



TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION
TUESDAY, SEPTEMBER 24, 2024
5:00 PM

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. **Discussion regarding a potential land purchase at Del Rio Springs.**
3. **Update and discussion on water reclamation facility improvements and funding options, funding opportunities for the design of a water production facility at Old Home Manor, and discussion of a well-head protection study.**
4. **ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, SEPTEMBER 24, 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. Introduction and presentation of Town of Chino Valley new employee hires.
 - b. Proclamation and recognition of former Chino Valley Police Chief Charles "Chuck" Wynn on his recent retirement.
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 Acting Town Manager Terri Denemy regarding Town accomplishments, and current or 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 a Cooperative Purchasing Agreement for the purchase of a 2024 Ford F550 Truck with Snow Plow and Sand Spreader from San Tan Ford in the amount of \$113,183.37.
- b. Consideration and possible action to approve Resolution No. 2024-1272 to update the authorized signers on the Town bank accounts.

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 the Cooperative Purchasing Agreement Job Order No. 1 with Cactus Asphalt for the FY25 Street Improvements Phase II located at West Outer Loop Road from Highway 89 to South Road 1 West.

Recommended Action: Approve the Cooperative Purchasing Agreement Job Order No. 1 with Cactus Asphalt (Option 2) for the FY25 Street Improvements Phase II in the amount of \$444,185.51.

- b. Public hearing, consideration, and possible action to approve Resolution No. 2024-1271 for a conditional use permit to allow for a soil remediation system and related equipment to be installed on a property located at 1910 N State Route 89, Chino Valley, Arizona.

Recommended Action: i) Hold a Public Hearing ii) Approve Resolution No. 2024-1271

- c. Public hearing, consideration, and possible action to approve Ordinance No. 2024-947 to rezone approximately three acres of land located at 772 West Road 1 North from Agricultural Residential, 5-acre minimum (AR-5) to Single Family Residential, 1-acre minimum (SR-1).

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2024-947

- d. Consideration and possible action to authorize staff to move forward with the successful bidder for RV Park development at Old Home Manor Parcel No. 306-02-001X (formerly 306-02-001L) per the Invitation For Bid (IFB) issued May 24, 2023.

Recommended Action: Authorize staff to move forward with the successful bidder for RV Park development at Old Home Manor Parcel No. 306-02-001X (formerly 306-02-001L) per the IFB issued May 24, 2023.

- e. Consideration and possible action to dedicate a portion of parcel 306-02-012E along West Road 2 South to Yavapai County as right-of-way.

Recommended Action: Approve the dedication of a portion of parcel 306-02-012E along West Road 2 South to Yavapai County as right-of-way and authorize the Acting Town Manager or designee to execute all documents necessary for the dedication.

7. ADJOURNMENT

Dated this 17th day of September, 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.

Council meetings are live-streamed on Town of Chino Valley Facebook page.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2
MEETING DATE: 9/24/2024
CONTACT PERSON: Maggie Holmberg, Economic Development Manager
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Discussion regarding a potential land purchase at Del Rio Springs.

SUMMARY:

The Trust for Public Land (TPL) purchased approximately 1,000 acres of the Del Rio Springs in the first quarter of 2024 for preservation purposes. The purchase was a collaborative effort to secure the \$7.5 million in funding needed to purchase the land. Unfortunately, of the \$6.5 million that was funded by the state, \$500,000 was clawed back due to the state budget cuts. Because of the reduced funding, TPL was not able to purchase the entire Del Rio Springs Ranch, so the portion of land where the Fred Harvey buildings are located is available for sale. The inholding parcel with the historic buildings is 22.9 acres and the property has access to it though an easement through the state park land using the existing Del Rio Ranch Road. The Trust for Public Land has the right to acquire this parcel from its owner, Del Rio Springs Loan Partners LLC, for a price of \$250,000. TPL recently had an appraisal done by CBRE of this parcel, and the market value was determined to be \$570,000.

- TPL has completed environmental assessments with environmental consulting firm Wasatch Environmental. This work determined that there are no environmental concerns about the parcel. There are some old, partially-filled drums in several of the buildings that will be removed by the sellers before the land is acquired. TPL also has other due diligence work, such as title commitment and land surveys, completed for the property which they would be happy to provide to the Town.
- Bill Otwell (of Prescott) is a highly regarded architect specializing in historical preservation. He has given us a proposal for studies on the historic buildings that would include his recommendations (and cost) for work to stabilize the buildings. We are looking for options on how to fund his proposal.
- The parcel also includes an operating water well.

Due to the unique nature of the upcoming use of the land as a state park, and all the benefits that preservation offers, the sellers are offering the land for sale at a discounted price. The 22.9 acres of land for sale was appraised at approximately \$570,000 and the seller is asking \$250,000, which is nearly a 43% price reduction. In addition, a donor on the Board of Trustees of the Nature Conservancy is offering to donate \$125,000 towards the purchase price.

There are many benefits to purchasing the land, including:

- Historical, riparian, and ecological preservation.
- Protecting the land and connecting people to it.

- Collaboration with outside agencies and showing our support of the state park.
- Economic development opportunities.
- Land ownership.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

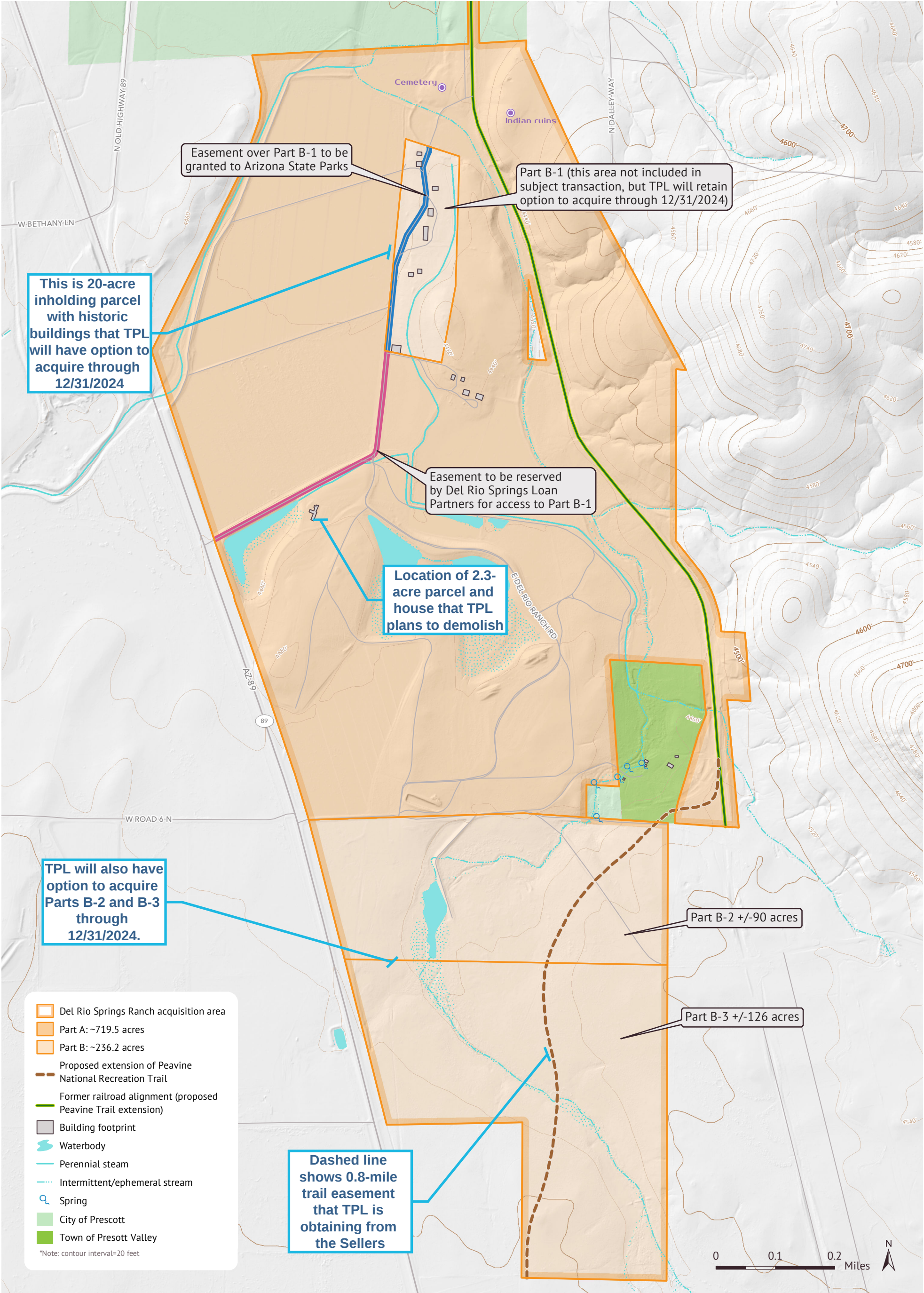
N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	DelRioSprings Ranch Buildings Topo_v2 marked up for Fact Sheet flattened
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Del Rio Springs Ranch

TOWN OF CHINO VALLEY, ARIZONA

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TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2a
MEETING DATE: 9/24/2024
CONTACT PERSON: Laura Kyriakakis, Human Resources Director
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Introduction and presentation of Town of Chino Valley new employee hires.

SUMMARY:

ONE TOWN / ONE TEAM NEW HIRES:

Employee Name	Department Desc	Position	Hire Date
PEDRO, ERIC JON	Roads	Streets Maintenance Worker	1/30/2024
JONES, ANDREW GREGORY	Roads	Streets Maintenance Worker	2/26/2024
GIBSON, DAVID	Facilities Maintenance	Custodian	3/25/2024
DIGA, CHRISTINA	Animal Control	Animal Control Officer	3/31/2024
GREEN, NATHAN	Sewer	Utilities Maintenance Technician	5/21/2024
VILLALOBOS, SERENITY MICHELLE	Police	Police Services Specialist	6/20/2024
MCCLENDON, CHARLENE	Police	Police Cadet	7/1/2024
PAYNE, ALEXANDER DOMINIC	Police	Police Cadet	7/1/2024
BROWN, ASHLEY LOREN	Police	Police Services Specialist	7/1/2024
ROSE, RYAN	Parks Maintenance	Parks Maintenance Worker	7/11/2024
HILL, DENISE	Librray	Library Clerk (PT)	8/1/2024
WIDNER, MATTHEW	IT	IT Technician GIS	8/1/2024
NARVASEN, HEATHER	Development Services	Senior Permit Technician	8/12/2024
SANCHEZ, ROBERT	Police	Police Officer	8/19/2024

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2b
MEETING DATE: 09/24/2024
CONTACT PERSON: Terri Denemy, Acting Town Manager
ITEM TYPE: Proclamation

AGENDA ITEM TITLE:

Presentation of Proclamation declaring September 24, 2024, as Chief Charles “Chuck” Wynn Day.

ATTACHMENTS:

1.	Proclamation Document Title
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PROCLAMATION

Honoring Police Chief Charles "Chuck" Wynn on His Retirement September 24, 2024

Whereas, we express our appreciation to Police Chief Charles "Chuck" Wynn and honor him for his distinguished career with the Town of Chino Valley and dedicated service that spans nearly 22 years; and

Whereas, Chief Wynn began his career with the Town of Chino Valley on November 6, 2002, as a Police Officer, promoted to Sergeant on October 12, 2004, and subsequently promoted to Police Chief on June 19, 2012; and

Whereas, Chief Wynn has led the Police Department with distinction as a dedicated professional with a commonsense approach, always putting the safety and security of his community and his officers as his top priority; and

Whereas, under Chief Wynn's leadership, foresight, and vision, the Town secured a shooting range where his officers conduct firearms training locally, the animal shelter became a no-kill shelter, National Night Out became a celebrated community event winning national recognition, and he helped bring the new police building to his team and the community, and

Whereas, Chief Wynn will be greatly missed and forever held in highest esteem for his steadfast public service, his advocacy for his staff, his pervasive public presence, his tireless community outreach, and his commitment to the truest essence of community policing;

Now, Therefore, I, Jack Miller, Mayor of the Town of Chino Valley, do hereby proclaim September 24, 2024, as Chief Charles "Chuck" Wynn Day in the Town of Chino Valley and urge all residents and employees to join me and the Town Council in congratulating Chief Wynn on an outstanding career with the Town of Chino Valley and wishing him many continued years of happiness and good health.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 24th day of **September 2024**.



Jack Miller, Mayor

ATTEST: Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 9/24/2024
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 for the purchase of a 2024 Ford F550 Truck with Snow Plow and Sand Spreader from San Tan Ford in the amount of \$113,183.37.

SUMMARY:

The Fleet department is requesting approval to purchase a Ford F550 pickup truck with dump bed, plow, and spreader for the Streets department. This truck will see consistent use and is a critical part of supporting the Streets Department's goals. The F550 will replace an aged 2007 unit which is approaching 200,000 miles. The purchase of the F550 will allow the transfer of one plow and spreader attachment asset to the Parks Department for snow removal. The current approved budget for this purchase is \$150,000. The total price of the F550 cab and chassis is \$82,631.91. Upfitting the truck with a dump bed, plow, and spreader will increase the final purchase price to a total of \$113,183.37.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve a Cooperative Purchasing Agreement for the purchase of a 2024 Ford F550 from San Tan Ford in the amount of \$113,183.37.

FISCAL IMPACT?

Available budget: HURF - Dump-Plow Truck	\$150,000.00
Less this approval item: 2024 Ford F550 from San Tan Ford	<u>-113,183.37</u>
Remaining budget: HURF - Dump-Plow Truck	\$36,816.63

ATTACHMENTS:

1.	AGR - CPA - San Tan Ford - 2024 Ford F550 Super Cab 4X4 (9.13.24)
2.	Exhibit A - CTR059323 Contract Documents (amended 2024)
3.	Exhibit B - Quote 90624-1 (2024 F550 Super Cab 4X4)

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

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 24, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and San Tan Auto Partners, LLC, an Arizona limited liability company dba San Tan Ford (the “Vendor”). The Town and the Vendor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. CTR059323, dated March 17, 2022, as amended by Amendments No. 1 (undated) and No. 2 (undated) (collectively, the “State Contract”), with the Vendor for the purchase of new vehicles. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

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

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with one 2024 Ford F550 Super Cab 4X4 with Dump Bed Plow and Spreader, as more particularly set forth in Section 2 below (the “Vehicle”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicle.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. The Vendor shall provide the Vehicle to the Town under the terms and conditions of the State Contract and in the configuration set forth in Quote ID 90624-1 (the “Purchase Order”), attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement and/or the State Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor an amount not to exceed \$113,1873.37 for the Vehicle at the unit rate set forth in the State Contract and as more particularly set forth in the Purchase Order.

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

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, the Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Vendor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage

in for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

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

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

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

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

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and

indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection:

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

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

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

Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Vendor”

SAN TAN AUTO PARTNERS, LLC,
an Arizona limited liability company dba
SAN TAN FORD

Jack W. Miller, Mayor

Joe Sanchez, Government Fleet
Account Manager

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

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

[State Contract CTR059323]

See following pages.



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

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

San Tan Auto Partners DBA San Tan Ford
 Offeror (Company) Name
 1429 E Motorplex Loop
 Address
 Gilbert AZ 85297
 City State Zip
 joesanchez@santanford.com
 Email Address
 fleetsales@santanford.com
 Company Email Address


 Signature of Person Authorized to Sign Offer
 Joe Sanchez 1/18/2022
 Printed Name Date
 Government Fleet Account Manager
 Title
 480-621-3741
 Phone Number
 480-621-3796
 Fax Number

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

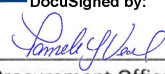
ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

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

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

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:

 Procurement Officer. 3/10/2022
 Awarded Date

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners LLC	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

Contract Amendment Summary

CONTRACTOR: San Tan Auto Partners	AMENDMENT NO.: Two (2)
DESCRIPTION: CTR059323 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.
2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.
3. All other terms, conditions and provisions of this contract remain unchanged.

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select **one** of the following:

☒	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
☐	The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	Exempt Contractor. Indicate which of the following statements applies to this Contractor (may be more than one): ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

San Tan Ford

Company Name

1429 E Motorplex Loop

Address

Gilbert

City

AZ

State

85142

Zip



Signature of Person Authorized to Sign

Joe Sanchez

Printed Name

Government Fleet Director

Title

October 30, 2023

Date

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

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

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

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

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

"An Equal Opportunity Agency"

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

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

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

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1. Statement of Need

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

2. Introduction and Background

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

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

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

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

3 General Requirements

- 3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.
- 3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.
- 3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.
- 3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

SCOPE OF WORK

- 3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.
- 3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.
- 3.9 The following documents shall be provided upon delivery of the vehicle(s):
 - 3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 3.9.2 Warranty Document
 - 3.9.3 Manufacturers unaltered invoice
 - 3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
 - 3.9.5 Level 1 Inspection if applicable, completed before delivery
- 3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

- 4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.
- 4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.
- 4.3 The following fuel types are allowable under this contract are to include but are not limited too.
 - 4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
 - 4.3.2 Diesel

4.3.3 Gasoline

4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved

4.3.5 Hybrid-Electric Vehicles (HEV)

4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)

4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)

4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

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

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

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

4.5.1 All standard factory equipment

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

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows

4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.

a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning

a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors

a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

b. Back up Camera

4.5.12 Spare tire

a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.

b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

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

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

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

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

4.6.3 Front tow hooks

5 Contractor's Responsibilities

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

6 Department's Responsibilities

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

1. CONTRACT TERM

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

2. CONTRACT EXTENSION

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

3. ELIGIBLE AGENCIES

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

4. NON-EXCLUSIVE CONTRACT

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

5. ORDERING PROCESS

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

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

6. SHIPPING TERMS

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

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix. For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

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

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

This will be an added cost to the contract price.

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

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

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

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

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

9. INVOICING and PAYMENT

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

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

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

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

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

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

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

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

10. ESTIMATED USAGE

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

11. PRICING

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

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

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

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

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

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

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

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

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

12. PRICE INCREASE

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

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

13. SAFETY STANDARDS

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

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
2. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.
3. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.
4. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.
5. The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.
6. Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

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

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

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

21. INSURANCE REQUIREMENTS

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

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

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

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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

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

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

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

21.3.2 Business Automobile Liability

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

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

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

automobiles owned, hired and/or non-owned by the Contractor.

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

21.3.3 Workers' Compensation and Employers' Liability

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

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

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

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

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

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

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

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

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not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

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

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

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

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

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

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

23. CONTRACT ORDER OF PRECEDENCE

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

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

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

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

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

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

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

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Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- Federal Provisions
 - Special Terms and Conditions
 - Uniform Terms and Conditions
 - Statement or Scope of Work
 - Specifications
 - Attachments
 - Exhibits
 - Special Instructions to Offerors
 - Uniform Instructions to Offerors
 - Other documents referenced or included in the Solicitation
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability

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

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

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

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this

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Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

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

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

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

8. **State's Contractual Remedies**

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

8.2. Stop Work Order.

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

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

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

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

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

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

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

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance> are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.00.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at <https://www.fhwa.dot.gov/federalaid/stewardship>, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.
2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.
3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

- (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:
 - (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
 - (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
 - (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

- (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
- (b) FTA Project Manager if the Project is

- administered by an FTA Headquarters Office,
or
(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER**POLLUTION CONTROL ACT Clean Water**

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Clean Air

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than \$150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of \$100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: "The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions."

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15

U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

- (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

- (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),
- (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
 - (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;
- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

- (3) Is independently owned and operated;
- (4) Is not dominant in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of
Transportation Business
Engagement and Compliance
Office 1801 W. Jefferson St.,
Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

- (1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".
- (2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.
- (3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.
- (4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at <http://www.azutracs.com>.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at <http://www.azutracs.com/>. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at <http://www.azutracs.com/> a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

- a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.
2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.
3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.
2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.
3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.
5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web-based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain \$1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to \$2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.
7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:
 - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
 - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:
 - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

- (i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
 - (ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
 - (iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.
- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:
 - (i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
 - (ii) Terminate the contract for default in accordance with this Contract, and/or
 - (iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
 - (iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at <http://www.naics.com/search/>.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intends to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

- a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
- b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
- c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
- d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

- e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.
2. In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

and/or;

 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
 3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
 4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors (<https://www.sam.gov/SAM/>) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries,” 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIRONMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42

U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

- (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
 - (a) To that Third Party Participant or another Third Party Participant performing the Project work, and
 - (b) That impairs that Third Party Participant's objectivity in performing the Project work, or
- (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,
- (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:
 - (a) Any instances of organizational conflict of interest, or
 - (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and
- (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et. seq.*).



EXHIBIT 3

ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

[illegible]

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION
COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

(Recipient's name)
Certifies that a resident inspector,

(Name of inspector)
Was at

(the manufacturer's)
manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____
Title _____

EXHIBIT 5

PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements.		Master Agreement;
A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		49 CFR §663.21
49 CFR 661.13 Grantee Responsibility		
(a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services.		
a. Buy America. Domestic preference procurement requirements of:		49 CFR §663.13
(1) 49 U.S.C. § 5323(j), as amended by FAST Act, and		
(2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes—		
(a) A Buy America certification as described in §663.25 of this part;		49 CFR §663.23
(b) A purchaser's requirements certification as described in §663.27 of this part; and		
(c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	
	a) There is a letter from FTA which grants a waiver OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	49 CFR §663.25
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	49 CFR §663.27
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6 PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Pre-Award Requirements Certification 49 CFR §663.27		
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and		
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's		
	Signature	
	Date Signed	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation LAW/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—		
(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or		
(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists—		
(1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and		
(2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.		
(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and		
Met? Y/N (3 REQ'D)	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall—	
	(1) Provide accurate records of all vehicle construction activities; and	
	(2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of:	
	(1) Ten or fewer buses; or	
	(2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or	
	(3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	
	(b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7

PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/A mounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis* (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; and	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8 PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		
Description		
Program/Phase/Amount s		
Purchaser's Post-Award Requirements Certification 49 CFR §663.37		
I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and		
I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's		
	Signature	
	Date Signed	

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.
2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
- b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
- c. **Paragraph 4.1:** "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
- d. **Paragraph 4.1.1** is hereby removed.
- e. **Paragraph 4.4.1:** "The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
- f. **Paragraph 4.6.1:** " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. Special Terms and Conditions

The following sections are hereby modified to read:

- a. **Paragraph 11.1, (a-g):** "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
 - a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

- b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
- c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
- d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
- e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
- f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.
- g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

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

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.
4. All other terms, conditions and provisions of this solicitation remain unchanged.

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Three (3)
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

The following sections are hereby modified to read:

- a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."
- b. **Paragraph 3.10:** "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Offer Response Form for New Vehicle Purchases Revision Two (2)

*Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. **Failure to respond may negatively impact the option to award.***

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

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

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Ford Mustang	11%
Ford Mustang Mach-e	-1%
Ford EcoSport	8%
Ford Escape	9%
Ford Edge	13%
Ford Explorer	11%
Ford Expedition	13%
Ford Bronco Sport	10%
Ford Bronco	8%
Ford Maverick	6%
Ford Ranger	14%
Ford F150	11%
Ford F-Super Duty	12%

Offer Response Form for New Vehicle Purchases Revision Two (2)

Ford Transit Connect	11%
Ford Transit	9%

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Ford Mustang	2%
Ford Mustang Mach-e	-5%
Ford EcoSport	3%
Ford Escape	3%
Ford Edge	4%
Ford Explorer	3%
Ford Expedition	4%
Ford Bronco Sport	3%
Ford Bronco	2%
Ford Maverick	3%
Ford Ranger	8%
Ford F150	1%
Ford F-Super Duty	8%
Ford Transit Connect	7%
Ford Transit	5%

Offer Response Form for New Vehicle Purchases
Revision Two (2)

Offer Response Form for New Vehicle Purchases Revision Two (2)

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee \$	County	Delivery Fee \$	County	Delivery Fee \$
☒ Apache	\$300	☒ Greenlee	\$300	☒ Pima	\$250
☒ Cochise	\$300	☒ La Paz	\$300	☒ Pinal	\$0
☒ Coconino	\$250	☒ Maricopa	\$0	☒ Santa Cruz	\$300
☒ Gila	\$0	☒ Mohave	\$350	☒ Yavapai	\$150
☒ Graham	\$250	☒ Navajo	\$250	☒ Yuma	\$300

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

<u>Estimated Usage Quantity</u>	<u>PHASE ONE (1) Base Model Vehicle</u>	<u>Base Price for Phase One (1)</u>	<u>Additional Information</u>
75	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$22,746.00	
25	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$35,158.00	
50	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$27,723.00	

Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.5.2. Phase Two (2) Evaluation Pricing:

<u>Estimated Usage Quantity</u>	<u>PHASE TWO (2) Base Model Vehicle</u>	<u>Base Price for Phase TWO (2)</u>	<u>Additional Information</u>
25	Sports Utility Vehicle (SUV) (<i>base model</i>) Per Minimum Specifications	\$25,415.00	
15	One (1) Ton Cargo Van (<i>base model</i>) Per Minimum Specifications	\$39,890.00	
25	1/2 Ton Truck Regular Cab (<i>base model</i>) Per Minimum Specifications	\$31,702.00	

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

[Purchase Order]

See following pages.

Prepared for: Matt Green, Fleet Supervisor, Town of Chino Valley

Office: 928-636-2646 | Mobile: 928-499-5146

Email: mgreen@chinoaz.net

End User FIN Code: KA595

Ship to:

Matt Green, Town of Chino Valley

2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430



Client Proposal

Prepared by:

Joe Sanchez

Office: 480-621-3741

Email: joesanchez@santanford.com

Quote ID: 90624-1

Date: 09/06/2024



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410

Office: 480-821-3200 | Fax: 480-988-1691



Government Fleet Account Manager

Joe Sanchez (480) 621-3741

joesanchez@santanford.com

Department Fax (480) 621-3796

Date: September 6, 2024

Customer: Town of Chino Valley

Line Item/State Contract #: X5H / CTR059323

Vehicle Description: 2024 Ford F550 Super Cab 4X4 with Dump Body & Snow Plow

with 7.3L V8 Gas Engine

Base Bid Price **\$56,320.00**

Upgrade Options

1	4.88 Limited Slip Axle	Included in Pricing
2	19,500 lbs. GVWR Package	1,155.00
3	Max-Traction Tires	215.00
4	Spare Tire/Wheel	Included in Pricing
5	Snow Plow Prep Package	250.00
6	Skid Plates	Included in Pricing
7	Platform Running Boards	445.00
8	Rear View Camera & Prep kit	415.00
9	Exterior Backup Alarm	175.00
10	4 Keys with 2 FOBS	Included in Pricing
11	Window Tint	300.00
12	Dump Body with Spreader & Plow	45,434.06
13	Reading Truck Quote# 28552	
14		
15		
16		
17		
18		
19		
20		

\$48,389.06

Bid Price (with options) **\$104,709.06**

Tire Tax	7.00
Sales Tax (7.80%)	8,167.31

Ford Extended Service Plan

Transportation Fee **\$300.00**

Total Delivered Price **\$113,183.37**

Notes:

Thank You,
Joe



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

As Configured Vehicle

Code	Description
Base Vehicle	
X5H	Base Vehicle Price (X5H)
Packages	
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic - 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel - Hub covers/center ornaments not included. - Radio: AM/FM Stereo w/MP3 Player - Includes 6 speakers. - SYNC 4 Communications & Entertainment System - Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.
Powertrain	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
Wheels & Tires	
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) <i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.</i>
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>
512	Spare Tire & Wheel Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

As Configured Vehicle (cont'd)

Code	Description
Seats & Seat Trim	
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
192WB	192" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> <i>- SYNC 4 Communications & Entertainment System</i> <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>
473	Snow Plow Prep Package <i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i> <i>Includes:</i> <i>- 250 Amp Alternator</i>
41P	Transfer Case Skid Plates
61J	6-Ton Hydraulic Jack
67E	250 Amp Alternator
18B	Platform Running Boards
59H	Center High-Mounted Stop Lamp (CHMSL)
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>
76C	Exterior Backup Alarm (Pre-Installed)
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty

Prepared for: **Matt Green**
Fleet Supervisor, Town of Chino Valley
Prepared by: Joe Sanchez
09/06/2024



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

As Configured Vehicle (cont'd)

Code	Description
	Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
1S_06	Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Matt Green**
Fleet Supervisor, Town of Chino Valley
Prepared by: Joe Sanchez
09/06/2024



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$60,305.00
Options	\$3,600.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$65,900.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-\$6,925.00
Tint	Window Tint	\$300.00
Body	Dump Body with Spreader & Plow	\$45,434.06

Reading Truck Quote# 28552

Subtotal	\$104,709.06
-----------------	---------------------

Sales Taxes

Code	Description	MSRP
City Sales Tax	Gilbert Sales Tax	\$1,570.64
State Tax	Arizona State Sales Tax	\$6,596.67
Subtotal		\$112,876.37

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax	Tire Tax	\$7.00
Transportation	Vehicle Transportation	\$300.00
Subtotal		\$113,183.37
Total		\$113,183.37

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Matt Green
Fleet Supervisor, Town of Chino Valley
Prepared by: Joe Sanchez
09/06/2024



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date



FKA: Auto Safety House

Remit to: Reading Truck, 2630 W. Buckeye Rd., Phoenix, AZ 85009

2630 W. Buckeye Rd.
Phoenix, AZ 85009
602-269-9721
800-352-5355

1402 E. Benson Hwy.
Tucson, AZ 85714
520-889-9551

840 S. Highway 77
Holbrook, AZ 86025
928-524-3582

*** Customer Review ***

Date / Time: 8/27/2024 11:20:07AM
Repair Order: 28552
Customer: 69401
Branch: 1
Invoice Total: \$45,434.06

CHARGE

Page 1 of 2

Bill To: San Tan Auto Partners DBA San Tan Ford
1429 E. Motorplex Loop

Gilbert, AZ 85297
Shop: 480-821-3200 Fax: 480-621-3797

Ship To: San Tan Auto Partners DBA San Tan Ford
1429 E. Motorplex Loop
mgreen@chinoaz.net
Gilbert, AZ 85297

Customer P/O:	jconway	Completion Date:
AUTHORIZED BUYERS per Janet as of 5/3/24 - Jeff Ochs, Fleet Dept		

Task: 1 05-01004 Dump Bodies And Beds

Department: 20 TE

Complaint: 2024 F-550 Chassis 4x4 SD DRW XL (X5H) 84" C.A.

SUPPLY AND INSTALL CRYSTEEL 11' TIPPER STEEL DUMP BODY, 12" FOLD DOWN SIDE, INCLUDES ELEC/HYD SUBFRAME HOIST.

SUPPLY AND INSTALL SNOWDOGG CM90II PLOW AND 108' STAINLESS STEEL SPREADER # 14710F467211 PER CUSTOMER SPEC.

Cause: NOTE: FRAME HEIGHT ON F550 CHASSIS SHOULD BE 34" FROM GROUND
CRYSTEEL DUMP BODY IS 12" TALL FROM FRAME TO TOP OF FLOOR APPROX.
DUMP BODY COMES WITH 12" TALL FOLDING SIDES.
TOTAL GROUND TO FLOOR OF DUMP BODY = 46"
GROUND TO TOP OF BODY SIDES = SHOULD BE 58"
ALL MEASUREMENTS APPROX DEPENDING ON CHASSIS.

Correction: REVISED QUOTE 8/22/24 TO 12" FOLD DOWN SIDES (ORIG 16" QUOTED)

Supp. Part		Description / Ref Number	U/M	Quantity	List	Price	Extended Price
	TE Shop Su	Truck Equipment shop supplies	Misc	1.00	0.00	540.00	540.00
CY1	1645714	MANUAL SYSTEM	Part	EA - EA	1.00	1,060.78	565.15
BY	1809055	FLATBED FLATBED DUMP HITCH	Part	EA - EA	1.00	963.18	453.85
		PLATE BUMPER WITH 2 INC					
CUR	55774	DUAL-OUTPUT 7 4-WAY	Part	EA - EA	1.00	71.69	32.86
		CONNECTOR (PLUGS INTO					
		USCAR)					
BY	16017006	CMII Series Lift Frame	Part		1.00	0.00	5,295.38
BY	16061230	SNOWDOGG MOUNT FOR 2017	Part	EA - EA	1.00	1,217.85	573.85
		FORD F250 550					
BY	16071340	Inline Adapter 2023+ Ford	Part		1.00	0.00	136.92
		Superduty					
BY	14710F467211	SaltDogg 10 Ft. X 46 In. Electric	Part		1.00	0.00	12,803.06
		Auger Stainless					
BY	3010548	Tie Down Kit for SaltDogg	Part		1.00	0.00	395.28
		Municipal Hopper Spread					
	TE Paint M	TE Paint Material	Misc	1.00	0.00	429.00	429.00
	TE Steel	Steel Sales	Misc	1.00	0.00	200.00	200.00
	TE Cust Fr	TE Customer Freight In	Misc	1.00	0.00	2,500.00	2,500.00
BY	16020812	CM90II Moldboard CM90II -108 "	Part		1.00	0.00	3,006.15
BY	16160800	SNOWDOGG ILLUMINATOR LED	Part	EA - EA	1.00	1,694.54	798.46
		PLOW LIGHTS					
CY	1626660	ETIP-87/96-1100-Q/I-LBS516-40/1	Part	EA - EA	1.00	18,385.09	12,304.10
		2/18QM-BF					



FKA: Auto Safety House

Remit to: Reading Truck, 2630 W. Buckeye Rd., Phoenix, AZ 85009

2630 W. Buckeye Rd.
Phoenix, AZ 85009
602-269-9721
800-352-5355

1402 E. Benson Hwy.
Tucson, AZ 85714
520-889-9551

840 S. Highway 77
Holbrook, AZ 86025
928-524-3582

*** Customer Review ***

Date / Time: 8/27/2024 11:20:07AM
Repair Order: 28552
Customer: 69401
Branch: 1
Invoice Total: \$45,434.06

CHARGE

Page 2 of 2

Bill To: San Tan Auto Partners DBA San Tan Ford
1429 E. Motorplex Loop

Gilbert, AZ 85297

Shop: 480-821-3200

Fax: 480-621-3797

Ship To: San Tan Auto Partners DBA San Tan Ford
1429 E. Motorplex Loop
mgreen@chinoaz.net
Gilbert, AZ 85297

Customer P/O: jconway

Completion Date:

Customer Tax ID:

Totals

Total Parts:	\$36,365.06
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$5,400.00
Total Miscellaneous:	\$3,669.00
Invoice Subtotal:	\$45,434.06
Total Tax:	\$0.00
Invoiced Total:	\$45,434.06

Payment Method

Charge

SIGNATURE _____ DATE _____

The only warranties applying to the part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service.

This

offer shall be deemed accepted and binding on the terms and conditions that are available on our website at www.readingequipment.com under the About Us tab.

****Reading Truck Equipment is not responsible for items left at facility beyond 14 days from invoice date.****

****QUOTED PRICES ARE VALID FOR FOURTEEN DAYS AFTER ORIGINAL INVOICE DATE****



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- Fifth-wheel towing capacity: 21,000 lbs.
- Front brake diameter: 15.4"
- Vehicle body length: 277.4"
- Vehicle body height: 82.5"
- Vehicle turning radius: 27.1'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 146.3"
- Max interior rear cargo volume: 31.6 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 30,000 lbs.
- * **Gooseneck towing capacity: 21,100 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 192.0"
- Front track: 74.8"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume with seats folded: 31.6 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 335 HP@3750 RPM
- Radiator
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- * **Mechanical limited slip differential**
- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Torque: 468 lb.-ft.@3750 RPM
- Auxiliary power take-off
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Front and rear ventilated disc brakes
- Four channel ABS brakes

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

09/06/2024

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Reverse opening right rear passenger door
- 19.5 x 6-inch front and dual rear argnt steel wheels
- * **Running boards**
- Clearcoat paint
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Reverse opening left rear passenger door
- * **LT225/70RS19.5 AT BSW front and rear tires**

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates
- Keyfob activated front door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Prepared for: Matt Green

Fleet Supervisor, Town of Chino Valley

Prepared by: Joe Sanchez

09/06/2024



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- * **Cloth front seat upholstery**

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- * **AM/FM**
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- * **High mounted center stop light**
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Remote activated perimeter approach lighting

Technology and Telematics

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- * **Back-up alarm**
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- * **Rear mounted camera**

Dimensions

General Weights

* Curb weight	7,471 lbs.	* Rear curb weight	3,199 lbs.
* GVWR	19,500 lbs.	* Payload	11,950 lbs.

Trailer Weights

Fifth-wheel towing capacity	21,000 lbs.	* Gooseneck towing capacity	21,100 lbs.
Conventional capacity	18,500 lbs.	GCWR	30,000 lbs.

Front Weights

* Front curb weight	4,272 lbs.	* GAWR front	6,500 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	6,500 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"
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Exterior Measurements

Vehicle body length	277.4"	Vehicle body width	80.0"
Vehicle body height	82.5"	Wheelbase	192.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Rear frame height loaded	29.6"	Rear frame height unloaded	34.8"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	27.1'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	146.3"		

Interior Measurements

Max interior rear cargo volume	31.6 cu.ft.	Interior rear cargo volume with seats folded	31.6 cu.ft.
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Interior Volume

Total passenger volume	116.0 cu.ft.
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Headroom

Headroom first-row	40.8"	Headroom second-row	40.3"
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Legroom

Leg room first-row	43.9"	Leg room second-row	33.5"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.8"
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Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
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Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM
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Alternator



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

* Alternator amps	250A	* Alternator type	Heavy-duty alternator
Battery			
Battery amps	78Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection
Engine Extras			
Radiator	Radiator	Auxiliary power take-off	Auxiliary power take-off
Transmission			
Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision
Drive Type			
4WD type	Part-time 4WD	Drive type	Four-wheel drive
Drivetrain			
Axle ratio	4.88		
Exhaust			
Tailpipe	Stainless steel single exhaust		
Fuel			
Fuel type	regular unleaded		
Fuel Tank			
Fuel tank capacity	40.00 gal.		
Drive Feature			
* Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift
Provisions			
* Provisions	Snow plow provisions		



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension
Front shock absorbers ... Heavy-duty front shock absorbers
Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes
Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes
ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist
Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar
Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

*HD front springs Heavy-duty front springs
Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs
Rear springs Heavy-duty rear springs

Rear Suspension

Rear anti-roll Rear anti-roll bar
Suspension type rear Leaf spring rear suspension
*Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system
Steering type Re-circulating ball steering



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 19.5" Front wheels width 6"

Rear Wheels

Rear wheels diameter 19.5" Rear wheels width 6"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 225mm * Front wheel - RPM 645

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 225mm * Rear wheel - RPM 645

Body Exterior

Trailer

Towing wiring harness Trailer wiring harness Towing brake controller Trailer brake controller
Towing trailer sway Trailer sway control

Exterior Features

Number of doors 4 doors * Running boards Running boards
* Skid plate 1 underbody skid plate Front splash guards Front splash guards

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors Turn signal in door mirrors Turn signal indicator in door mirrors

Spare Tire



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

* Spare tire	Full-size spare tire with steel wheel	* Spare tire location	Spare tire mounted on the frame or chassis
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Tires

Front tires LT load rating	G	Rear tires LT load rating	G
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Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated front door locks
All-in-one key	All-in-one remote fob and ignition key		

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
Heated door mirrors	Heated driver and passenger side door mirrors		

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console	Full overhead console	Overhead console storage	Overhead console storage
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Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Illuminated glove box Illuminated glove box

Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger
one-touch up windows

Windows Rear Side

Second-row windows Power second-row
windows

Miscellaneous

Trip computer Trip computer
Upfitter switches Upfitter switches
Over the air updates Over the air updates

Beverage holders Front beverage holders
Glove box Illuminated locking glove box
Instrument panel storage Instrument panel
covered bin

One-touch down window Driver and passenger
one-touch down windows

PRND in IP PRND in IP
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control
Rear under seat ducts Rear under seat climate
control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Steering wheel telescopic Manual telescopic
steering wheel

Seats and Trim

Seat Capacity



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

Armrests front storage Front seat armrest storage

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction ... Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front center ... Front seat center armrest

Reclining driver seatManual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Folding second-row seats 60-40 folding rear seats

Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable Fixed rear seats

Rear seat direction Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

*Front seat upholstery Cloth front seat upholstery

*Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays



2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Radio Features

External memory control	SYNC 4 external memory control	Seek scan	Seek scan
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Speakers

Speakers	Standard grade speakers	Speakers number	6
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator		

Glass

Tinted windows	Light tinted windows
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Headlights

Headlights	Halogen headlights	Headlight type	Reflector headlights
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2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Auto headlights	Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting

Front Windshield

Wipers	Variable intermittent front windshield wipers
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Interior Lighting

Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		

Lights

Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
Clearance lights	Cab clearance lights	* High mount stop light	High mounted center stop light
Perimeter approach lighting	Remote activated perimeter approach lighting		

Technology and Telematics

Connectivity

Handsfree	SYNC 4 handsfree wireless device connectivity	Smart device integration	Smart device wireless mirroring
Emergency SOS	SYNC 4 911 Assist emergency SOS system via mobile device		

Internet Access

Internet access	FordPass Connect 5G mobile hotspot internet access
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USB Ports

USB ports	2 USB ports
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Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Cancellable front passenger air bag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags

Prepared for: **Matt Green**
Fleet Supervisor, Town of Chino Valley
Prepared by: Joe Sanchez
09/06/2024



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Selected Equip & Specs (cont'd)

Seatbelts

Height adjustable seatbelts Front height
adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane Departure Warning Forward collision warning Pre-Collision Assist
with Automatic Emergency Braking (AEB)
forward collision mitigation

Cameras

* Rear camera Rear mounted camera

Parking Sensors

* Back up alarm Back-up alarm

Prepared for: **Matt Green**
Fleet Supervisor, Town of Chino Valley
Prepared by: Joe Sanchez
09/06/2024



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2024 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 430 | Quote ID: 90624-1

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 9/24/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1272 to update the authorized signers on the Town bank accounts.

SUMMARY:

The Town maintains a variety of bank accounts to facilitate its operational needs. In the event of staff changes, it is essential to update the authorized signatories on these accounts. This process ensures that the designated officers of the Town are duly authorized to execute checks, electronic payments, transfers, and other transactions related to the Town's bank accounts.

Previously, the authorized signers included:

- Town Manager, Cindy Blackmore [*Execution and endorsement of checks and deposits; ACH (or other electronic means) execution and wire transfers*]
- Town Clerk, Erin Deskins [*Only execution and endorsement of checks and deposits*]
- Human Resources Director, Laura Kyriakakis [*Only execution and endorsement of checks and deposits*]
- Police Chief, Charles Wynn [*Only execution and endorsement of checks and deposits*]

With this update, the prior Town Manager and the prior Police Chief will be removed, and the new signatories will include the Acting Town Manager, the Town Clerk, the Human Resources Director, the new Police Chief, and the Finance Director:

- Acting Town Manager, Terri Denemy [*Execution and endorsement of checks and deposits; ACH (or other electronic means) execution and wire transfers*]
- Town Clerk, Erin Deskins [*Only execution and endorsement of checks and deposits*]
- Human Resources Director, Laura Kyriakakis [*Only execution and endorsement of checks and deposits*]
- Police Chief, Joshua McIntire [*Only execution and endorsement of checks and deposits*]
- Finance Director, Kathryn Pehl [*Only ACH (or other electronic means) execution and wire transfers*]

This update ensures that the Town's financial operations remain secure and in compliance with the current leadership structure, allowing for a smooth and efficient continuation of essential financial functions.

PREVIOUS ACTION:

The last update to bank signers was done through Resolution No. 2021-1179.

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1272 updating the authorized signers for the Town bank accounts.

FISCAL IMPACT?

There is no direct fiscal impact related to this request. It allows the Town to continue operating and conducting business.

ATTACHMENTS:

1.	RES - 2024-1272 - Bank Signatories
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RESOLUTION NO. 2024-1272

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING THE ACTING TOWN MANAGER, THE TOWN CLERK, THE HUMAN RESOURCES DIRECTOR, AND THE POLICE CHIEF TO EXECUTE CHECKS AND OTHER ITEMS FOR AND ON BEHALF OF THE TOWN OF CHINO VALLEY; AUTHORIZING THE ACTING TOWN MANAGER AND FINANCE DIRECTOR TO AUTHORIZE CERTAIN ELECTRONIC PAYMENTS AND TRANSFERS OF FUNDS; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary that officers of the Town of Chino Valley (the "Town") be duly authorized to execute checks, electronic payments, transfers, and other items relating to certain bank accounts of the Town; and

WHEREAS, the Town Council desires to repeal any prior authorization and to adopt this Resolution to reflect the current authorized Town officers.

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

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

SECTION 2. Effective September 24, 2024, the new Acting Town Manager of the Town, Terri Denemy, or her authorized designee, is hereby authorized to execute checks and other items for and on behalf of the Town, to endorse checks and other items payable to the Town for deposit, and to execute ACH (or other electronic means) and wire transfers for and on behalf of the Town relating to the Town's investments, other Town accounts, or any other account as directed by the Town Council.

SECTION 3. Effective September 24, 2024, the Finance Director of the Town, Kathryn Pehl, or her authorized designee, is hereby authorized to execute ACH (or other electronic means) and wire transfers for and on behalf of the Town relating to the Town's investments and other Town accounts.

SECTION 4. Effective September 24, 2024, the Town Clerk of the Town, Erin Deskins, is hereby authorized to execute checks and other items for and on behalf of the Town and to endorse checks and other items payable to the Town for deposit.

SECTION 5. Effective September 24, 2024, the Human Resources Director of the Town, Laura Ann Kyriakakis, is hereby authorized to execute checks and other items for and on behalf of the Town and to endorse checks and other items payable to the Town for deposit.

SECTION 6. Effective September 24, 2024, the Police Chief of the Town, Joshua McIntire, is hereby authorized to execute checks and other items for and on behalf of the Town and to endorse checks and other items payable to the Town for deposit.

SECTION 7. This Resolution applies to all Town bank accounts held in any bank or other financial institution.

SECTION 8. Checks drawn upon Town accounts shall bear signatures from two of the following: the Acting Town Manager, the Town Clerk, the Human Resources Director, or the Police Chief.

SECTION 9. Effective September 24, 2024, the authorization access of the prior Town Manager, Cindy Blackmore, and the prior Police Chief, Charles Wynn, is terminated.

SECTION 10. The immediate operation of this Resolution is necessary to preserve the public peace and welfare by ensuring Town operations continue uninterrupted. An emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Town Council.

SECTION 11. 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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 24th day of September 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. 2024-1272 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on September 24, 2024, and that quorum was present thereat and that the vote thereon was ___ ayes, ___ nays, and ___ abstentions. ___ Council members were absent or excused.

Erin Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 9/24/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Cooperative Purchasing Agreement Job Order No. 1 with Cactus Asphalt for the FY25 Street Improvements Phase II located at West Outer Loop Road from Highway 89 to South Road 1 West.

SUMMARY:

As part of the Budgeted CIP program, the Town negotiated a quote from Cactus Asphalt for improvements to Outer Loop Drive from State Route 89 to South Road 1 West. Two options were proposed.

Option 1 consisted of a cape seal (a chip seal topped with a slurry seal). While this option is cheaper, it does not provide any structural support for the roadway. Outer Loop is experiencing rutting, which is a sign of structural failure. The second option consists of a Stress Absorbing Membrane Inter-layer (SAMI) made up of rubberized chip seal and then topped with a 2" hot mix asphalt overlay.

Option 2 was quoted at \$444,185.51. For reference, this is the same treatment Yavapai County performed on Old Highway 89 a few years ago which has performed well. The Town intends to use the existing Cooperative City of Prescott Job Order Contract with Cactus Asphalt for the work. This will be the first job order with Cactus Asphalt on this contract.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Cooperative Purchasing Agreement Job Order No. 1 with Cactus Asphalt (Option 2) for the FY25 Street Improvements Phase II in the amount of \$444,185.51.

FISCAL IMPACT?

Available budget: Streets Capital Improvement Fund - Outer Loop Rd. Preservation Treatment	\$450,000.00
Less this approval item: Job Order No. 1 with Cactus Asphalt (Option 2) for the FY25 Street Improvements Phase II	<u>-444,185.51</u>
Remaining budget: Streets Capital Improvement Fund - Outer Loop Rd. Preservation Treatment	\$5,814.49

ATTACHMENTS:

1.	Cactus Asphalt Job Order No. 1 - Street Improvements Phase II (Outer Loop)
2.	AGR - CPA - Cactus Asphalt - JOC Job Order No. 1 - Street Improvements Phase II (Outer Loop Rd)
3.	Chino Valley Outer Loop Proposal 8-28-2024

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC.**

JOB ORDER NO. 1

Job Order Contracting Services for Public Works/Horizontal Construction Projects

THIS JOB ORDER NO. 1 (this “Job Order”) is entered into as of September 24, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Cactus Asphalt, a division of Cactus Transport, Inc., an Arizona corporation, an Arizona limited liability company (the “Job Order Contractor”). In accordance with the Cooperative Purchasing Agreement between the Town and the Job Order Contractor, dated September 26, 2023 (the “Agreement”), the Job Order Contractor will perform the Scope of Work detailed in Section 1 below, pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The Job Order Contractor shall provide materials and services to provide job order contracting services for public works/horizontal construction projects, as described in Attachment 1 to this Job Order. Upon acceptance by the Town, this Job Order will become part of the Agreement and shall be attached thereto as part of Exhibit B.

2. Schedule of Completion of Services. The Job Order Contractor shall commence work immediately upon execution of this Job Order and complete the work required herein within 90 days of said execution.

3. Fee Breakdown. The total cost to complete the Scope of Work required under this Job Order shall not exceed \$444,185.51.

4. Subject to the Agreement. This Job Order is subject to the terms and conditions of the Agreement and the underlying Prescott Contract (No. 2023-208, dated June 13, 2023).

5. Conflict of Interest. The Town may cancel this Job Order pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Job Order Contractor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this 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

“Job Order Contractor”

CACTUS ASPHALT, A DIVISION OF
CACTUS TRANSPORT, INC., an Arizona
corporation

By:_____

Name:_____

Title:_____

ATTACHMENT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC.

JOB ORDER NO. 1

Job Order Contracting Services for Public Works/Horizontal Construction Projects

[Scope of Work]

See following pages.



To:	TOWN OF CHINO VALLEY	Contact:	Bruce Cooper
Address:	1020 WEST PALOMINO ROAD, P.O. BOX 406 CHINO VALLEY, AZ 86323	Phone:	520-636-7140
		Fax:	520-636-7141
Project Name:	Chino Valley Outer Loop	Bid Number:	
Project Location:	Outer Loop Rd (89A To Road 1 W), Chino Valley, AZ	Bid Date:	8/28/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Option 1 - CS/Cape Seal					
1	Mobilization	1.00	LS	\$22,000.00	\$22,000.00
2	Survey	1.00	LS	\$4,500.00	\$4,500.00
3	Crack Seal	6,000.00	LB	\$2.25	\$13,500.00
4	Asphalt Patching (R&R)	800.00	SF	\$18.00	\$14,400.00
5	PMAR Chip Seal	11,000.00	SY	\$7.95	\$87,450.00
6	MAG Type II Micro Seal	11,000.00	SY	\$5.25	\$57,750.00
7	Traffic Control	1.00	LS	\$35,000.00	\$35,000.00
8	White Paint Striping 4" Equiv. (Fog Line - 6,600 LF / Hold Bar - 55 LF)	6,710.00	LF	\$0.15	\$1,006.50
9	Yellow Paint Striping 4" Equiv. (Double Yellow 3,300 LF)	6,600.00	LF	\$0.15	\$990.00
Total Price for above Option 1 - CS/Cape Seal Items:					\$236,596.50
Option 2 - PMAR SAMI & 2" MAG 1/2" OL					
1	Mobilization	1.00	LS	\$32,000.00	\$32,000.00
2	Survey	1.00	LS	\$4,624.01	\$4,624.01
3	Asphalt Patching (R&R)	800.00	SF	\$18.00	\$14,400.00
4	PMAR Chip Seal	11,000.00	SY	\$7.95	\$87,450.00
5	Edge Milling (along Guardrail And Transitions)	1,800.00	SY	\$12.50	\$22,500.00
6	2" Overlay (MAG 1/2" Marshall W/15% RAP) (Includes Tack Coat)	1,237.00	TON	\$195.00	\$241,215.00
7	Traffic Control	1.00	LS	\$40,000.00	\$40,000.00
8	White Paint Striping 4" Equiv. (Fog Line - 6,600 LF / Hold Bar - 55 LF)	6,710.00	LF	\$0.15	\$1,006.50
9	Yellow Paint Striping 4" Equiv. (Double Yellow 3,300 LF)	6,600.00	LF	\$0.15	\$990.00
Total Price for above Option 2 - PMAR SAMI & 2" MAG 1/2" OL Items:					\$444,185.51

Notes:

- **Proposal Based off City of Prescott JOC**
- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.



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Project Name:	Chino Valley Outer Loop	Bid Number:	
Project Location:	Outer Loop Rd (89A To Road 1 W), Chino Valley, AZ	Bid Date:	8/28/2024

- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified Permits, Plans, Engineering, Construction Water, As-Builts, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Curb Line/Joint Sealing, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Jeff Smith
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Page 2 of 4

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

† 623-907-2800 † 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 9/24/2024
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. 2024-1271 for a conditional use permit to allow for a soil remediation system and related equipment to be installed on a property located at 1910 N State Route 89, Chino Valley, Arizona.

SUMMARY:

This is a request by Encore Consulting LLC, on behalf of Circle-K, for a Conditional Use Permit to allow for a Soil Remediation System and related equipment to be installed.

PREVIOUS ACTION:

On July 16, 2024, the Planning and Zoning Commission forwarded a recommendation of APPROVAL to the Town Council with a vote of 6-0. For dialogue, please see the attached Planning and Zoning Hearing Minutes.

STAFF RECOMMENDATION:

i) Hold a Public Hearing ii) Approve Resolution No. 2024-1271

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Attachment 1 - CUP-2024-02 - RES 2024-1271 - Circle K Remediation
2.	Attachment 2 - CUP-2024-02 P&Z Minutes
3.	Attachment 3 - CUP-2024-02 - Staff Report

RESOLUTION NO. 2024-1271

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING CONDITIONAL USE PERMIT 2024-02 FOR INSTALLATION OF A SOIL REMEDIATION SYSTEM FOR THREE YEARS, SUBJECT TO CONDITIONS, AT THE CIRCLE K STORE LOCATED AT 1910 N STATE ROUTE 89, 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, Lynn Niewiadomski, on behalf of PD 2 Limited Partnership for Circle K (tenants), applied for a conditional use permit to install a temporary soil remediation system and related equipment to address soil and groundwater concentrations of petroleum; and

WHEREAS, the proposed remediation staging area 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 (“CUP-2024-02”) to install a temporary soil remediation system and related equipment to address soil and groundwater concentrations of petroleum in an approximately 1600 square foot area within the 3.49-acre parcel of land generally located at 1910 N State Route 89, Chino Valley, Arizona (Yavapai County Assessor Parcel No. 306-06-030F), as described in the application submitted, is hereby approved, subject to the requirements of Ariz. Rev. Stat. §§ 28-7201 *et seq.*, the Chino Valley Town Code, and the following conditions:

1. **Compliance:** The Owner/applicant shall comply with all conditions, codes, rules, fees, and regulations applicable to this action.
2. **Waiver:** The Owner/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.
3. **Site Improvements:** The Owner/applicant shall make the necessary site improvements and shall submit plans for review to include installation of a 7’ CMU wall enclosure matching the primary adjacent building, lighting, signage, underground trenching, utility connections, and any other permits, as needed, for review and approval by the

Development Services Department. Any and all site improvements shall be to the satisfaction of the Director of Development Services or designee thereof.

4. Security and Maintenance Measures: The Owner/applicant shall implement and maintain adequate security measures to ensure the safety and security of the facility, users, and neighbors. The property shall be monitored regularly by a qualified technician to verify that the system is operating in an acceptable manner. Permanent on-site signage shall be installed identifying the responsible contact and phone number in case of an emergency or complaint with the system and remediation activities on site. The property shall be further maintained in a clean and orderly condition at all times.
5. Deviations; Noncompliance: Deviations from the site plan and/or non-compliance with any of the prescribed conditions of CUP-2024-02 shall be grounds for revocation and/or reconsideration by both the Planning and Zoning Commission and the Town Council.
6. Semi-Annual Update: The Owner/applicant shall come before and provide an update to the Development Services Department every three to six months, commencing within three to six months of September 24, 2024, demonstrating clean-up progress and monitoring efforts in addition to all of ADEQ's reporting requirements.
7. Jurisdictional Compliance: The Owner/applicant shall satisfy all the requirements and provide copies of all permits by respective local, county, and state agencies, including but not limited to, Central Arizona Fire and Medical Authority (CAFMA), Yavapai County, ADWR, ADEQ, and any other stakeholders, as needed.
8. Parking: The Owner/applicant shall re-strip the parking areas and be responsible for any area surface repairs if the parking area is not maintained in good condition during and after the time of the remediation activity.
9. Time Limitation: The Owner/applicant shall remove the remediation system and related equipment within three years of September 24, 2024, or apply for an extension of CUP-2024-02 six months prior to its expiration.

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. 2024-1271 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 24, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

PUBLIC HEARING #D.1 – Case # CUP-2024-02 — This is a request by Lynn Niewiadomski, on behalf of Circle-K, for a Conditional Use Permit to allow for a Soil Remediation System and related equipment to be installed. The property is located at 1910 N State Route 89, Chino Valley, Arizona.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this project. There were none.

Assistant Director, **Will Dingee** presented the staff report and stated the applicant was in attendance. He stated the CUP being presented was for the above ground remediation equipment only and not for anything below ground. The Town of Chino Valley had no jurisdiction over anything below ground. Below ground was all handled at the County, State or Federal level. **Dingee** shared photos of the remediation site at Circle K and stated that the Town gave an at-risk approval for the remediation to begin, prior to the approval of this CUP. The Town did not want to hold up the project because of the critical nature of the incident. He shared there was no access to the remediation site through Circle K's parking lot, but through a back driveway. He shared a slide of the equipment used. **Dingee** explained the equipment noise was relatively low and the impact was gone relatively close to the remediation site. A Neighborhood meeting was held on June 13, 2024, with fifteen neighbors in attendance. At that meeting, the neighbors expressed no concerns on the remediation equipment, visual impacts or noise, just the underground component and **Dingee** reiterated that the Town had no jurisdiction below ground. Staff recommended the following conditions to be included in the CUP: walls, landscaping, parking re-striping, compliance with due process for local, county and state agencies, maintenance/surveillance/accountability and an expiration of three years with the ability to apply for an extension. Staff recommended approval.

Chair Merritt asked if anyone had questions for staff.

Switzer asked if the 1000-gallon diesel tank had secondary containment.

Dingee stated yes.

Pasciak asked if EPA had regulations for remediation.

Dingee stated EPA worked through ADEQ at the County.

Merritt asked if the Town had any authority for what happened underground.

Marbury stated the Town Code did not address anything for underground and would defer to State and County laws and regulations, primarily with ADEQ, for this matter.

Lynn Niewiadomski stated she was President of Encore Consulting and was hired by Circle K stores to conduct the investigation and remediation for the release.

Chair Merritt asked if the Commission had any questions for the applicant.

Switzer asked if the EPA had made any inspections of the site or gotten involved.

Niewiadomski stated the EPA gave authority to ADEQ and Circle K and that ADEQ was out at the site and looked at the equipment. Encore had several meetings with ADEQ and would continue to provide by-weekly progress reports to the ADEQ case manager. She stated the remediation was high on ADEQ's radar and Encore was in discussion with them ongoing. She talked in more detail about the equipment functions on-site.

Merritt stated the equipment was basically drawing gas vapors and/or other hydrocarbon products out of the ground, burning them and cleaning the air that got discharged into the atmosphere.

Niewiadomski stated that was correct.

Switzer asked if the burners were propane fired.

Niewiadomski stated yes, however they could switch to natural gas and hoped to do so in the future because there was a natural gas line close by.

Merritt stated that switching to natural gas would have to go through the gas company to provide access.

Niewiadomski stated yes, as well as go through the building department for a permit.

Switzer stated the efficiency was pretty high for burning the hydrocarbons but what about the burn-off from the fuel in the burning process.

Niewiadomski stated that the VOC's from burning of the propane were included in meeting the efficiency for gasoline organic destruction and the permit that they operated under allowed for propane or nature gas. Natural gas would be easier and had less equipment above ground.

Merritt asked if the generators factored into the equation.

Niewiadomski stated yes, the diesel-fueled generators fell into a class that did not require a permit.

Penn asked if Encore thought the project could exceed the three 3 years.

Niewiadomski stated it would take a minimum of two years but would likely exceed three years as the release was a large volume and would take some time.

Switzer asked for an update on migration of the spill.

Niewiadomski stated Encore had been sampling the regional aquifer by-weekly since May 1, 2024, and so far, there had been no indication of release into the aquifer. Encore was monitoring very closely.

Switzer asked if there was a contingency plan if the release reached the aquifer.

Niewiadomski stated plans were in place if there were any indication of release into the indicator wells, they would reassess what would be needed to happen next and there would be enough time before it would get to any other well. She stated Encore had a backup plan if there were contamination to treat the water supply, but they did not anticipate that based on what they were currently seeing.

Merritt asked if Encore looked at just the Town wells or private wells.

Niewiadomski stated Encore looked at all private and the Town network wells including community water suppliers. The wells closest to the site are mostly individual wells with the exception of the apartments behind Circle K, which had a small water supplier.

Meadors asked which direction the water flowed underground.

Niewiadomski stated that regionally the water flowed North/Northwest based on their research and they constantly looked at and were trying to get more information on the larger well networks that pump, to understand if there would be any influence that would have ground water flow shifts.

Switzer asked if the generators ran 24/7.

Niewiadomski stated yes, the equipment was run 24/7.

Marbury asked if there were any plans to directly connect to APS.

Niewiadomski stated yes, once they got approval from the Commission and Town Council they would apply for the Building Permit to get started on the electric and natural gas service which would eliminate the two generators, the propane tank and the diesel fuel cell.

Switzer stated the equipment were mobile units and asked if they would consider a larger semi-permanent or permanent unit.

Niewiadomski stated a skid-mounted, more permanent unit would take up more space which was limited on this site. She stated they did not think they would always need two units, but it was necessary at this point.

Switzer asked if the two units were as efficient as possible for removing the contamination.

Niewiadomski replied there was only so much flow that the soil formation will give up, bigger was not necessarily better and would use more fuel and produce more combustion emissions. They were monitoring them weekly to make sure they were running as efficiently as possible and that it was a process.

Switzer asked if the CUP would cover an increase or decrease in the equipment footprint.

Lineberry stated that what was presented was a worst-case scenario and anything less would be covered by the CUP.

Switzer stated unless they wanted to add equipment.

Lineberry replied that if they wanted to add they would need to have a discussion with staff to see what that would look like.

Merritt stated a CUP could be updated on a relatively short notice. He asked if **Niewiadomski's** company was employed by Circle K and provided a specialized service.

Niewiadomski replied yes, she had been in this business for 30 years and had done many UST release investigations and remediations.

Chair Merritt opened the meeting for public comments. There were none.

Merritt closed the public hearing portion of the meeting.

Merritt asked if the Commission had any more questions for staff or applicant.

Meadors asked about part three on the Conditions of Approval - the hedges for the buffer zone. She thought they looked good initially but were usually not maintained. She would like to see staff stop requiring hedges and landscaping on all new projects. She believed the wall requirement was sufficient.

Merritt asked if a wall could be a requirement for approval.

Lineberry stated that with a CUP, Circle K was responsible for the maintenance of the landscaping until they were done with the clean-up. If there were any issues, the Town could go to Circle K and tell them they need to fix it, that they were not in compliance with their CUP. If the Commission just wanted a block wall it should be painted to match the Circle K building.

Meadors asked if the block wall would need to come down when the project is finished.

Dingee replied it was not required for them to take the wall down, they might want to keep it for a dumpster enclosure, but if the Commission wanted it to come down when the project is finished, the Town would need to stipulate that.

Meadors stated she felt that Circle K did not take care of their property and she does not want to see dead plants.

Merritt stated the Commission could remove the landscaping requirement when the Motion was made.

Motion was made by Pasciak, seconded by Meadors to approve CUP-2024-02, as presented, subject to the staff report and information provided during the hearing, and the Conditions of Approval in Attachment A with the removal of the language requiring landscaping and a landscaping plan.

A roll-call vote was taken and the motion passed unanimously with a 6-0 vote.



TOWN OF CHINO VALLEY
Planning Commission Staff Report
July 16, 2024
File Number: CUP-2024-02
Conditional Use Permit

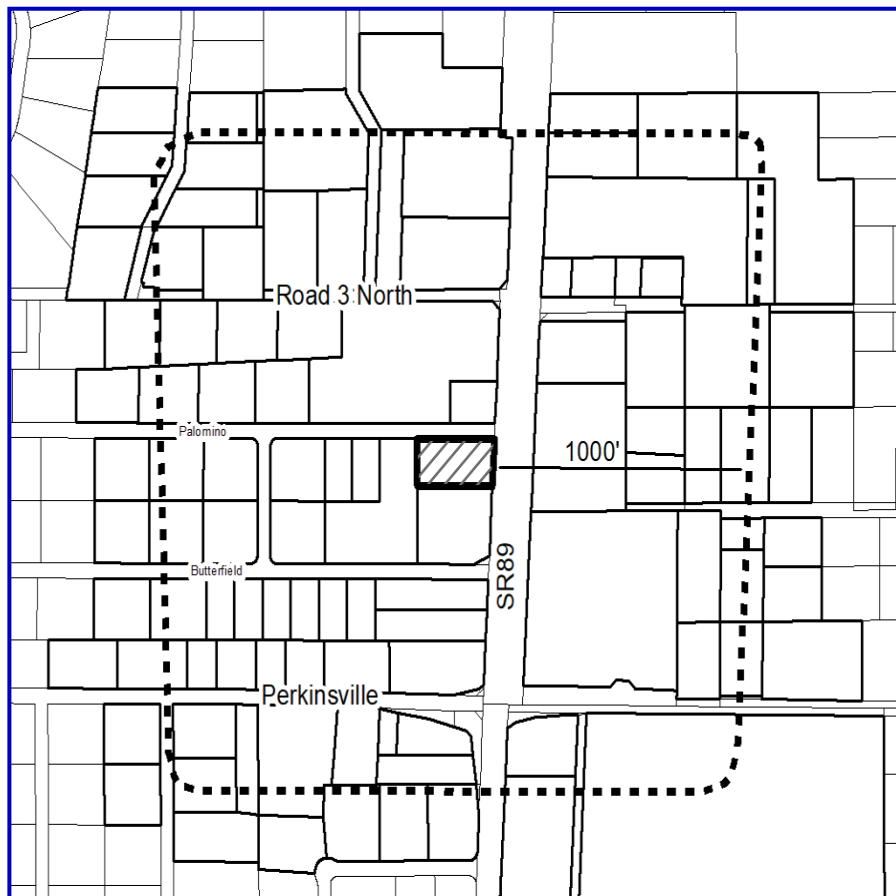
PROJECT DESCRIPTION

This is a request by Lynn Niewiadomski, on behalf of Circle-K, for a Conditional Use Permit to allow for a Soil Remediation System and related equipment to be installed. The property is located at 1910 N State Route 89, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL" – Commercial Light	Circle K/ Butterfield Medical Plaza	HMU – Horizontal Multi-Use
North	"CL" – Commercial Light	Pharmacy/McDonalds	HMU – Horizontal Multi-Use
South	"CL" – Commercial Light	Chase Bank	HMU – Horizontal Multi-Use
East	"CL" – Commercial Light	Real Estate Office	HMU – Horizontal Multi-Use
West	"CL" – Commercial Light	Chino Dental	HMU – Horizontal Multi-Use

LOCATION MAP



PRIOR SITE ACTIONS: None

STAFF RECOMMENDATION: Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** of the Conditional Use Permit for the temporary installation of soil remediation equipment.

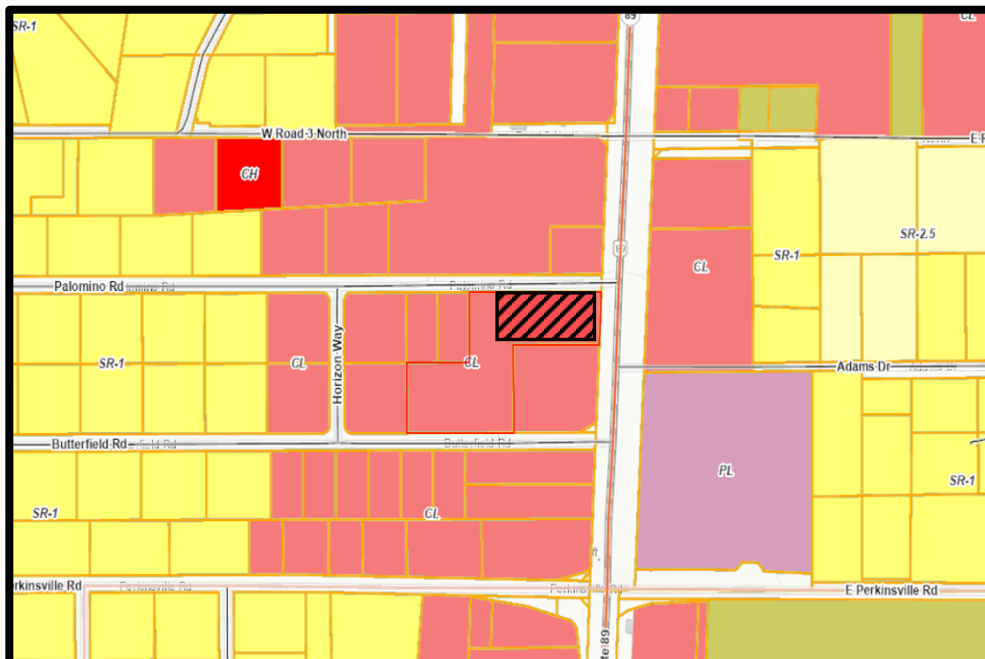
SUGGESTED MOTION: Move to **APPROVE** Conditional Use Permit CUP-2024-02 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL: By approving this Conditional Use Permit, the Planning and Zoning Commission is recommending approval to Town Council for the CUP-2024-02 Conditional Use Permit, located at 1910 N State Route 89, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the zoning and uses on the parcel.

Zoning

The subject property is currently zoned as Commercial Light (CL). The applicant is requesting a Conditional Use Permit to allow for a Soil Remediation System and related equipment to be installed on a portion of the subject property until the soil remediation has been deemed complete.

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 approval by Council, with conditions as necessary to make the use compatible with other uses permitted in the same zoning district or vicinity. Conditional uses run with the land.



Staff Analysis:

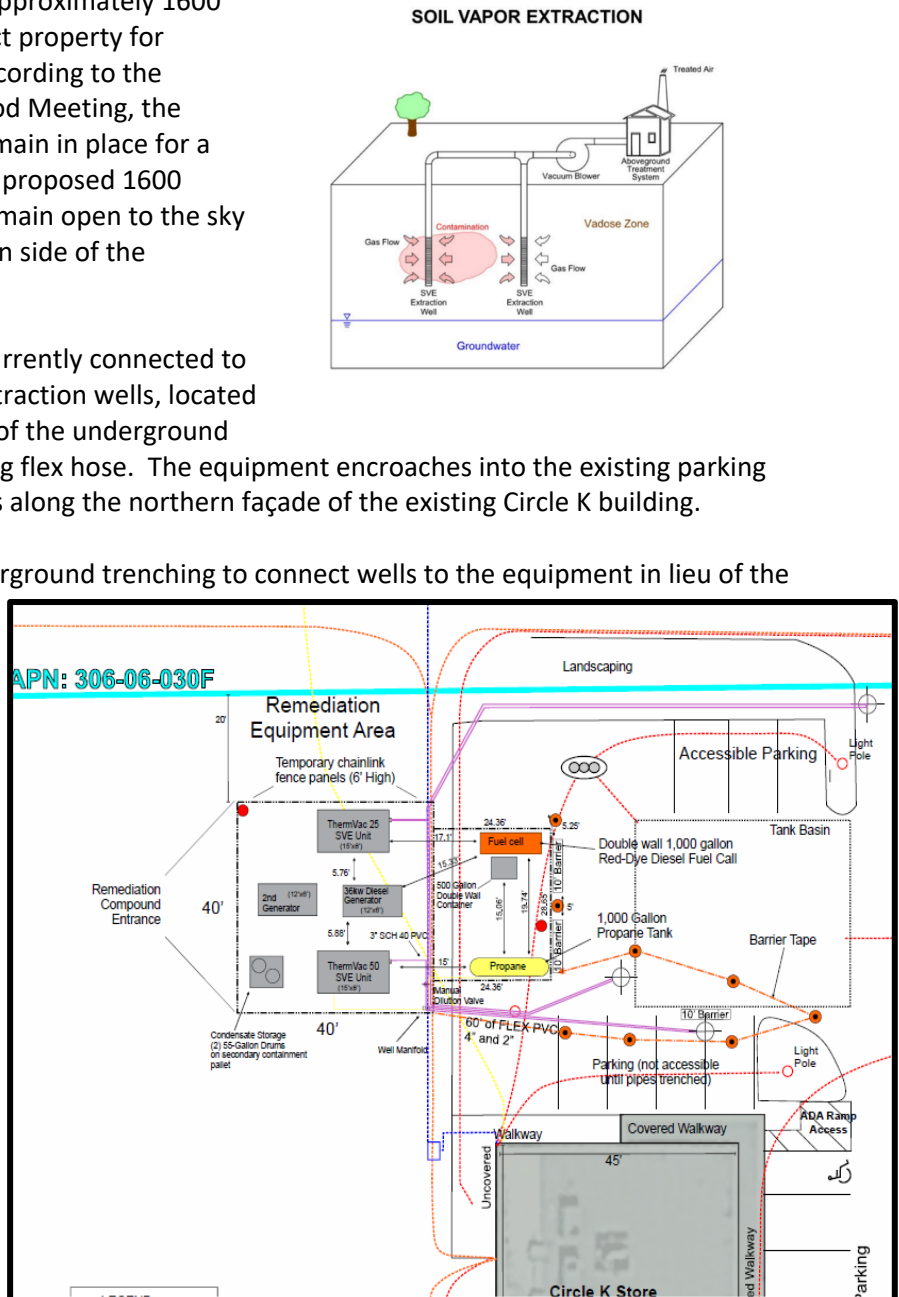
Between December of 2023 and January of 2024, a fuel release was identified at the existing Circle K Store and fueling station located at 1910 N State Route 89 within the Town of Chino Valley. In order to clean up the spill, soil remediation equipment has been moved on-site and clean up has begun.

The applicant has enclosed approximately 1600 square feet within the subject property for Remediation Equipment. According to the applicant at the Neighborhood Meeting, the equipment is expected to remain in place for a minimum of two years. The proposed 1600 square foot enclosure will remain open to the sky with access along the western side of the enclosure

The remediation system is currently connected to two subsurface soil vapor extraction wells, located on the south and west sides of the underground storage tank (UST) basin using flex hose. The equipment encroaches into the existing parking spaces and pedestrian access along the northern façade of the existing Circle K building.

The applicant proposes underground trenching to connect wells to the equipment in lieu of the

current use of hoses along the surface. After approval of this conditional use permit, Circle K intends to apply for the building permit for connection to the existing subsurface natural gas line and electric service within the immediate vicinity compound, which will allow the remediation system to operate without the need for diesel fuel, propane and generators, thus further reducing noise and fuel delivery tracking. The scope will not be adding any permanent new usable floor area to the existing retail building.



An acoustical survey was provided by the applicant indicating minimal impacts from the remediation equipment area itself, stating that the vehicular noise along the State Route 89 had a louder impact.

The applicant indicates that the site will be visited by a field technician on a weekly basis for the initial 3 to 6 months of operation, followed by bi-weekly visits thereafter.

Each equipment system includes remote telemetry devices that allow for remote monitoring for maintenance and operational issues. Additionally, there will be monthly sampling to ensure the 98% destruction efficiency is achieved in compliance ADEQ permit.

The existing remediation system is surrounded by a temporary chain-link fence screened with sound absorption panels to block the view of the equipment and to minimize noise from operation of the system. The fence is 6' in height. The tallest piece of equipment is approximately ten (10) feet in height. Due to visibility concerns from the public right-of-way and adjacent business neighbors, staff has added project specific conditions related to visibility buffers, site maintenance and post remediation measures.



Staff is recommending that the following project specific conditions be attached to this Conditional Use Permit:

1. The owner/applicant shall install a 7' CMU Wall enclosure within two months of CUP approval by Town Council, with the exterior to match the primary adjacent building, in order to conceal the equipment from public view and reduce noise impacts to neighbors when there is less traffic on SR89. Live hedges shall be planted along all sides of the enclosure to soften its appearance. A wall and planting plan shall have staff approval prior to installation.
2. The owner/applicant shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within forty-eight (48) hours of its discovery in matching colors to the existing conditions
3. The owner/applicant shall provide copies of all required permits by respective local, county and state agencies.
4. The owner/applicant shall apply for necessary building permits for fencing, underground trenching, utility connections and other permits, as needed.
5. The owner/applicant shall have the property monitored regularly by a qualified technician to verify that the system is operating in an acceptable manner.
6. The owner/applicant shall post a permanent sign on-site, identifying the responsible contact and telephone number, in case of an emergency or complaint with the system.
7. The owner/applicant shall provide evidence of clean up progress as well as monitoring efforts on a semi-annual basis to the Town's Development Services Department, in addition to ADEQ's reporting requirements.

8. The owner/applicant shall agree to re-stripe the parking areas and be responsible for any parking area surface repairs, if the parking area is not maintained in good condition during the time of the remediation activity.
9. The owner/applicant shall remove the remediation system within three (3) years from the date of CUP approval or apply for an extension of the Conditional Use Permit six (6) months prior to its expiration date.

The granting of the Conditional Use Permit, with conditions, is necessary to improve public health, will not be detrimental to the public welfare and will not unreasonably interfere with the primary use, possession and enjoyment of the surrounding and adjacent properties.

PUBLIC COMMENTS RECEIVED:

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING COMMENTS: See Attachment C

PROPOSED CONDITIONS DELIVERED TO APPLICANT ON:

☒	Applicant agreed with all of the conditions of approval on June 19 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
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research

PREPARED BY:
JESSICA BARRAGAN, SENIOR PLANNER
928 636-3473

DATE:
JUNE 17TH, 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 conditional use for the site:

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

1. The Owner 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 Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision of this item by the Town Council.

Planning and Zoning: Jessica Barragan, Senior Planner, (928) 636-3473

3. The owner/applicant shall install a 7' CMU Wall enclosure within two months of CUP approval by Town Council, with the exterior to match the primary adjacent building, in order to conceal the equipment from public view and reduce noise impacts to neighbors when there is less traffic on SR89. Live hedges shall be planted along all sides of the enclosure to soften its appearance. A wall and planting plan is required to have staff approval prior to installation.
4. The owner/applicant shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within forty-eight (48) hours of its discovery in matching colors to the existing conditions
5. The owner/applicant shall provide copies of all required permits by respective local, county and state agencies.
6. The owner/applicant shall apply for necessary building permits for fencing, underground trenching, utility connections and other permits, as needed.
7. The owner/applicant shall have the property monitored regularly by a qualified technician to verify that the system is operating in an acceptable manner.
8. The owner/applicant shall post a permanent sign on-site, identifying the responsible contact and telephone number, in case of an emergency or complaint with the system.
9. The owner/applicant shall provide evidence of clean up progress as well as monitoring efforts on a semi-annual basis to the Town's Development Services Department, in addition to ADEQ's reporting requirements.
10. The owner/applicant shall agree to re-stripe the parking areas and shall be responsible for any parking area surface repairs, during the time of the remediation activity.
11. The owner/applicant shall remove the remediation system within three (3) years from the date of CUP approval or apply for an extension of the Conditional Use Permit six (6) months prior to its expiration date.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B

EXTERNAL AGENCY COMMENTS

From: [Alvarez, Samantha](#)
To: [Jessica Barragan](#)
Subject: RE: (Request for Conditions & Comments)___ CUP-2024-02 - CIRCLE K - SOIL REMEDIATION - 1910 N STATE ROUTE 89 _ 306-06-030F
Date: Monday, June 3, 2024 2:29:24 PM
Attachments: [image001.png](#)

Hello, sorry again for the confusion and thanks for getting back to me so quickly!

Right where the compound is going to be located, is right on top of the primary line from the pole to the transformer. The main concern would be any excavation that would create conflict or safety concern.

If there will be excavation at that site, please ensure blue stake and potholing is done to avoid the lines. Should we need to relocate anything the project timeline is 12-16 weeks and will be the customers responsibility to pay for.

If this will be set up for multiple years it will be on top of the easement so there could potentially be issues with maintenance.

Site plan indicates above ground propane piping going near the transformer – will need to make sure proper clearances are maintained and nothing is within 10' on the opening side of the transformer.

This is what I have on initial concern and questions. Let me know if you need anything else from me.

Thank you,
Samantha Alvarez

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: JUNE 13, 2024

LOCATION: CHINO VALLEY TOWN HALL COUNCIL CHAMBERS – 202 NORTH STATE ROUTE 89

ATTENDEES:

- Agent/Developer: (Encore Consulting) Lynn Niewiadomski (attended remotely), Collin Schaumburg, Jesus Ibarra
- Property Owner: (Circle K) Anthony Bell (attended remotely) and Allen Cubberly (attended remotely)
- Town Staff: Jessica Barragan, Senior Planner
- Neighbors: 15 neighbors

There were no concerns expressed over the proposed remediation equipment staging area, visual impacts or noise concerns as related to the subject Conditional Use Permit.

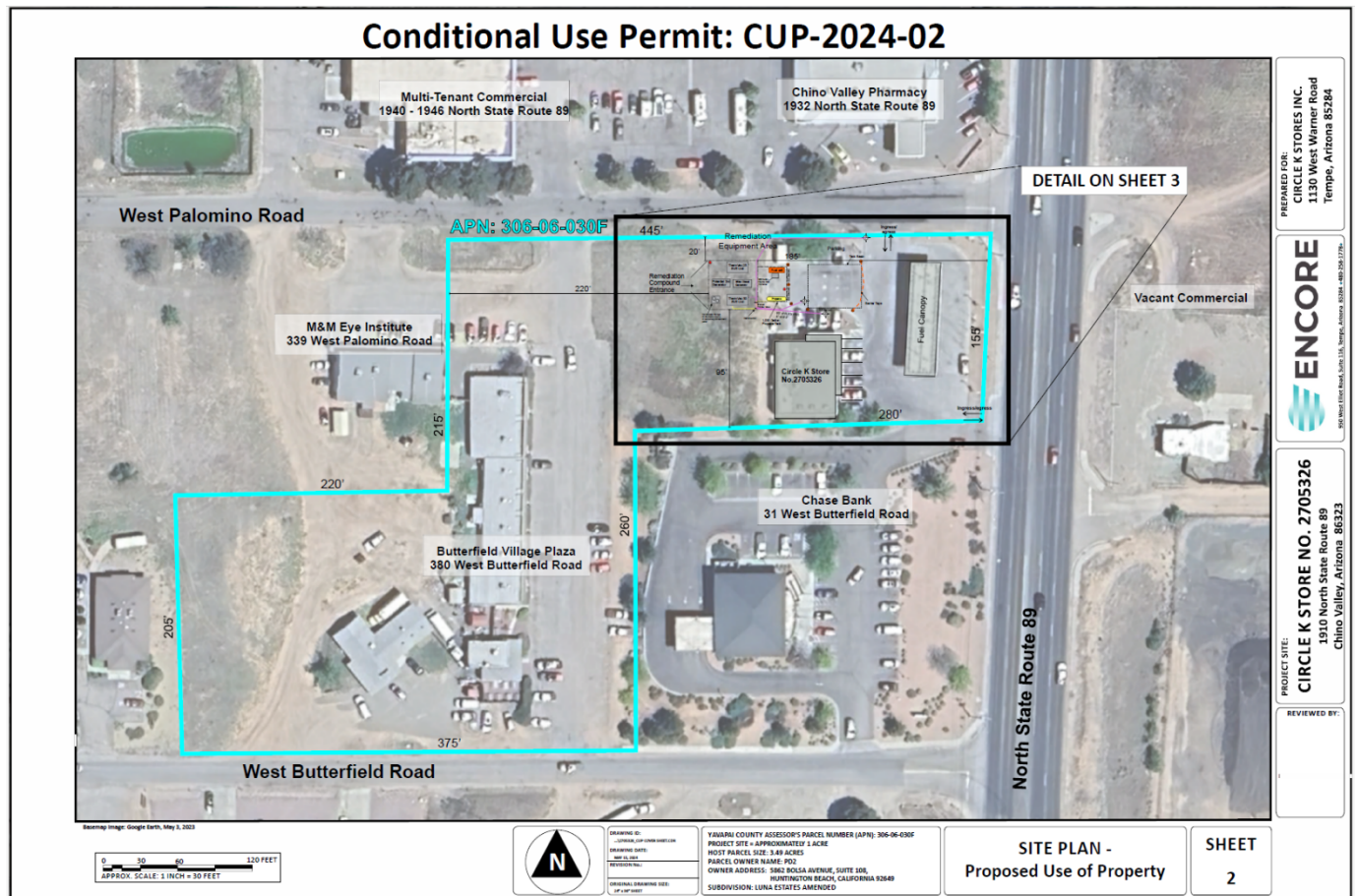
Concerns that were expressed revolved around:

- Circle K and ADEQ's lack of response to public outreach and follow-through when contacted via information provided on the Town's website
- Findings of damage and specifics of impacts to well water
- Lack of testing to other concerns residents/tenant that are outside of their immediate testing area.
- On-going reporting standards
- The neighbors expressed discontent with responses from Circle-K's representatives

ATTACHMENT D
SITE PLAN AND EXHIBITS

APN# 306-06-030F
Address: Property located on the 1910 N STATE ROUTE 89
Chino Valley, Arizona.

Site Plan Submitted by Applicant at Point of Submission
(See additional attachments in addendum)



ATTACHMENT E

STAFF RESEARCH



STAFF RESEARCH – CONDITIONAL USE PERMIT

CASE #: CUP-2024-02 – SOIL REMEDIATION SITE AT CIRCLE K

CASE PLANNER: JESSICA BARRAGAN

PROJECT NARRATIVE: This is a request by Lynn Niewiadomski, on behalf of Circle-K, for a Conditional Use Permit to allow for a Soil Remediation System and related equipment to be installed. The property is located at 1910 N State Route 89, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:	1910 N State Route 89				
Parcel Number(s):	306-06-030F				
PARCEL SIZE(s):	152,024 sf				
Total Acreage:	3.49				
Proposed Dwelling Units:	0				
Address:	1910 N State Route 89				
Applicant:	Circle K				
Applicant's Agent:	ENCORE Consulting - Lynn Niewiadomski & Collin Schaumburg				
Conforms to G.P. Land Use Conformity Matrix:	Yes	X	No		
Zoning Overlay	PAD	n/a			
Within ½ Mile of SR89?	Yes	X	No		If yes, Property is restricted – site-built only
Existing Zoning	Use(s) on-site			General Plan Designation	
Site	"CL" – Commercial Light			Circle K/ Butterfield Medical Plaza HMU – Horizontal Multi-Use	
North	"CL" – Commercial Light			Pharmacy/McDonalds HMU – Horizontal Multi-Use	
South	"CL" – Commercial Light			Chase Bank HMU – Horizontal Multi-Use	
East	"CL" – Commercial Light			Real Estate Office HMU – Horizontal Multi-Use	
West	"CL" – Commercial Light			Chino Dental HMU – Horizontal Multi-Use	
Prior Cases or Related Actions:					
Type	Cases, Actions or Agreements				
Pre-Annexation Agreement	Yes		No	X	
Annexation	Yes	X	No		Original Town – 9/21/1970
General Plan Amendment	Yes		No	X	
Development Agreement	Yes		No	X	
Rezone	Yes		No	X	
Subdivision	Yes	X	No		Luna Estates Amended
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 - CVID					

Staff Research – CUP-2024-02

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 acres or 50 dwelling units?	L.U. Policy 2.1	n/a	PRN Policy 2.8	n/a		
Issues:	None					
Circulation Element:						
Road Classification	Palomino Rd - Local	Existing Row	50'	Required Row	50'	
Issues:	None					
Parks, Recreation, and Natural Resources Element:						
Closest Park:	Community Center Park					
Within 1 mile of the Peavine Trail?	No					
Flooding?	FEMA Flood Plain Designation	n/a	Town Flood Map	n/a		
Issues:	None					
Community Services and Facilities Element:						
Water Source:	Town		Well	X	Prescott	Private System:
Sewer:	Town		Septic	X		
Issues:	None					
Economic Development Element:						
SR-89 Corridor?	Yes	Enhancement: Goal ED-6		Yes		
Old Home Manor?	No	Goal ED-2				
Issues:	None					

NOTIFICATION

- **Legal Ad Published:** (06/09/2024)
- **Neighborhood Meeting:** (05/30/2024)
- **1000' Vicinity Mailing:** (05/13/2024)
- **Hearing Dates:** (07/16/2024 & 08/20/2024)
- **Reviewing Agencies Noticed:** (05/09/2024)
- **Agency Comments Due:** (05/27/2024)
- **Site Posted:** (06/06/2024)

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Samantha Alvarez – APS	Y	6/3/2024		X	X
Richard Perez - A.D.O.T.	N				
Ralph Baker – C.V.I.D.	N				
Darrell Tirpak - CAFMA	N				
Dawn Capotosi – YC ENV	Y	6/3/2024	X		
Monica Kriner – YC Health	N				
Lauren Hildebrand – ADEQ	Y	6/3/2024	X		
LUMEN (Previously Centurylink)					
Unisource Gas					
CVUSD					
United States Postal Service					
Mark Holmes – Water Advisor	Y	6/3/2024	X		

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	6/5/2024		Y	Y
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services					
Frank Marbury – Engineer/ Public Works Director					
Steve Sullivan – Assistant Engineer – Public Works	Y	6/3/2024	X		
Dan Trout – Chief Building Official – Development Services					
Frank Snowney or Keith Hurtt – Code Enforcement – Development Services					
Chuck Winn – Chief of Police - Police					



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 9/24/2024
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. 2024-947 to rezone approximately three acres of land located at 772 West Road 1 North from Agricultural Residential, 5-acre minimum (AR-5) to Single Family Residential, 1-acre minimum (SR-1).

SUMMARY:

This is a request by Christopher Barrett, on behalf of LJCC Properties LLC, for a rezone of approximately three acres of land from Agricultural Residential, minimum five acres (AR-5) to Single Family Residential, minimum one acre (SR-1). The applicant's intention is to divide the three acre parcel into two, one and a half acre parcels and construct a home on each parcel, one of which is already under construction.

PREVIOUS ACTION:

On September 3, 2024, the Planning and Zoning Commission forwarded a recommendation of APPROVAL to the Town Council with a vote of 6-0. For dialogue, please see the attached Planning and Zoning Hearing Minutes.

STAFF RECOMMENDATION:

i) Hold a Public Hearing ii) Approve Ordinance No. 2024-947

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Attachment 1 - ZC-2024-05 - ORD 2024-947
2.	Attachment 2 - ZC-2024-05 P&Z Minutes
3.	Attachment 3 - ZC-2024-05 - Staff Report

When recorded, return to:
Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2024-947

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 3 ACRES OF REAL PROPERTY LOCATED AT 772 WEST ROAD 1 NORTH (APN 306-23-030B) FROM AR-5 (AGRICULTURAL/RESIDENTIAL – 5-ACRE MINIMUM) TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1-ACRE MINIMUM).

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 3 acres of real property (Yavapai County Assessor Parcel No. 306-23-030B) located at 772 West Road 1 North, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Agricultural Residential, 5-Acre Minimum (“AR-5”) to Single Family Residential, 1-Acre Minimum (“SR-1”) (the “Zoning Map Amendment”); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms 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 (ZC-2024-05); 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 A.R.S. 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 3 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from AR-5 to SR-1 to further divide the property into three or four lots, subject to the requirements of the Chino Valley Town Code (“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 developer shall widen the existing access road through the property to conform to UDO § 5.3.2, Table 5-2, Rural Subdivision Private Street Minimum Design Standards, as follows:

Number of Lots:	2 to 3
Improvement Width:	20'
Subgrade:	6"
Base Depth:	4"
Surface Depth:	2" Dust Free Material.

3. The developer shall provide Finish Floor Elevations for proposed structures from an Arizona Registered Civil Engineer, which are to be certified by an Arizona Registered Land Surveyor during construction.

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 stipulations provided herein.

SECTION 4. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 24th day of September 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. 2024-947 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on September 24, 2024, and that quorum was present, and that the vote thereon was ___ ayes, ___ nays, and ___ abstentions. ___ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2024-947

[Property Description]

Parcel 1:

All that certain tract and/or parcel of ground situate in the Northwest one-quarter (NW 1/4) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, and more particularly described by metes and bounds as follows, to wit:

BEGINNING at the Northeast corner of the herein described tract or ground, from which the West one-quarter of said Section 22 lies West, 1,351.13 feet and South, 896.35 feet;

Thence South 01°49'30" West, 334.12 feet;

Thence South 89°44'10" West, 250.06 feet;

Thence North 26°38'30" West, 28.37 feet;

Thence North 81°27'37" West, 202.92 feet;

Thence North 01°30'26" East, 151.49 feet;

Thence North 22°13'41" East, 136.38 feet;

Thence North 89°44'10" East, 418.52 feet, to the POINT OF BEGINNING, previously described.

Parcel 2:

An easement for ingress and egress over the South 25 feet and the West 33 feet of the following described property:

All that certain tract and/or parcel of ground situate in the Northwest one-quarter (NW1/4) of Section 22, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, and more particularly described by metes and bounds as follows, to wit:

BEGINNING at the Northeast corner of the herein described tract, from which the West one-quarter corner of Section 22, Township 16 North, Range 2 West, lies South, 562.40 feet, and West 1,340.49 feet;

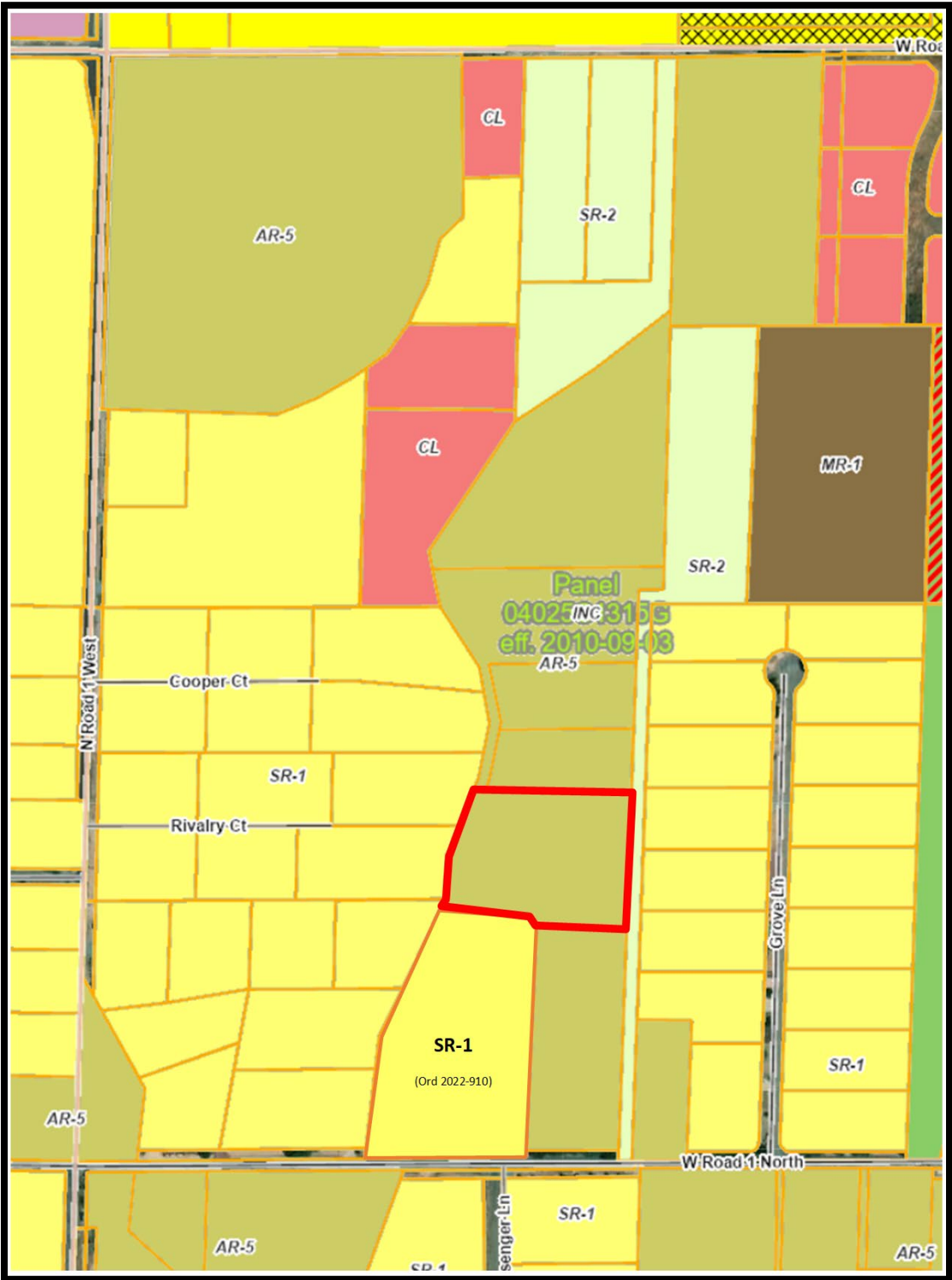
Thence South 01°49'30" West, 556.59 feet to a point in the centerline of Road 1 North; Thence, with centerline of Road 1 North, South 89°44'10" West, 256.18 feet;

Thence, departing the centerline of Road 1 North, North 02°27'15" East, 556.84 feet;

Thence, North 89°44' 10" East, 250.06 feet to the POINT OF BEGINNING.

APN 306-23-030B

EXHIBIT 2
TO
ORDINANCE 2024-947
[Zoning Map]



CONSENT CALENDAR – There were no consent calendar items for this meeting.

PUBLIC HEARING #D.1 – ZC-2024-05 – This is a request by Christopher Barrett, on behalf of LJCC Properties LLC, for a rezone of approximately 3 acres of land from Agricultural Residential, minimum 5 acre (AR-5) to Single Family Residential, minimum 1 acre (SR-1). The property is located at 772 W Road 1 North, Chino Valley, Arizona.

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 recommended approval.

Merritt asked if the Commission had any questions for Town staff. There were none.

Merritt asked if the Commission had any questions for the applicant.

Penn asked if the applicant planned on hooking up to the Town water and sewer.

Christopher Barrett, applicant, stated that there were two existing wells currently on the property and they did not plan on hooking up to the Town water and sewer.

Merritt asked if there were any Town infrastructure close to the subject property.

Marbury replied that there were not. He stated that the parcels would comply with the Town and State rules for septic and well on one-acre minimum parcels in that area.

Penn asked how many houses the applicant would be building on the three-acre property.

Barrett replied that after the rezone was approved, they planned on splitting the parcel one time and planned on two homes maximum.

Merritt opened the meeting for public comments. There were none.

Merritt closed the public hearing.

Meadors stated there had been complaints of flooding along Messenger Lane and asked if Town staff were addressing the situation.

Marbury replied there was a recommended zoning stipulation to address flooding. The Town Engineer would look at the finished floor elevations on the project. He shared that with the proposed layout the water would generally flow between the two houses.

Motion was made by Switzer, seconded by Meadors to approve ZC-2024-05, as presented, subject to the staff report and information provided during the hearing, and the Conditions of Approval in Attachment A. A vote was taken, and the motion passed unanimously with a 6-0 vote.



TOWN OF CHINO VALLEY
Planning Commission Staff Report
September 3rd, 2024
Rezone # ZC-2024-05

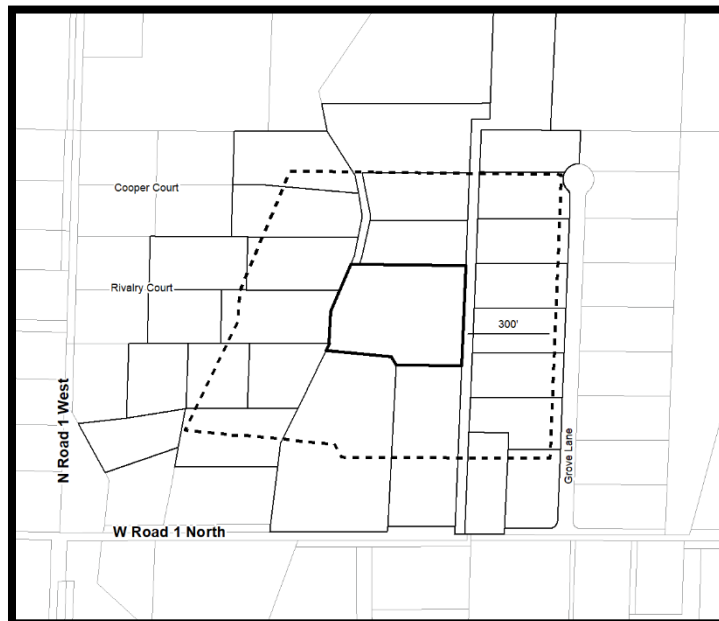
PROJECT DESCRIPTION

This is a request by Christopher Barrett, on behalf of LJCC Properties LLC, for a rezone of approximately 3 acres of land from Agricultural Residential, minimum 5 acres (AR-5) to Single Family Residential, minimum 1 acre (SR-1). The property is located at 772 W Road 1 North, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"AR-5" -Agricultural/Residential	Vacant	RR – Rural Residential (1 du/ac)
North	"AR-5" - Agricultural/Residential	Single Family Residential	RR – Rural Residential (1 du/ac)
South	"AR-5" - Agricultural/Residential	Single Family Residential	RR – Rural Residential (1 du/ac)
East	"SR-1" – Single Family Residential	Chino Grove	RR – Rural Residential (1 du/ac)
West	"SR-1" – Single Family Residential	Single Family Residential	RR – Rural Residential (1 du/ac)

LOCATION MAP



PRIOR SITE ACTIONS:

Land Division History

None

Rezone History

None

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the rezoning of approximately 3 acres of land from AR-5 Agricultural Residential to SR-1 Single Family Residential (minimum 1 acre), for property located at 772 W Road 1 North, Chino Valley, Arizona, with the Conditions of Approval found in Attachment A.

SUGGESTED MOTION:

Move to **APPROVE** Rezone ZC-2024-05 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:

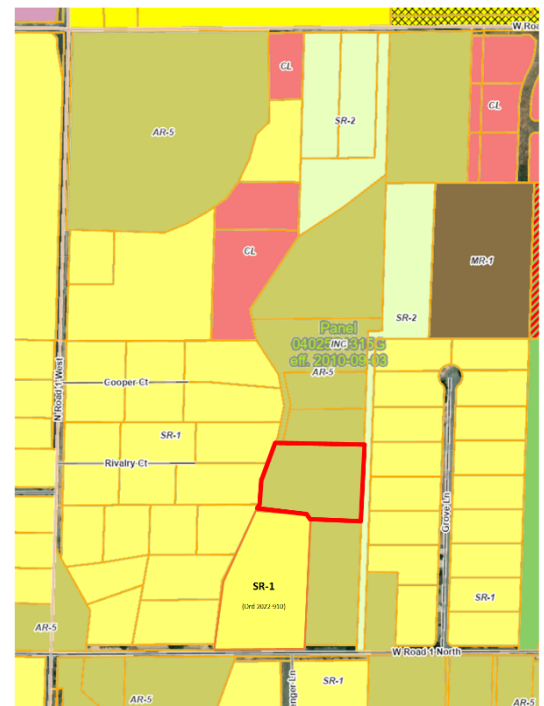
By approving this Rezone, the Planning and Zoning Commission is recommending approval to the Town Council for the rezoning of approximately 5 acres of land from AR-5 Agricultural Residential to SR-1 Single Family Residential, 1- acre minimum for property located at 772 W Road 1 North, Chino Valley, Arizona, subject to the staff report and information provided during this hearing.

Staff Analysis:

This is a request by Mr. Christopher Barrett on behalf of LJVV Properties LLC, for the rezone of approximately 3 acres of land from Agricultural Residential 5-Acre Minimum (AR-5) to Single Family Residential 1-acre minimum (SR-1). The applicant is currently constructing a single-family residence on the northwest portion of the property and intends to split off the remainder of the parcel for future construction. In order to allow for the future lot split, the parcel will need to be rezoned.

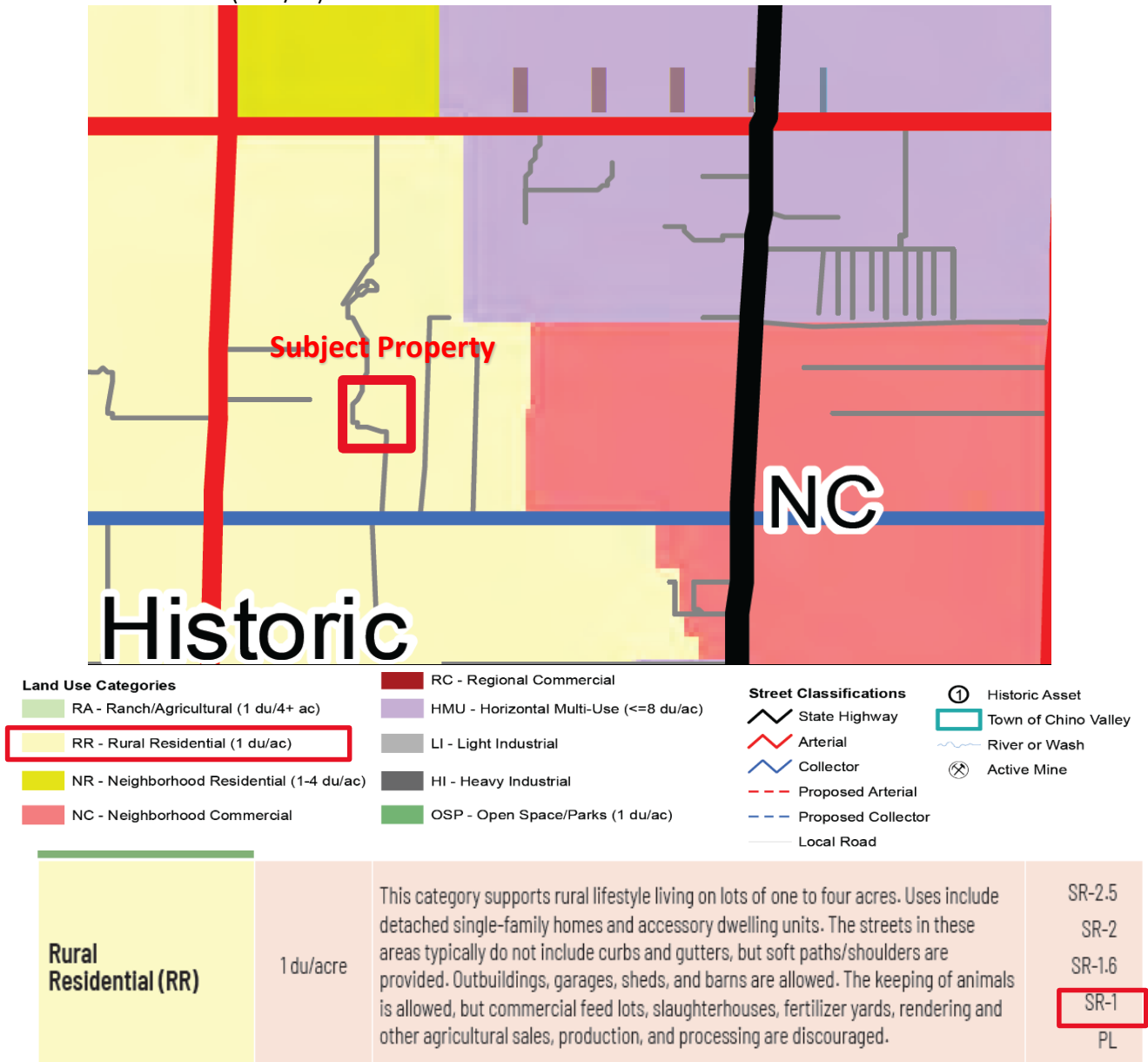
Zoning

Section 3.11B of the Unified Development Ordinance lists “One (1) single-family dwelling” as permitted use within the SR-1 Single Family Residential zoning district. The resulting rezone will allow for parcels at minimum 1 acre, consistent with those adjacent to the West, East and South, which are likewise zoned Single Family Residential 1-Acre Minimum (SR-1).



General Plan

The zoning request of SR-1 Single Family Residential zoning district will bring this property into conformance with the Towns recently adopted Make it Chino! 2040 General Plan's land use designation of Rural Residential (1 du/ac).



PUBLIC COMMENTS RECEIVED: None Received

AGENCY COMMENTS: See Attachment A

NEIGHBORHOOD MEETING COMMENTS: See Attachment B

PROPOSED CONDITIONS DELIVERED TO APPLICANT ON: August 14, 2023

☒	Applicant agreed with all of the conditions of approval on (August 14, 2024)
☐	Applicant did not agree with the following conditions of approval: ()
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D
Conditions of Approval	Neighborhood Meeting Comments	Zoning Map	Staff Research

PREPARED BY:

DATE:

JESSICA BARRAGAN, SENIOR PLANNER
(JBARRAGAN@CHINOAZ.NET)
928 636-3446

AUGUST 15, 2023

APPROVED BY:

DATE:

LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

AUGUST 15, 2024

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, 928 636-4427- x1217

1. The conditions listed below are in addition to any Town codes, rules, fees, and regulations that are applicable to this action.

Public Works/Engineering: Steve Sullivan, Assistant Town Engineer, (928) 636-7140 - x1308

2. The developer shall widen the existing access road through the property to conform to UDO §5.3.2, Table 5-2 Rural Subdivision Private Street Minimum Design Standards as follows:
 - # of Lots = 2 to 3
 - Improvement Width = 20'
 - Subgrade = 6"
 - Base Depth = 4"
 - Surface Depth = 2" Dust Free Material
3. The developer shall provide Finish Floor Elevations for proposed structures from an Arizona Registered Civil Engineer, which are to be certified by an Arizona Registered Land Surveyor during construction.

ATTACHMENT B
NEIGHBORHOOD MEETING

DATE MEETING HELD: AUGUST 1ST, 2024

LOCATION: ON SITE

ATTENDEES:

AGENT/DEVELOPER: CHRISTOPHER BARRETT, OWNER AND DAVE BUETTNER, BUILDER

TOWN STAFF: JESSICA BARRAGAN, SENIOR PLANNER

NEIGHBORS IN ATTENDANCE (ONE IN ATTENDANCE)

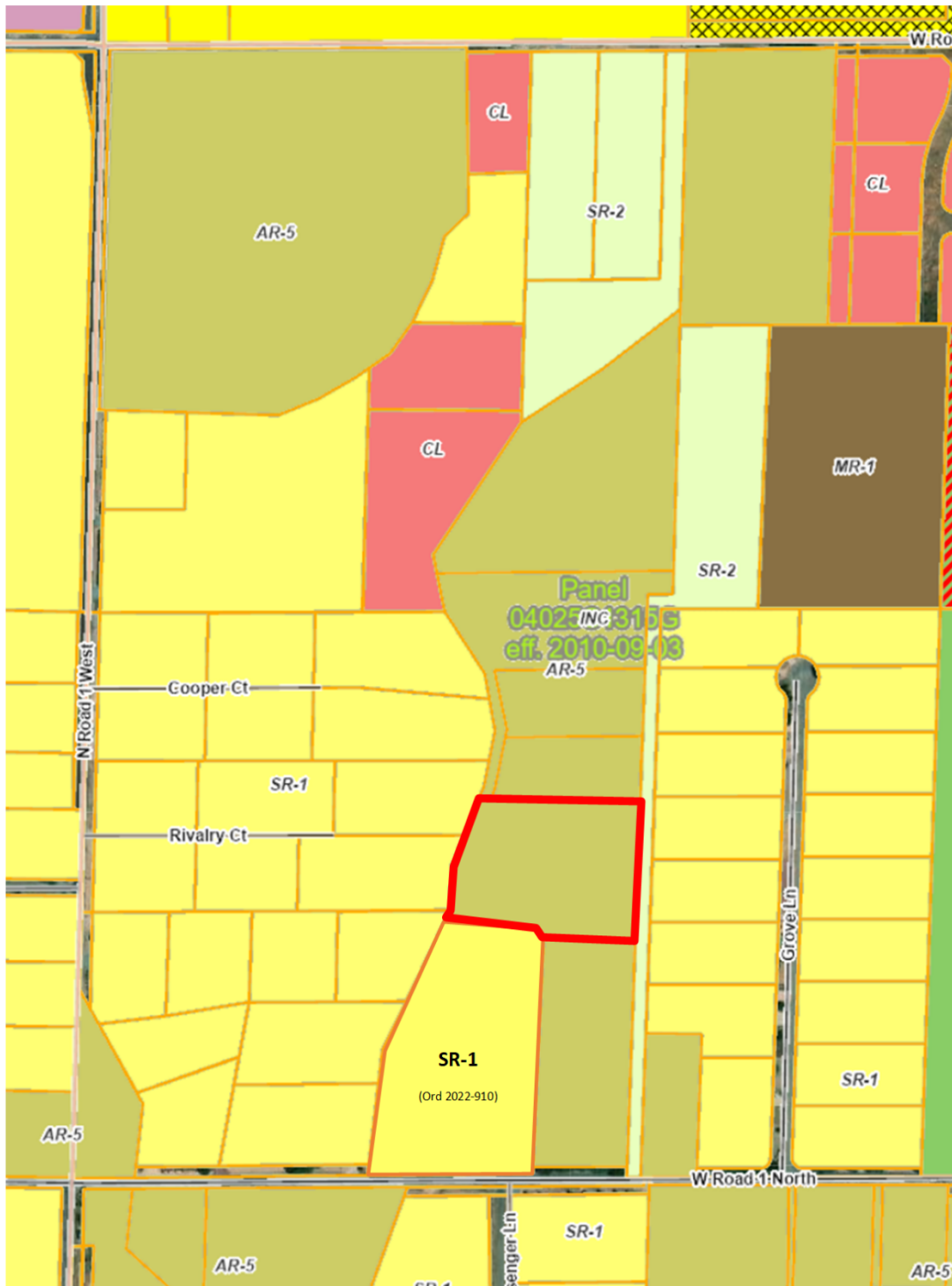
SUMMARY OF ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

- NO CONCERN WAS EXPRESSED OVER THE REZONE, AS THE NEIGHBOR HAD REZONED HIS PROPERTY DIRECTLY SOUTHWEST.
- NEIGHBOR WANTED TO ENSURE THAT THE DRAINAGE WAS BEING ADDRESSED.

ATTACHMENT C
ZONING MAP

APN# 306-23-030B

ADDRESS: 772 W ROAD 1 NORTH



ATTACHMENT D STAFF RESEARCH

	STAFF RESEARCH –ZC-2024-05 Barrett Rezone CASE #: ZC-2024-05 CASE PLANNER: JESSICA BARRAGAN
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PROJECT NARRATIVE: This is a request by Christopher Barrett, on behalf of LJCC Properties LLC, for a rezone of approximately 3 acres of land from Agricultural Residential, minimum 5 acre (AR-5) to Single Family Residential, minimum 1 acre (SR-1). The property is located at 772 W Road 1 North, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:	772 W Road 1 North				
Parcel Number(s):	306-17-001C				
Parcel Size(s):	130,680 sf				
Total Acreage:	3				
Proposed Dwelling Units:	0				
Address:	772 W Road 1 North				
Applicant:	Christopher Barrett				
Applicant's Agent:	Christopher Barrett				
Conforms to G.P. Land Use Conformity Matrix:	Yes	☐	No	☒	Rezoning for conformity
Zoning Overlay	PAD	N/A			
Within ½ Mile of SR89?	Yes	☐	No	☒	If yes, Property is restricted – site-built only

	Existing Zoning	Use(s) on-site		General Plan Designation
Site	"AR-5" - Agricultural/Residential	Vacant		RR – Rural Residential (1 du/ac)
North	"AR-5" - Agricultural/Residential	Single Family Residential		RR – Rural Residential (1 du/ac)
South	"AR-5" - Agricultural/Residential	Single Family Residential		RR – Rural Residential (1 du/ac)
East	"SR-1" – Single Family Residential	Chino Grove		RR – Rural Residential (1 du/ac)
West	"SR-1" – Single Family Residential	Single Family Residential		RR – Rural Residential (1 du/ac)

Prior Cases or Related Actions:				
Type	Cases, Actions or Agreements			
Pre-Annexation Agreement	Yes	☐	No	☒
Annexation	Yes	☒	No	Original Town 9/21/1970
General Plan Amendment	Yes	☐	No	☒
Development Agreement	Yes	☐	No	☒
Rezone	Yes	☐	No	☒
Subdivision	Yes	☐	No	☒
Conditional Use Permit	Yes	☐	No	☒
Pre-Application Meeting	Yes	☒	No	PA-2024-18
Enforcement Actions	Yes	☒	No	☒
Land Division Status:	Yes	☐	No	☒
Irrigation District:	None			

ATTACHMENT D STAFF RESEARCH

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:						
Land Use Designation:	RR – Rural Residential (1 du/ac)					
Is Project larger than 25 AC or 50 d.u.?	L.U. Policy 2.1	n/a	PRN Policy 2.8	n/a		
Issues:	None					
Circulation Element:						
Road Classification	Collector	Existing Row	N	Required Row	N	
Issues:	None					
Parks, Recreation, and Natural Resources Element:						
Closest Park:	Center Street Park					
Within 1 mile of the Peavine Trail?	No					
Flooding?	FEMA Flood Plain Designation	No	Town Flood Map	No		
Issues:	None					
Community Services and Facilities Element:						
Water Source:	Town	Well	x	Prescott	Private System:	
Sewer:	Town	Septic	x			
Issues:	None					
Economic Development Element:						
SR-89 Corridor?	n/a	Enhancement: Goal ED-6	n/a			
Old Home Manor?	n/a	Goal ED-2	n/a			
Issues:	None					

NOTIFICATION

- **Legal Ad Published:** (8/6/2024)
- **(300)' Vicinity Mailing:** (7/15/2024)
- **Reviewing Agencies Noticed:** (7/11/2024)
- **Neighborhood Meeting:** (8/1/2024)
- **Hearing Dates:** (P&Z 09/03/2024 - TC 9/24/2024)
- **Comments Due:** (8/5/2024)

<i>External List (Comments)</i>	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Samantha Alvarez – APS					
Richard Perez - A.D.O.T.					
Ralph Baker – C.V.I.D.					
Darrell Tirpak - CAFMA	x	7/24/24	x		
Suzanne Ehrlich – YC ENV					
Monica Kriner – YC Health					
SparkLight Cable					
LUMEN (Previously Centurylink)					
<i>External List (Comments)</i>	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Unisource Gas					
CVUSD					
United States Postal Service					
Mark Holmes – Water Advisor	x	7/17/24	x		

ATTACHMENT D
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	x	7/24/24		x	x
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services	x	7/24/24		x	x
Frank Marbury – Engineer/ Public Works Director					
Steve Sullivan – Assistant Engineer – Public Works	x	7/24/24		x	x
Dan Trout – Chief Building Official – Development Services					
Frank Snowney or Keith Hurtt – Code Enforcement – Development Services					
Chuck Winn – Chief of Police - Police					



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 9/24/2024
CONTACT PERSON: Maggie Holmberg, Economic Development Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to authorize staff to move forward with the successful bidder for RV Park development at Old Home Manor Parcel No. 306-02-001X (formerly 306-02-001L) per the Invitation For Bid (IFB) issued May 24, 2023.

SUMMARY:

The successful request for bids was issued on May 24, 2023, to Chino Valley Rodeo Drive, LLC, for an RV Park development at Old Home Manor Parcel No. 306-02-001X (formerly 306-02-001L). The town has been working with the developer since that date and the developer has invested in and completed tasks such as survey, engineering, design, and more. Currently, the town is in the due diligence period with the developer and working on project details to meet Town goals and assess project viability. They are currently processing their Conditional Use Permit (CUP) through Development Services. The CUP will go to Planning Commission in December and come before Town Council in January. The town is negotiating with Chino Valley Rodeo Drive, LLC on a development agreement that will define roles and responsibilities for the developer and the town, including infrastructure improvements. A portion of the parcel is not viable for development due to drainage conditions. As such, the parcel will be split with the developer only purchasing the viable portion.

The 184 unit RV Park will have facilities to qualify it as "Luxury". These include a store, pickle-ball courts, a community center, and more. In addition, the General Plan, approved by residents, deems Old Home Manor Horizontal Multi-Use (HMU) stating, "The HMU category requires additional master planning and a Development Agreement to define the goals, character, and conditions of the development approval. It is a flexible category that supports entertainment centers, town centers, master-planned communities, campuses, and new economic/employment centers. Old Home Manor was identified as a critical opportunity for an activity center with the preferred uses being sports and recreation facilities and commercial and business parks, and with lesser uses being educational facilities and uses to support tourism."

PREVIOUS ACTION:

When Maggie Holmberg, Economic Development and Intergov Manager, was given a directive to sell land at Old Home Manor, it was specific to the "Chino Valley Business Park at Old Home Manor," as identified by the monument signs, which are the 200 acres zoned BP at Old Home Manor. Despite diligent marketing and outreach, the business park land has not successfully developed. When the town decided to issue Invitation For Bids (IFB) to secure Bids for the purchase of up to 40 acres of real property at Old Home Manor for an RV Park outside the business park, the item was brought to Town Council for approval. Those sites were found not to be viable for development due to the distance from the town water and sewer. The third and final time the town reissued the IFB, the land was adjacent to

water and sewer services and existed within the 200 acre Business Park, which Town Council had already given the directive to Maggie to sell.

STAFF RECOMMENDATION:

Authorize staff to move forward with the successful bidder for RV Park development at Old Home Manor Parcel No. 306-02-001X (formerly 306-02-001L) per the IFB issued May 24, 2023.

FISCAL IMPACT?

The development of the RV Park is expected to generate positive financial impacts for the Town by boosting tourism, increasing tax revenues, and supporting local businesses.

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6e
MEETING DATE: 9/24/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to dedicate a portion of parcel 306-02-012E along West Road 2 South to Yavapai County as right-of-way.

SUMMARY:

The Town owns Parcel No. 306-02-012E. This parcel lies on the south side of West Road 2 South in the jurisdiction of Yavapai County. A portion of the property (described in the attached easement document) lies within Road 2 South. APS has requested access for utility purposes. Staff proposes dedicating the portion of the property to Yavapai County as Right-of-Way and any agreement for utility access will be at the discretion of the County.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the dedication of a portion of parcel 306-02-012E along West Road 2 South to Yavapai County as right-of-way and authorize the Acting Town Manager or designee to execute all documents necessary for the dedication.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	2024 Public Roadway Easement - W. Road 2 South (APN 306-02-012E)
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When recorded, return to:

Yavapai County Public Works
Attn: Right-of-Way

Inter-Office Delivery

Assessor's Parcel No. 306-02-012E

Public Right-of-Way Easement

THIS INDENTURE, made this _____ day of _____, 2024, by the **Town of Chino Valley**, an Arizona municipal corporation, hereinafter designated as the Grantor, to **Yavapai County**, a political subdivision of the State of Arizona, hereinafter designated as the Grantee.

RECITALS:

The Grantee requires a public right-of-way over and perpetual easement across a parcel of land belonging to the Grantor, upon which the Grantee may construct and maintain hereafter a public highway, and all incidents thereto, together with the right to authorize, permit and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

The Grantor does hereby grant to the Grantee a perpetual easement for such purposes, subject, however, to the reservations, provisions and conditions hereinafter contained, and said Grantor does hereby approve the location of said highway and consents to the establishment thereof over said land; and does hereby release the said County of Yavapai from, and waives all claims for damage or compensation for and on account of the establishment and construction of said highway other than set forth herein.

Pursuant to A.R.S. §11-1134.A.2, this easement on real property is exempt from the requirement to record an Affidavit of Legal Value.

CONSIDERATION:

In consideration of the premises, covenants, and conditions to be kept and performed by the Grantee and the further consideration of the sum of One (\$1.00) Dollar, and other good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor does hereby grant a perpetual easement and does by these presents convey to the use of the Grantee forever, that certain real property situated in Yavapai County, Arizona, and more particularly described as follows:

See Attached **Exhibit A**

TO HAVE AND TO HOLD the same forever, together with any temporary rights-of-way over, upon and across lands of the Grantor that may be required for the purpose of, or in the course of construction and repair of said highway, provided that the Grantee complies with, keeps, and carries out the following stipulations and conditions which run with and are attached to all right and interest granted herein.

CONDITIONS:

1. That said parcel of land shall be used for no other purposes than those herein set forth.
2. That the Grantee shall and will repair any improvements belonging to the Grantor that may be damaged by the Grantee during the construction of said highway.

THAT ALL GRANTS, COVENANTS AND PROVISIONS herein contained shall be binding on and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument has been duly signed and executed by the Grantor the day and year first above written.

Jack W. Miller, Mayor
Town of Chino Valley

State of Arizona)
) ss.
County of Yavapai)

On this _____ day of _____, 2024, before me personally appeared Jack W. Miller, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

Notary Public

Exhibit A

All that portion of Section Thirty-Three (33), Township Sixteen (16) North, Range Two (2) West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at the Northeast corner of said Section 33;

THENCE South 88° 42' 20" West, 1227.92 feet, along the North line of said Section 33, to the TRUE POINT OF BEGINNING;

THENCE South 49° 17' 30" West, 39.39 feet;

THENCE South 88° 42' 20" West, 92.38 feet;

THENCE North 01° 54' 30" West, 25.01 feet to a point on the North line of said Section 33;

THENCE North 88° 42' 20" East, 123.08 feet, along the North line of said Section 33, to the TRUE POINT OF BEGINNING.

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY EASEMENT

The Grantee, by signing the acceptance below, manifests its intention to acquire said interest in real property.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2024.

ACCEPTED AND APPROVED.

Grantee: **Yavapai County**

By: _____
Craig L. Brown, Chairman
Yavapai County Board of Supervisors

ATTEST:

Jayme Rush, Clerk of the Board
Yavapai County

State of Arizona)
) ss.
County of Yavapai)

On this _____ day of _____, 2024, before me personally appeared Craig L. Brown, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

Notary Public