

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, June 2, 2015**

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices (including cell phones and pagers) before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

I. ROLL CALL

Mayor Lana Mook
Councilmember Roy Delgado
Councilmember Jack Palladino
Councilmember David Shapera

Vice Mayor Joe Ramirez
Councilmember Bob Jones
Councilmember Lynn Selby

II. CALL TO ORDER

Pledge of Allegiance
Moment of Silence
Silence Cell Phones & Pagers

III. PRESENTATION

- P1.** Presentation to El Mirage resident Jesse Escobar Gonzales, the recipient of the El Mirage Firefighter Association Charity/Dysart Education Foundation College Scholarship (Council)
- P2.** Presentation by MAG Senior Engineer Robert Hazlett to provide updates on the Corridor Optimization, Access Management Plan, and System Study (COMPASS) (Development & Community Services)

IV. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, May 19, 2015. (City Clerk)
2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (City Clerk)

VI. REGULAR AGENDA

- A. Consideration and action to approve the purchase with Nexus IS Inc. for the renewal of the Cisco Smartnet maintenance agreement in an amount not to exceed \$45,500 utilizing Arizona State Contract ADSP012-24622. (Information Technology)
- B. Consideration and action to authorize the City Manager to enter into a CM@Risk contract with Sun Eagle Corporation, Project No. EM14-F0, to construct a secure parking area at the City Court in an amount not to exceed \$285,639. (Development & Community Services)
- C. Public hearing, closure of public hearing, followed by Council's consideration and action to amend a portion of the Pueblo El Mirage R.V. Resort final plat, referred to as "The Greens." (Development & Community Services)
- D. Public hearing, closure of public hearing, followed by consideration and action to approve Resolution R15-06-11 setting miscellaneous fees and service charges. (Finance)
- E. Consideration and action to approve Resolution R15-06-12 adopting the FY 2015/16 Tentative Budget thereby setting the maximum expenditure limit for FY 15-16. (Finance)

VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not discuss or act upon any matter in the City Manager's summary unless the specific matter is properly noticed for legal action.

VIII. MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

IX. ADJOURNMENT

Accommodations for Individuals with Disabilities - Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 12145 NW Grand Avenue, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING – CITY COUNCIL MEETING OF JUNE 2, 2015

I hereby certify that this agenda was posted by 5:00 p.m. on May 29, 2015 at the following locations: 1) City of El Mirage Exterior Bulletin Board, 12145 N.W. Grand Avenue and 2) the City of El Mirage website at www.cityofelmirage.org.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>05/8/2015</u></p> <p>DATE ACTION REQUESTED: <u>06/02/2015</u></p> <p><input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Presentation</p>	<p>SUBJECT: Presentation to El Mirage resident Jesse Escobar Gonzales, the recipient of the El Mirage Firefighter Association Charity/Dysart Education Foundation College Scholarship.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Amber Wakeman, Assistant to the City Manager - Intergovernmental and Public Relations</p>
<p>RECOMMENDATION: N/A</p>
<p>PROPOSED MOTION: N/A</p>
<p>ATTACHMENTS: Certificate recognizing Mr. Jesse Escobar Gonzales</p>

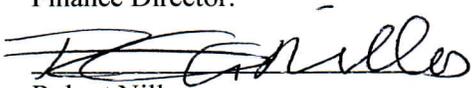
DISCUSSION: El Mirage resident Jesse Escobar Gonzales, a senior at Shadow Ridge High School, was recently notified he is the recipient of the El Mirage Firefighter Association Charity/Dysart Education Foundation College Scholarship. The scholarship committee based their decision on the outstanding work of this young man. Jesse has a 4.0 grade point average (he is ranked 52nd out of 323 students), played JV and Varsity football, and has volunteered throughout the community. The scholarship is for a total of \$1000.00 for books and incidentals and will be paid \$500.00 a semester for one year based on the scholarship criteria. Jesse will attend Grand Canyon University in the fall and will concentrate on a degree in business management.

FISCAL IMPACT: N/A

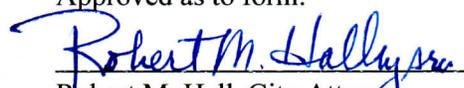
DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


Robert Nilles 5/28/15
Date

Approved as to form:


Robert M. Hall, City Attorney 5/28/15
Date

City Manager:


Dr. Spencer A. Isom 5/23/15
Date

CITY OF EL MIRAGE

CERTIFICATE OF APPRECIATION

This certificate is awarded to

Jesse Escobar Gonzales

in recognition of

his contributions toward **MAKING A DIFFERENCE** in the community by receiving the **El Mirage Firefighter Association Charity/Dysart Education Foundation College Scholarship.**

Signature: _____ Date: _____

Mayor, Lana Mook

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/27/2015</u>	TYPE OF ACTION:	SUBJECT: Consideration and action to approve minutes of the Regular Council Meeting held Tuesday, May 19, 2015.
DATE ACTION REQUESTED: <u>06/02/2015</u>	<input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u>	

TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>SA</i>
RECOMMENDATION: Approve minutes from the May 19, 2015 Regular Council meeting.
PROPOSED MOTION: I move to approve the minutes of the May 19, 2015 Council meeting as presented.
ATTACHMENTS: Draft Minutes

DISCUSSION: Draft minutes are attached for Council's review and approval.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:

Robert Nilles
Robert Nilles

5/28/15
Date

Approved as to Form:

Robert M. Hall
Robert M. Hall

5/28/15
Date

City Manager:

Dr. Spencer A. Isom
Dr. Spencer A. Isom

5/28/15
Date

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
14010 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, May 19, 2015**

Minutes

I. ROLL CALL

Present: Mayor Lana Mook, Vice Mayor Joe Ramirez, Councilmember Roy Delgado, Councilmember Bob Jones, Councilmember Jack Palladino, Councilmember Lynn Selby, Councilmember David Shapera

II. CALL TO ORDER

The meeting was called to order at 6:00 PM.
Pledge of Allegiance, Moment of Silence
Silence Cell Phones & Pagers

III. PROCLAMATION

PR1. Proclamation to declare the week of May 17 – 23, 2015 as Emergency Medical Services (EMS) week (Fire)

Firefighter Ed Cunningham reported the emergency medical services system consists of firefighters, paramedics, first responders, emergency medical technicians, emergency nurses and emergency physicians. Due to the tireless work of the emergency medical teams, residents who experience sudden illness, injury and other life threatening events, have access to quality emergency care which dramatically improves the survival and recovery rate. Emergency medical services are a vital public service; and the members of emergency medical services teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week.

Mayor Mook stated “the City of El Mirage City Council proclaims and recognizes May 17-23, 2015 as Emergency Medical Services Week with the theme of ‘EMS Strong.’ I encourage the community to observe this week with appropriate programs, ceremonies and activities.”

IV. CALL TO THE PUBLIC

Citizens desiring to speak on a matter that IS NOT on this agenda may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken (2) direct staff to review or respond to the matter, and/or (3) direct that the matter be put on a future agenda.

No Public Comment Cards were received.

V. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, May 5, 2015. (City Clerk)

Vice Mayor Ramirez moved to approve all items on the Consent Agenda as presented; seconded by Councilor Delgado. Motion carried unanimously (7/0).

VI. REGULAR AGENDA

- A. Consideration and action to give signature authority to the City Manager for amending the existing professional services contract with Dibble Engineering to provide post design, construction administration, and public relations services for the El Mirage Road and Thunderbird Road projects in the amount not to exceed \$688,842.00. (Development and Community Services)

Development and Community Services Director/City Engineer Jorge Gastelum provided a copy of the IGA approved on May 12, 2011 by Council showing the phases, cost estimate and the estimated ALCP reimbursement. He also presented the original Dibble Engineering contract approved on January 26, 2012, and Amendment No. 1 approved on March 18, 2014. This request before Council is for Amendment No. 2. Mr. Gastelum then presented Kevin Roberts from Dibble Engineering who presented an explanation of the original contract which covered El Mirage Road complete reconstruction (Thunderbird to Grand), Thunderbird Road complete reconstruction (127th Ave. to El Frio) and El Mirage Road repaving (Cactus to Thunderbird). Amendment No. 1 for El Mirage Road provided for construction administrative services and miscellaneous design revisions (Cinnabar to Cactus).

Mr. Roberts then explained this Contract Amendment #2 for the City Design Project which includes construction administration services, additional services and design revisions requested to refine the City of El Mirage plan. Changes to the City Design Project include construction administration, construction phase public relations, and late stage revisions of ROW acquisition, on-street parking, driveways, green bike lanes, pedestrian lighting, storm drain outfall design, and lighting revisions to convert to transit style. The City also requested raised landscaped medians with landscape and irrigation, on-street parking revisions, traffic circulation study, roadway design revisions, alley driveway elimination and traffic signal design revision. There will be a post design services allowance to cover any end of contract expenses to be approved for expenditure by the City of El Mirage.

Councilor Delgado asked when the project would begin and was advised by Mr. Gastelum that the bid opening will be June 4, 2015. Construction typically begins 6-8 weeks following the bid opening so late July or early August is anticipated. Councilor Delgado also asked if a button could be installed high enough on the pole at El Mirage and Peoria so horseback riders would not have to dismount to activate the light. Mr. Roberts reported that could be a minor field change.

Vice Mayor Ramirez moved to give signature authority to the City Manager for amending the existing professional services contract with Dibble Engineering to provide post design, construction administration, and public relations services for the El Mirage Road and Thunderbird Road projects in the amount not to exceed \$688,842.00; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- B. Consideration and action to adjourn into Executive Session for legal consultation on the Thompson Ranch Partnership Settlement and Development Agreement pursuant to A.R.S. §38.431.03. Executive Sessions A.4. (Administration)

Vice Mayor Ramirez moved to adjourn into Executive Session at 6:38 PM; seconded by Councilor Delgado. Motion approved unanimously (7/0).

Mayor Mook moved to reconvene into Regular Session at 7:05 PM; seconded by Councilor Delgado. Motion approved unanimously (7/0).

- C. Consideration and action authorizing the City Manager to execute a negotiated Settlement and Development Agreement with Thompson Ranch Partnership for property located on the Northwest and Northeast corner of Grand Avenue and Thompson Ranch Road. (Administration)

City Attorney Robert Hall gave background history and briefly explained the negotiating process that has resulted in the proposed settlement agreement between the City of El Mirage and Thompson Ranch Partnership. He reported negotiations were very professional and Attorney Susan Demmitt represented her clients admirably. He thanked City Clerk Sharon Antes, Development and Community Services Director/City Engineer Jorge Gastelum and City Manager Dr. Spencer Isom for their contributions. Through give and take by both parties he believes the agreement is a win-win situation for both parties and he recommended Council accept the Settlement & Development agreement and to allow both parties to move forward.

Attorney Susan Demmitt, representing Thompson Ranch Partnership, stated Attorney Hall did an excellent job of summarizing the negotiations over the past year. It has been a very complex situation that will now allow both parties to move into the future. She also thanked Ms. Antes, Mr. Gastelum and Dr. Isom for their contributions.

Vice Mayor Ramirez moved to authorize the City Manager to execute a negotiated Settlement and Development Agreement with Thompson Ranch

Partnership for property located on the Northwest and Northeast corner of Grand Avenue and Thompson Ranch Road; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- D. Public hearing, closure of public hearing, followed by Council's consideration and action to adopt Resolution R15-05-09 approving Case #GPA14-05-25, a major amendment to the 2010 General Plan, proposing to change Transit Oriented Development to Residential at the north east corner of Grand Avenue and Thompson Ranch Road (Development & Community Services)

Jorge Gastelum presented information regarding the next two items. He reviewed the General Plan Amendment process pursuant to A.R.S. § 9-461.06. This amendment is approximately 45 acres of vacant land in the vicinity of Thompson Ranch School, the mine pit and the railroad along Grand Avenue. Applicant has requested this area be changed from "Transit Oriented Development" to "The Neighborhoods."

Mayor Mook adjourned into Public Hearing. No public comments were received. Mayor Mook closed the Public Hearing to reconvene into Regular Session.

Vice Mayor Ramirez moved to adopt Resolution R15-05-09 approving Case # GPA 14-05-25, a major amendment to the 2010 General Plan, proposing to change Transit Oriented Development to Residential at the north east corner of Grand Avenue and Thompson Ranch road; seconded by Councilor Shapera. Motion carried unanimously (7/0).

- E. Public hearing, closure of public hearing, followed by Council's consideration and action to adopt Ordinance O15-05-05 amending the City's Code Section §154.050 Zoning Map at the north east corner of Grand Avenue and Thompson Ranch Road. (Development and Community Services)

Jorge Gastelum reported this item is relative to Agenda Item D and the information previously submitted applies.

Mayor Mook adjourned into Public Hearing. No public comments were received. Mayor Mook closed the Public Hearing to reconvene into Regular Session.

Vice Mayor Ramirez moved to adopt Ordinance O15-05-05 amending the City's Code §154.050 Zoning Map at the north east corner of Grand Avenue and Thompson Ranch Road; seconded by Councilor Shapera. Motion carried unanimously (7/0).

City Clerk Sharon Antes called for a five-minute recess for document signatures at 7:12 PM.

Mayor Mook re-opened the Regular Council Session at 7:17 PM.

- F. Public hearing, closure of public hearing, followed by Council's consideration and action to approve Resolution R15-05-10 setting fees for Pavement Restoration. (Development and Community Services)

Jorge Gastelum reported the Notice of Intent was adopted at the March 17th Council meeting allowing for the 60-day notification period.

Mayor Mook adjourned into Public Hearing. No public comments were received. Mayor Mook closed the Public Hearing to reconvene into Regular Session.

Vice Mayor Ramirez moved to approve Resolution R15-05-10 setting fees for Pavement Restoration; seconded by Councilor Palladino. Motion carried unanimously (7/0).

- G. Consideration and action to recommend to the Maricopa County Board of Supervisors the re-appointment of Councilor Roy Delgado (primary) and Councilor Jack Palladino (alternate) to the Community Development Advisory Committee (CDAC) for FY 2015-16. (Administration)

Mayor Mook proposed to re-appoint Councilor Delgado as "primary" and Councilor Palladino as "alternate" representatives to the CDAC Board for the FY 2015-16 year. They have served well in the past and agreed to continue in their respective positions representing the City.

Vice Mayor Ramirez moved to recommend to the Maricopa County Board of Supervisors the re-appointment of Councilor Roy Delgado (primary) and Councilor Jack Palladino (alternate) to the Community Development Advisory Committee (CDAC) for FY 2015-16; seconded by Councilor Shapera. Motion carried unanimously (7/0).

VII. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not discuss or act upon any matter in the City Manager's summary unless the specific matter is properly noticed for legal action.

Dr. Spencer Isom introduced the new Assistant to the City Manager and Grants Coordinator Michael Powell. Mr. Powell reported he spent six years in the court system and 10 years with the City of Avondale. He has served on both non-profit and for-profit committees and is looking forward to serving the City of El Mirage and bringing more funds into the City.

Assistant Police Chief Terry McDonald introduced Michael Ashley as the Police Department's new Professional Standards Manager. Mr. Ashley retired from the City of Peoria in 2013. He has significant experience in audits, inspections, hiring, background, policy and the certification process. He graduated from Arizona State University with a Bachelor's Degree and Northern Arizona

University with a Master’s Degree. He is married with two children. Mr. Ashley is looking forward to working with the City of El Mirage.

Dr. Isom reported there is an excellent staff working at the City of El Mirage. He appreciates the support of the directors and the front line employees who show their dedication to their jobs with the City.

VIII. MAYOR’S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Councilor Delgado reported he attended the scholarship ceremony at Dysart School and he is amazed at the number of students receiving scholarships. He believes the future is in good hands with the quality of youth. He also reported he is excited about the upcoming street projects and likes the changes he has seen since he has moved to El Mirage. He represented the City at the Chamber of Commerce where APS presented information regarding APS and SRP rate policies.

Vice Mayor Ramirez reinforced the excitement about the road work. Council, as a unit, has determined the need and pressed forward to complete the projects. He appreciates the excellent staff.

Mayor Mook reported she, Dr. Isom, Robert Nilles and Christy Eusebio recently went to San Francisco to present before the bonding agencies for new bond ratings. When asked what has happened since the last review, they reported on the progress over the past three years and the rating agencies were very interested in PSPRS, the Foreign Trade Zone, Maricopa Association of Governments (MAG) and the League of Arizona Cities and Towns. Mayor Mook believes there is a good chance to receive an excellent rating and eagerly awaits the results of these meetings.

IX. ADJOURNMENT

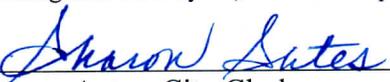
The meeting was adjourned at 7:30 PM.

Lana Mook, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular City of El Mirage City Council Meeting held on May 19, 2015 and a quorum was present.



Sharon Antes, City Clerk



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/20/2015</u> DATE ACTION REQUESTED: <u>06/02/2015</u> <input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Destruction of Records	SUBJECT: Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19.
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TO: Mayor and Council
FROM: Sharon Antes, City Clerk <i>SA</i>
RECOMMENDATION: Approval to maintain Records Management as set by the State of Arizona.
PROPOSED MOTION: I make a motion to approve the destruction of municipal documents as authorized under A.R.S. §41-151.19.

DISCUSSION: The State of Arizona and the City of El Mirage have determined retention schedules for public records and destruction of those records not meant to be kept indefinitely. Orderly destruction of public records pursuant to the laws of the State of Arizona and the City of El Mirage will provide more space for permanent records in the Clerk’s Office and keep the City compliant with state law.

FISCAL IMPACT: \$350.00 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 10-490-313

BALANCE IN LINE ITEM IF APPROVED: \$650.00

Finance Director:

Robert Nilles 5/28/15
 Robert Nilles Date

Approved as to form:

Robert M. Hall 5/28/15
 Robert M. Hall, City Attorney Date

City Manager:

Dr. Spencer A. Isom 5/28/15
 Dr. Spencer A. Isom Date



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
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ACCESS
to
Arizona
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Joan Clark, State Librarian & Director

ARCHIVES AND RECORDS MANAGEMENT

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CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage

Division Administration

Department City Clerk

Office/Unit _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Recs; Electronic File Size
Water Improvements Bond Coupons Paid Off	000-12-42	4	7.1.1978	7.1.2002	Paper	1 File
Combs Construction	10.10.01	16	11.13.2008	2.28.2009	Paper	1 File
Unsuccessful Bids - WWTP Post Filtration EM12-2201	10.20.2000	3	5.30.2013	5.30.2013	Paper	1 File
DLT&v System Engineering - Brisas Lift Station	10.10.01	16	2.27.2009		Paper	1 File
Unsuccessful Bids-Cactus Rd. Reconstruction PW13CR01	10.20.2000	3	4.26.2013	4.26.2013	Paper	1 File
Unsuccessful Bids - AMI Installation	10.20.2000	3	5.14.2013	5.14.2013	Paper	1 File
Smythe Steel Mfg. Inc. Water Storage Tank Recoating	10.10.01	16	2.12.2009	5.31.2009	Paper	1 File
Area Agency Contract	10.10.01	16	7.1.2007	6.30.2008	Paper	1 File
Kimley-Horn Professional Svcs - Traffic Analysis	10.10.01	16	10.6.2006	5.16.2009	Paper	1 File
Unsuccessful Bids - Cactus Park Basketball Park	19.20.2000	3	3.8.2013	3.8.2013	Paper	1 File
Manhard Consulting - Southern El Mirage Sewer System	10.10.01	16	4.10.2009	5.31.2009	Paper	1 File

Name (type or print):

Title: **Records Officer or Designee** (type or print):

Phone :

Sharon Antes

City Clerk

623-876-2943

Signature:

E-Mail:

Date:

santes@cityofelmirage.org

5-May-15

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



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Joan Clark, State Librarian & Director



ARCHIVES AND RECORDS MANAGEMENT

CERTIFICATE OF RECORDS DESTRUCTION

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Public Body City of El Mirage **Division** Administration

Department City Clerk **Office/Unit** _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Tucson Asphalt Contractors, Inc. - Various Cracksseal	10.10.01	16	11.25.2008	11.25.2009	Paper	1 File
PDG Business Consulting	10.10.01	16	6.2.2009	3.1.2009	Paper	1 File
Western Emulsions, Inc. - Misc. Street Fog Seal	10.10.01	16	3.1.2008	3.2.2009	Paper	1 File
CS Construction - Dysart/Cactus Traffic Signal	10.10.01	16	11.13.2008	4.26.2009	Paper	1 File
Western Emulsions, Inc. - Misc. Street Fog Seal	10.10.01	16	3.5.2008	3.5.2009	Paper	1 File
Dysart Community Center Agmt. - Recreational Services	10.10.01	16	7.1.2008	4.7.2009	Paper	1 File
Heritage Park Grant - El Mirage Community Park	10.10.01	16	3.24.2005	3.24.2005	Paper	1 File
Wood, Patel & Assoc. - Peoria/Agua Fria/Cactus Extension	10.10.01	16	1.20.2009	5.31.2009	Paper	1 File
Wood, Patel & Assoc. - Waterline Improvements	10.10.01	16	11.17.2008	3.27.2009	Paper	1 File
Citywide Contracting, Inc. - Chlorination/Dechlorination	10.10.01	16	7.21.2000	5.13.2009	Paper	1 File
Grey Mountain Construction - Bond Claim Payment	10.10.01	16	3.6.2009	3.6.2009	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 2-Jun-15

RECORDS MANAGEMENT CENTER

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Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



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ARCHIVES AND RECORDS MANAGEMENT

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Public Body City of El Mirage

Division Administration

Department City Clerk

Office/Unit _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Unsuccessful Bids	10.20.2000	3	5.23.2013	5.23.2013	Paper	3 Files
Choice Pay - Electronic Payment Agreement	10.10.01	16	12.8.2005	1.15.2009	Paper	1 File
Dysart Unified School District/Facilities Use Agmt.	10.10.01	16	7.1.2008	3.31.2009	Paper	1 File
Candidate Withdrawal	10.10.01	30	5.21.2010	5.21.2010	Paper	1 File
Statements of Organization	10.10.01	30	5.3.2010	5.3.2010	Paper	1 File
Unsuccessful Bids - Health Care	10.20.2000	3	3.19.2010	3.19.2010	Paper	4 Files
20-Day Lien Notices	10.10.01	16	1.1.2005	12.31.2006	Paper	1 File
Certificates of Insurance	10.10.01	16	1.1.2005	12.31.2006	Paper	1 File
Dysart Unified School District/Facilities Use Agmt.	10.10.01	5c.	6.6.2000	12.15.2004	Cassettes	1 Box
Sun City Lions - Rezoning Denial	10.10.01	16	10.14.2003	10.15.2003	Paper	1 File
ADEQ - Consent Judgment	4.4.15	7	1.13.2004	6.10.2004	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone: 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 2-Jun-15

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>

Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov



**ARIZONA STATE
LIBRARY, ARCHIVES AND PUBLIC RECORDS**
A DIVISION OF THE ARIZONA SECRETARY OF STATE
Joan Clark, State Librarian & Director

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Arizona State Library,
Archives and Public Records

ARCHIVES AND RECORDS MANAGEMENT

Page 4 of 5

CERTIFICATE OF RECORDS DESTRUCTION

As authorized under ARS §41-151.19, ...A report of records destruction that includes a list of all records disposed of shall be filed at least annually with the state library on a form prescribed by the state library.

Failure to comply with these procedures is a violation of ARS §41-151.19.

Public Body City of El Mirage **Division** Administration

Department City Clerk **Office/Unit** _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Swan Architects - Housing Rehab Project	10.10.01	16	1.23.2003	2.8.2006	Paper	1 File
Peacock, Hislop, Staley & Given, Inc. - Bond Purchase	10.10.01	24	12.10.1998	7.1.2010	Paper	1 File
Various Closed Notice of Claims	10.10.01	18	1.1.2007	12.31.2007	Paper	16 Files
Various Closed Notice of Claims	10.10.01	18	1.1.2006	12.31.2006	Paper	25 Files
Certificates of Insurance	10.10.01	18	1.1.2003	12.31.2004	Paper	1 File
2000 Election Nomination Papers - Not Elected	10.10.01	30	12.7.1999	5.31.2000	Paper	1 File
Sante Fe Railway - Greenway Road Crossing Construction	10.10.01	16	1.21.1993	7.1.1993	Paper	1 File
Maricopa Co. IGA-Dysart Rd. Improvements	10.10.01	16	7.30.1984	11.12.1985	Paper	1 File
Maricopa Co. IGA - Peoria Ave. Improvements	10.10.01	16	8.5.1991	8.10.1992	Paper	1 File
Various Closed Insurance Claims	10.01.01	18	1.1.2004	12.31.2004	Paper	1 File
Various Closed Insurance Claims	10.01.01	18	1.1.2001	12.31.2003	Paper	1 File

Name (type or print): _____ Title: **Records Officer or Designee** (type or print): _____ Phone: **623-876-2943**

Sharon Antes City Clerk

Signature: _____ E-Mail: **santes@cityofelmirage.org** Date: **2-Jun-15**

RECORDS MANAGEMENT CENTER

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ARCHIVES AND RECORDS MANAGEMENT

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Public Body City of El Mirage **Division** Administration

Department City Clerk **Office/Unit** _____

Record Series Title as Stated on Approved Schedule	Schedule Number or Date	Item #	Records Start Date	Records End Date	Format: Paper, Digital, Microfilm	# of Files, Boxes, Reels, Electronic File Size
Unsuccessful Bid Proposals/Senior Ctr. Expansion Design	10.20.2000	3	9.17.2004	9.17.2004	Paper	1 File
Maricopa Co. IGA/Dysart Rd. Improvements	10.10.01	17	7.30.1984	11.12.1985	Paper	1 File
Maricopa Co. IGA/Peoria Ave. Improvements	10.10.01	17	8.5.1991	8.10.1992	Paper	1 File
2000 Election Nomination Papers - Not Elected	10.10.01	30	12.7.2000	12.7.2000	Paper	1 File

Name (type or print): Sharon Antes	Title: Records Officer or Designee (type or print): City Clerk	Phone : 623-876-2943
Signature:	E-Mail: santes@cityofelmirage.org	Date: 2-Jun-15

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/14/2015</u> DATE ACTION REQUESTED: <u>06/02/2015</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Purchase	SUBJECT: Consideration and action to approve the purchase with Nexus IS, Inc. for the renewal of the Cisco Smartnet maintenance agreement in an amount not to exceed \$45,500 utilizing Arizona State Contract ADSPO12-24622.
---	---	--

TO: Mayor and Council
FROM:  Tom Bacome, Information Technology Director
RECOMMENDATION: Approval
PROPOSED MOTION: I move to approve the purchase with Nexus IS, Inc. for the renewal of Cisco Smartnet as presented.
ATTACHMENTS: Quote, Smartnet Entitlement Overview, Smartnet Service Description, State of Arizona Contract (ADSPO12-024622)

DISCUSSION: As part of the enhancements made to the City network and replacement of the phone system over the previous year, maintenance and support is necessary to keep the systems updated and under warranty. This request is to continue the annual maintenance plan with Cisco for the continued warranty, support and updates needed for these systems.

FISCAL IMPACT: \$45,500.00

DEPARTMENT LINE ITEM ACCOUNT: 10-480-261 (\$23,000); 10-480-262 (\$22,500)

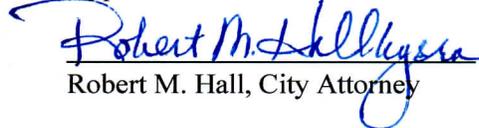
BALANCE IN LINE ITEM IF APPROVED: 10-480-261 (\$2,312); 10-480-262 (\$2,500)

Finance Director:


 Robert Nilles

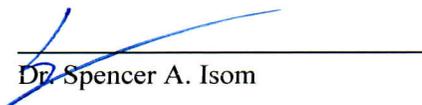
5/28/15
 Date

Approved as to form:


 Robert M. Hall, City Attorney

5/28/15
 Date

City Manager:


 Dr. Spencer A. Isom

5/29/15
 Date

NOTE: Items above are for manufacturer Cisco SmartNet coverage ONLY. Any Nexus IS, Inc. service performed on the above items will be charged at current time and materials rate. To check availability and for additional pricing of Nexus IS, Inc. service offers including remote maintenance & monitoring in your area please contact our team directly.

Subject to the Following Terms:

Buyer shall pay to Seller the Total Investment Price indicated above. Terms of payment shall be:

1. Customer Purchase Order No. _____
2. 100% Billed on Net 30 Terms

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed intending that it should be legally binding upon them and their respective heirs, successors and assigns.

NEXUS IS, INC. Signature

Printed Name & Date

Buyer Signature

Printed Name & Date



Quote Date: 5-May-15
 Bill To: City of El Mirage

All Amounts are subject to verification

Product Number	SmartNet SKU	Serial Number	Start Date	End Date
AIR-CAP2602E-A-K9	CON-SNT-C262EA	FTX1734J7T0	01-May-2015	30-Jun-2016
AIR-CAP2602E-A-K9	CON-SNT-C262EA	FTX1734J7TM	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J6G3	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J6FW	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J6FZ	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1735J6LW	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2HC	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2HG	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2HQ	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2J9	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2JR	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2H0	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2H3	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2HU	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2J3	01-May-2015	30-Jun-2016
AIR-CAP26021-A-K9	CON-SNT-AIRCAPN2	FTX1734J2JE	01-May-2015	30-Jun-2016
AIR-CT2504-25-K9	CON-SNT-CT2525	PSZ173000DB	01-May-2015	30-Jun-2016
AIR-CT2504-5-K9	CON-SNT-CT255	PSZ173000BQ	01-May-2015	30-Jun-2016
ASA5505-BUN-K9	CON-SNT-AS5BUNK9	JMX173240BE	01-May-2015	30-Jun-2016
ASA5510-SSL50-K9	CON-SNT-AS1BUNK9	JMX1621X0CB	01-May-2015	30-Jun-2016
ASA5515-K9	CON-SNT-A15K9	FGL173540QW	01-May-2015	30-Jun-2016
ASA5515-K9	CON-SNT-A15K9	FGL173540QP	01-May-2015	30-Jun-2016
BE6K-ST-BDL-K9=	CON-SNT-BE6KSTBD	FCH1730V1YS	01-May-2015	30-Jun-2016
BE6K-ST-BDL-K9=	CON-SNT-BE6KSTBD	FCH1731V064	01-May-2015	30-Jun-2016
CISCO2901-V/K9	CON-SNT-2901V	FTX175081HJ	10-May-2015	30-Jun-2016
CISCO2901-V/K9	CON-SNT-2901V	FTX175081HN	10-May-2015	30-Jun-2016
CISCO2901-V/K9	CON-SNT-2901V	FTX181082VY	10-May-2015	30-Jun-2016
CISCO2901-V/K9	CON-SNT-2901V	FTX181784G7	01-Jul-2015	30-Jun-2016
CISCO2911-V/K9	CON-SNT-2911V	FTX1734AHYH	01-May-2015	30-Jun-2016
CISCO2911-V/K9	CON-SNT-2911V	FTX1734AHYF	01-May-2015	30-Jun-2016
CP-7937G=	CON-SNT-CP7937	0004F2F742C0	01-May-2015	30-Jun-2016
CP-7937G=	CON-SNT-CP7937	0004F2F742F0	01-May-2015	30-Jun-2016
UCSC-C22-M3L	CON-SNT-C22M3L	WZP1744033S	01-May-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1737S09K	01-May-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1737S09J	01-May-2015	30-Jun-2016

VG202XM	CON-SNT-VG202XM	FCH1737R05Q	01-May-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1814R05N	01-Jul-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1815R092	01-Jul-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1814S04B	01-Jul-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1815R093	01-Jul-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1814S03R	01-Jul-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1814R022	01-Jul-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1815S07X	01-Jul-2015	30-Jun-2016
VG202XM	CON-SNT-VG202XM	FCH1816S099	01-Jul-2015	30-Jun-2016
WS-C2960-24TC-S	CON-SNT-296024TC	FCQ1750X8GF	24-Jun-2015	30-Jun-2016
WS-C2960-24TC-S	CON-SNT-296024TC	FCQ1750X8CH	24-Jun-2015	30-Jun-2016
WS-C2960-24TC-S	CON-SNT-296024TC	FOC1801W45Q	24-Jun-2015	30-Jun-2016
WS-C2960-24TC-S	CON-SNT-296024TC	FOC1801W474	24-Jun-2015	30-Jun-2016
WS-C2960S-24TS-L	CON-SNT-2960S2TS	FOC1723Z226	01-May-2015	30-Jun-2016
WS-C2960S-24TS-L	CON-SNT-2960S2TS	FOC1723Z52C	01-May-2015	30-Jun-2016
WS-C2960S-48FPD-L	CON-SNT-2960S4FD	FOC1729Z4UQ	01-May-2015	30-Jun-2016
WS-C2960S-48FPD-L	CON-SNT-2960S4FD	FOC1732Y58J	01-May-2015	30-Jun-2016
WS-C2960S-48FPD-L	CON-SNT-2960S4FD	FOC1732Y56W	01-May-2015	30-Jun-2016
WS-C2960S-48FPD-L	CON-SNT-2960S4FD	FOC1732Y58Y	01-May-2015	30-Jun-2016
WS-C3750X-48PF-L	CON-SNT-3750X4FL	FDO1719P0BU	01-May-2015	30-Jun-2016
WS-C3750X-48PF-L	CON-SNT-3750X4FL	FDO1719P0DW	01-May-2015	30-Jun-2016
WS-C3750X-48PF-L	CON-SNT-3750X4FL	FDO1719P0ES	01-May-2015	30-Jun-2016
WS-C3850-24T-S	CON-SNT-WSC384TS	FOC1730V0P7	01-May-2015	30-Jun-2016
WS-C3850-24T-S	CON-SNT-WSC384TS	FOC1730Y2JS	01-May-2015	30-Jun-2016
WS-C4500X-24X-ES	CON-SNT-WSC24EXX	JAE173301FV	01-May-2015	30-Jun-2016
WS-C4500X-24X-ES	CON-SNT-WSC24EXX	JAE1733091D	01-May-2015	30-Jun-2016
WS-C4507RE+96V+	CON-SNTP-C4507REV	FXS1720Q33K	01-May-2015	30-Jun-2016

Estimate

NOTE: Items above are for manufacturer Cisco SmartNet coverage ONLY. Any of Nexus IS, Inc. service offers including remote maintenance & monitoring in yo

Subject to the Following Terms:

Buyer shall pay to Seller the Total Investment Price indicated above. Terms of p

1. Customer Purchase Order No. _____
2. 100% Billed on Net 30 Terms

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be p
them and their respective heirs, successors and assigns.

NEXUS IS, INC. Signature

Printed Name & Date



**** BUDGETARY NUMBERS ONLY ****

Verification of Item Name, Serial Number and corresponding Coverage Date

One Year SmartNet Quote 8781672						
Annual List Price	Qty	Prorated Total	Customer Price	Contract #		
\$ 48.00	1	\$ 56.02	\$ 53.22	NEW		
\$ 48.00	1	\$ 56.02	\$ 53.22	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 44.00	1	\$ 51.35	\$ 48.78	NEW		
\$ 844.00	1	\$ 985.05	\$ 935.80	NEW		
\$ 168.00	1	\$ 196.08	\$ 186.28	NEW		
\$ 71.00	1	\$ 82.87	\$ 78.73	NEW		
\$ 482.00	1	\$ 562.55	\$ 534.42	NEW		
\$ 599.00	1	\$ 699.11	\$ 664.15	NEW		
\$ 599.00	1	\$ 699.11	\$ 664.15	NEW		
\$ 239.00	1	\$ 278.94	\$ 264.99	NEW		
\$ 239.00	1	\$ 278.94	\$ 264.99	NEW		
\$ 314.00	1	\$ 358.73	\$ 340.79	NEW		
\$ 314.00	1	\$ 358.73	\$ 340.79	NEW		
\$ 314.00	1	\$ 358.73	\$ 340.79	NEW		
\$ 314.00	1	\$ 314.00	\$ 298.30	NEW		
\$ 453.00	1	\$ 528.71	\$ 502.27	NEW		
\$ 453.00	1	\$ 528.71	\$ 502.27	NEW		
\$ 48.00	1	\$ 56.02	\$ 53.22	NEW		
\$ 48.00	1	\$ 56.02	\$ 53.22	NEW		
\$ 222.00	1	\$ 259.10	\$ 246.14	NEW		
\$ 64.00	1	\$ 74.70	\$ 70.96	NEW		
\$ 64.00	1	\$ 74.70	\$ 70.96	NEW		

\$ 64.00	1	\$	74.70	\$	70.96	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 64.00	1	\$	64.00	\$	60.80	NEW
\$ 46.00	1	\$	46.88	\$	44.54	NEW
\$ 46.00	1	\$	46.88	\$	44.54	NEW
\$ 46.00	1	\$	46.88	\$	44.54	NEW
\$ 46.00	1	\$	46.88	\$	44.54	NEW
\$ 156.00	1	\$	182.07	\$	172.97	NEW
\$ 156.00	1	\$	182.07	\$	172.97	NEW
\$ 480.00	1	\$	560.22	\$	532.21	NEW
\$ 480.00	1	\$	560.22	\$	532.21	NEW
\$ 480.00	1	\$	560.22	\$	532.21	NEW
\$ 480.00	1	\$	560.22	\$	532.21	NEW
\$ 684.00	1	\$	798.31	\$	758.39	NEW
\$ 684.00	1	\$	798.31	\$	758.39	NEW
\$ 684.00	1	\$	798.31	\$	758.39	NEW
\$ 410.00	1	\$	478.52	\$	454.59	NEW
\$ 410.00	1	\$	478.52	\$	454.59	NEW
\$ 2,280.00	1	\$	2,661.04	\$	2,527.99	NEW
\$ 2,280.00	1	\$	2,661.04	\$	2,527.99	NEW
\$ 2,146.00	1	\$	2,504.65	\$	2,379.42	NEW
Smartnet Subtotal		\$	22,139.68	\$	21,032.63	
and Sales Tax (8.66%)				\$	1,821.43	
Hardware Total		\$	22,139.68	\$	22,854.06	
Smartnet Total				\$	44,866.04	

Nexus IS, Inc. service performed on the above items will be charged at current time
 ur area please contact our team directly.

ayment shall be:

roperly executed intending that it should be legally binding upon

Buyer Signature

Printed Name & Date

Service Entitlement Overview

CISCO PUBLIC



What Is Service Entitlement?

Entitlement is a set of privileges you receive when purchasing a Cisco®Service agreement.

Areas of Service Entitlement

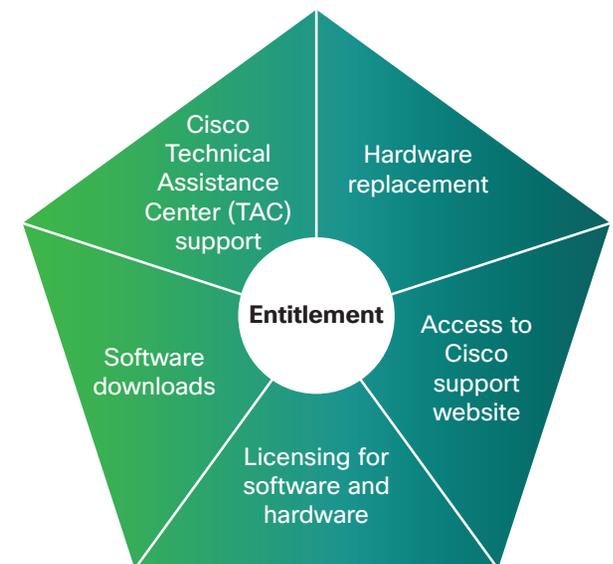
Based on terms in your Cisco Services support contract, you might be eligible to access one or more of the following service elements. These service elements help ensure your network is available and reliable.

- **Cisco Technical Assistance Center (TAC) support:** Remote technical support is offered by the Cisco Technical Assistance Center (TAC). Depending on the terms on your service contract, the Cisco TAC provides telephone support worldwide, 24 hours a day, 7 days a week.
- **Hardware replacement:** Also known as return materials authorization (RMA), this is the authority for you to return a product deemed to be defective and to receive a replacement at the service level you are entitled to under the terms and conditions of your service agreement.
- **Licensing for software and hardware:** Some Cisco products require a license file to activate software.

Typically, you will receive a product authorization key (PAK) upon purchasing a Cisco product. You will then register the PAK and receive an email with the license information. Registration of a license key on the [Cisco.com License Registration Page](#) enables you to obtain enhanced functionality and features for a hardware/software product.

- **Access to the Cisco support website:** Having a valid service agreement enables you to access additional features and tools in the Cisco support website. The website includes a comprehensive knowledge database, interactive consulting tools, technical tools, and product information. It is also where you can easily create a service request online or download applicable software. Registration is required to access the Cisco support website.
- **Software downloads:** Access to software downloads is provided depending on the terms of your service contract. The type of software available for download is defined by your service contract and might include access to software application updates, including bug fixes, maintenance, and minor releases; software application upgrades, which might include significant architectural changes and new features

and functionality; and operating system (OS) updates within the licensed feature set. By associating user profiles to service contracts that include this element, you may obtain access to download software through the [Download Software](#) tool and/or the [Product Upgrade](#) tool.



Service Entitlement Overview



What Are the Benefits of Correct Entitlement?

- Valid serial number and service agreement information support the accuracy of Cisco records of your purchases and the level of service you should receive. In doing so, Cisco can more effectively direct your service requests and ultimately improve the service and support provided.
- Correct entitlement helps you obtain smooth and timely access to Cisco's support resources based on the terms on your service contract.
- You receive the appropriate level of support that you have purchased with minimal call wait times because unentitled customers will no longer occupy space in the queue.
- Potential delays in the delivery of replacement parts are minimized because unentitled customers will no longer be depleting depot inventories.
- Correct entitlement protects your business from potential fraud and abuse.
- Correct entitlement helps minimize business risks associated with the following:
 - Delays in device restoration, especially in areas of advanced technology
 - Receiving replacement parts that might not be Cisco authorized parts
 - Inability to transfer the Cisco IOS® Software license for unauthorized hardware component replacements in the network.
 - Unable to download Cisco IOS Software updates without a valid service contract
 - Unexpected costs that might arise due to extended device or network downtime
- Correct entitlement assists your organization in regulatory compliance.

The **Service Access Management Tool**, (formerly My Colleagues Aggregate and My Colleagues Tool Granular) is an administrative tool that enables the administrator in your company to manage access of the user base to Cisco Services. Administrators can add service contracts to Cisco.com profiles so that services under those contracts, including Technical Assistance Center support, hardware replacement, and software downloads, are available to specific individuals.

Using Bill-To ID

This allows an administrator to determine which bill-to IDs are in Cisco.com profiles and can be utilized to obtain Cisco Services.

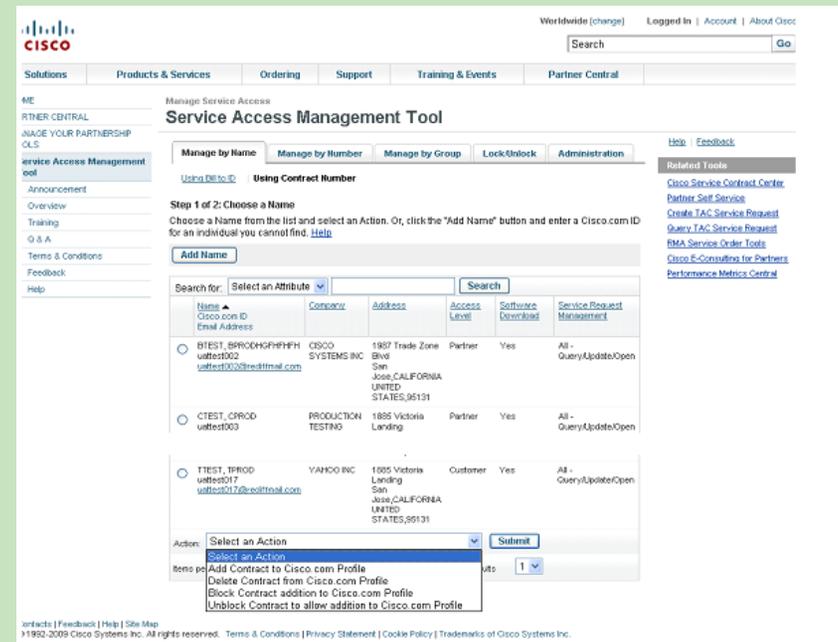
Use this approach if you are the bill-to company on your contracts and want to make sure your engineers or support teams have service access to all contracts having the same bill-to ID.

Using Contract Number

This allows an administrator to determine which contract numbers are in Cisco.com profiles for access to Cisco Services.

Use this approach if you are the bill-to company on the service contracts and want to give access to specific contracts to users, and those users will contact Cisco directly for support.

For more information and training, see the [Service Access Management Tool website](#).



Access to Services

If you are requesting access to Cisco Services, it is important to associate all of your appropriate contract numbers with your Cisco.com account so you can rapidly engage Cisco support.

If you have purchased services where your Cisco partner is the primary point of contact for support, contact your partner for access to all services.

If you do not know your service contract numbers, contact your Cisco client services manager or your Cisco partner or reseller

account manager to obtain a complete list of your service contract numbers.

If you have purchased services that allow you to contact Cisco directly, adding contract numbers to your Cisco.com account can be done by two methods:

- Through your company's Service Access Management Tool administrator.** The Service Access Management Tool enables you to manage access to Cisco support by bill-to ID or by contract number.

Service Entitlement Overview



- If your company does not have a Service Access Management Tool administrator or you do not know who the administrator is, follow these steps:
 1. Log into Cisco.com.
 2. Select **Account** on the upper right corner of the screen.
 3. Select the link to go to **Profile Manager**.
 4. Under the **Additional Access** tab, select **Edit This Information**.
 5. Click **Obtain Access to Additional Service Contracts**, which will take you to: http://tools.cisco.com/RPF/profile/additional_csm_contracts.do
 6. Enter the contract number(s).
 7. Click **Submit**.

After the request has been submitted, if there is an existing SAMT administrator assigned to the bill-to ID(s) or contract(s) you have entered, your request will be automatically forwarded to that administrator. In the event that there is no SAMT administrator assigned to the pertinent bill-to ID(s) or contract(s), Cisco will process your request.

Cisco will validate that the requested service contracts are affiliated with your company and will add the contracts to your Cisco.com ID, if appropriate. At any time, you can request that contract numbers be added to a profile by going to [Profile Manager](#) and completing the above steps.

Difference Between Services and Warranty

All Cisco hardware and software products are covered by warranty for a minimum of 90 days. Some products have longer warranty coverage periods. Cisco warranties apply to the customer or original owner (the individual or company that purchased the product

for their own use) also referred to as the end user. Most warranties provide 10-day advance hardware replacement but do not entitle the end user to TAC support or unrestricted access to the support tools and resources on Cisco.com.

Cisco and authorized partners offer a variety of proactive support services that provide comprehensive support coverage to help you maintain a reliable and resilient network and extend the value of your IT investment.

Greater Protection than Warranty

	Warranty	Service Support Contract*
24/7 TAC access	No	Yes
OS updates and upgrades	No	Yes
Application software updates and upgrades*	No	Yes
Online technical resources	No	Yes
Hardware replacement in as little as 2 hours	No	Yes
Proactive diagnostics and alerts	No	Yes
Renewable contracts	No	Yes

*Subject to terms and conditions in the service contract

Software Under Warranty	Software Under Cisco Services Support Contract
This guarantees that the physical media on which the software is furnished is free from defects or it will be replaced by Cisco. The warranty also guarantees that the software substantially conforms to the published specifications for the product. The Cisco software warranty applies to the existing version of the software and does not include new releases or Cisco TAC support.	Customers receive the latest software fixes and functions to maintain software security and performance. Technical assistance through the Cisco TAC is available for dealing with software issues that decrease network availability. Without a Cisco Services support contract, customers will need to pay for all Cisco IOS Software updates, as well as updates to other network application software, per release.

Visit our [Service Finder](#) to find the appropriate support service for your Cisco products. To find the specific warranty for your product, visit the [Cisco Warranty Finder](#).

See a detailed [Comparison: Services vs Warranty](#)

Service Entitlement Overview



Service Request Process: Making Sure You Get the Support You Need

Customers will need to provide the following information when requesting for Cisco TAC support or hardware replacement:

- Valid serial number of the impaired part
- Valid serial number of the chassis (if the impaired part is not a chassis)

- An active service contract associated with your Cisco.com profile
- Active product ID for standalone software applications
- Severity level of the service issue (severity 1, 2, 3, or 4)

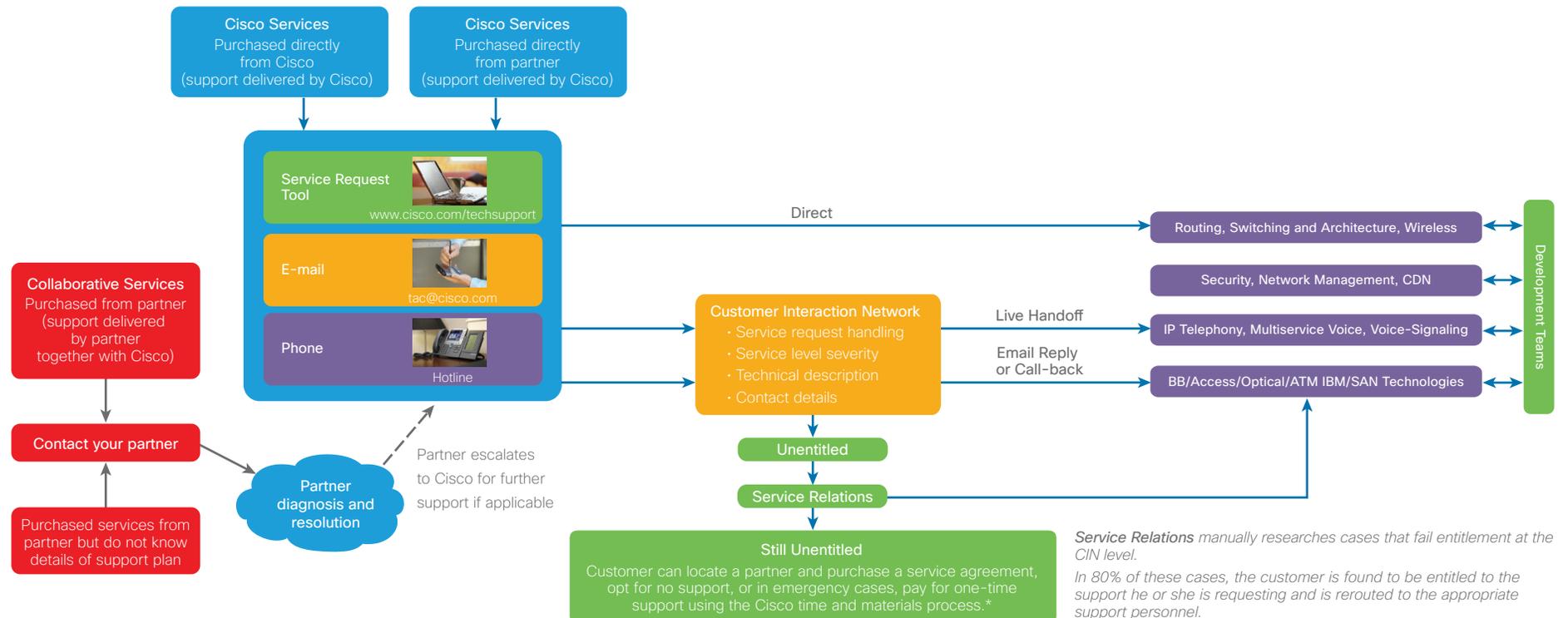
Additional information that will assist in the determination of entitlement includes:

- Cisco product ID of the impaired part (example: CISCO2501) and its configuration
- Install site information (customer name, address, country)

Depending on the contract type, service delivery turnaround time is based on reasonable commercial effort during the first 30 days after the initial purchase of the service agreement.

Figure 1. Process for Obtaining TAC Support and Hardware Replacement

Do you know the details of the support plan from your partner?



Service Entitlement Overview



What Happens If There Is No Valid Serial Number?

Service entitlement is managed by Cisco Global Service Relations (GSR). This contact center provides entitlement validation and enforcement support for customers who require assistance in determining if they are entitled to Cisco Services.

Cisco Global Service Relations researches cases in which entitlement validation was unsuccessful. Unentitled customers can choose the following:

- Contact their equipment or service supplier to discuss about service coverage options
- For hardware replacement, purchase replacement parts or equipment from Cisco or your equipment and service supplier
- In emergency situations there might be an option to pay for support as a one-time support incident using Cisco's time and materials process
- Opt for no support

Requirements for Software Downloads and Licensing

Valid service contracts with the appropriate options are required to:

- **Download operating system (OS) software updates:** Cisco IOS Software and OS software can only be downloaded for products covered under active service contracts. Customers are required to have an active service contract associated with [Cisco.com profile ID](#) to gain access and to download OS software.
- **Upgrade standalone software applications:** Customers are required to have an active service contract associated with their [Cisco.com profile ID](#) to obtain standalone software application updates or upgrades.
- **Obtain licenses for intrusion prevention system (IPS) subscription devices:** Customers are required

to provide a serial number, contract number, purchase order number, sales order number, and product authorization key (PAK) of the license to register online for their license key.

Cisco's [end-user license agreement](#) provides more details on the terms and conditions for downloading software and signature files.

[Learn more about software licensing compliance.](#)

Quick Reference: Action Paths to Obtain Support

What I Need	Cisco Services Purchased Cisco Services directly from Cisco or from Cisco partner, support delivered by Cisco	Collaborative Services Purchased from Cisco partner, support delivered by partner together with Cisco
I need to obtain technical support from Cisco TAC	Refer to the process listed in Figure 1	Available through your partner
I need to replace a defective part or hardware device	Refer to the process listed in Figure 1	Available through your partner
I need to access the Cisco support website for knowledge base and other advanced tools	Associate all your service contracts with your Cisco.com profile to access full set of resources	Contact your partner to obtain Partner Initiated Customer Access (PICA) account to access additional resources on Cisco support website
I need to download Cisco IOS Software updates or standalone software application updates	Access from Download Software tool	Contact your partner for details on how to download these updates
I need to upgrade a standalone software application	Use Product Upgrade Tool	Contact your partner for details on software application upgrades
I need to rehost the Cisco IOS Software license from a defective system with the replacement device	<ol style="list-style-type: none"> 1. Determine the product ID and serial number of the returned device and of the replacement device. 2. Go to the Product License Registration page on Cisco.com and enter these numbers, and optionally, a return material authorization (RMA) number. 3. The Product License Registration tool automatically determines the licenses associated with the defective device and issues a new license. 4. Install the new license on the replacement device. Refer to the Cisco end-user license agreement	Contact your partner for license rehosting. Refer to Cisco end-user license agreement

Service Entitlement Overview



Protecting Your Network Against Service Abuse

Monitoring Abuse

Cisco adopts active measures to control service abuse such as suspicious contracts, service contract abuse, service order nonreturns, stolen serial numbers, stolen contract information, and service to counterfeit and stolen products.

Cisco monitors service usage, looks for trends that might indicate abuse, and contacts your account team if abuse is suspected. Cisco maintains a watch list of all fraudulent activities that the Service Relations team can refer to as part of the entitlement check procedure.

Service abuse might result in legal action being taken.

Secondary Market Products

Used and secondary market equipment is not covered under the Cisco standard warranty and cannot be covered by a Cisco Services support contract unless the software is relicensed and the equipment has passed inspection.

The Cisco [Hardware Inspection and Software Relicensing Program](#) is designed to help ensure legal compliance and supportability of products that are used, from the secondary market, or of unknown origin, helping to deter service and hardware replacement abuse.

In general, Cisco hardware may be freely resold or leased, but the embedded Cisco software that runs on the hardware, as well as Cisco standalone software, is not transferable. Purchasers will need to acquire a new license for the software before a service contract can be validated.

This process protects your network by helping to ensure that the equipment is in proper condition, is using the safest and most appropriate software, is performing up to specifications, and can deliver the full value you expect.

Refer to the [Cisco Software Transfer and Relicensing Policy](#).

What Can You Do?

To minimize entitlement issues, you are advised to do the following:

- Keep service contracts up-to-date with moves/adds/changes.
- Make sure your Cisco profile is associated with all the appropriate service contract numbers.
- Avoid using public email (Hotmail, Yahoo, and so on) when contacting Cisco for service. That is a red flag for abuse and might cause unnecessary delays.
- Arrange inspection and relicensing of used Cisco hardware before adding to service contracts.
- Make sure the product for which you are downloading software is covered under a valid Cisco service contract.
- Contact your Cisco account manager, service account manager, or partner for information about your current service agreement(s) or to learn more about purchasing service agreements, licensing Cisco software, and purchasing feature set upgrade licenses.

Making Sure You Receive Full Service Entitlement Through Your Partner

You receive two levels of service entitlement if you are purchasing a service agreement from an authorized Cisco partner:

- The partner service contract. This is the agreement between the partner and you.
- The Cisco services agreement between the partner and Cisco. This entitles the partner to offer the privileges and service levels to you as outlined in the agreement.

A partner is required to place the customer's serial numbers under a back-to-back contract with Cisco if they are to pass the Cisco service entitlement to the customer.

If you are purchasing Cisco Services from an authorized Cisco partner or reseller, you are advised to step through the following checklist when considering responses or assessing quotations. This helps to ensure you receive full entitlement to the appropriate Cisco service elements through the partner you purchase services from.

Supplier Evaluation Checklist

- ✓ Will all serial numbers of devices be entitled to receive support from Cisco?
- ✓ Will all hardware replacement be fulfilled from Cisco authorized sources? If not, where will the replacement parts come from?
- ✓ Will OS updates be available for all serial numbers under cover?
- ✓ Will my application and OS software license obligations be met when a hardware component is replaced? In other words, will the software license be transferred?
- ✓ Will Cisco TAC support be available for all serial numbers under contract? If not, which serial numbers will be supported?
- ✓ Will the service provider agree to demonstrate proof of entitlement?

Before making a purchase decision, it is important to know that the prospective supplier is able to meet the above requirements satisfactorily.

Service Entitlement Overview



Useful Information and Tools

Serial Number Entitlement Resources

[Serial Number Entitlement Customer Q&A](#)

Understanding the Differences Between Services and Warranty

[Cisco Services Compared to Warranty](#)

[Warranty Finder](#)

[Service Finder](#)

Locating the Serial Number for Cisco Products

The [Cisco Product Identification](#) tool provides instructions about how to quickly locate the serial number labels on most Cisco products:

If you are still unable to locate the serial number label, contact the Cisco Technical Assistance Center (TAC), and a representative will provide further assistance.

[Click here for the list of contact phone numbers.](#)

Updating Service Agreements

- If you have purchased directly from Cisco, service agreement information can be updated using the [Cisco Service Contract Center](#), where you can view service agreement information or request serial number and other data changes. Access to the Cisco Service Contract Center requires a registered Cisco.com user ID.
- You can also request updates to service agreements by contacting the authorized Cisco reseller from whom you have purchased services.
- Alternatively, you can send an email to cs-support@cisco.com to request updates.

More Information About Licensing for Software and Hardware

[Product License Registration](#)

[Cisco IOS Software Activation](#)

[At-a-Glance: Software Licensing Compliance](#)

[Cisco Hardware Inspection and Software Relicensing Program](#)

[Cisco Software Transfer and Relicensing Policy](#)

Requirement	Cisco Services	Collaborative Services
Associating Service Contracts with Cisco.com User Profiles	Purchased Cisco Services directly from Cisco or from Cisco partner, support delivered by Cisco Use the Service Access Management Tool View contracts currently associated with user profile Request additional contracts be associated to user profile	Purchased from Cisco partner, support delivered by partner together with Cisco Contact your partner
Creating a Service Request	Open a service request at the Cisco TAC	Contact your partner

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C45-494519-01 11/10



Service Description: SMARTnet and SMARTnet Onsite Services

This document describes Cisco's SMARTnet and SMARTnet Onsite Services.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco. If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.

SMARTnet

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center

(www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem.

- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

Hardware Replacement and Onsite Service

Cisco Responsibilities:

Cisco shall provide Customer with the Hardware Replacement Services and/or Onsite Services that Customer has selected and detailed in Parts I and II below and where available.

Hardware Replacement and OnSite Services are subject to geographic and weight restrictions depending upon Customer's location. Customer may check availability by accessing Cisco's Service Availability Matrix at: <http://tools.cisco.com/apidc/sam/search.do>. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Hardware Replacement Service must be at the same level of coverage. Cisco will provide Customer with Hardware Replacement(s) that are either new or equivalent to new unless otherwise state below.

Part I – SMARTnet Advance Replacement Services

- SMARTnet 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- SMARTnet 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per

day, seven (7) days per week, including Cisco-observed holidays.

- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- SMARTnet 8x5xNext Business Day: Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

Part II - SMARTnet Return For Repair

- Cisco will provide Return for Repair services whereby Customer returns failed Hardware to Cisco for repair. Cisco will provide the following service as selected and purchased by the Customer:
 - **Repair.** Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Cisco published specifications. Cosmetic repairs are performed in accordance with Cisco's or the Customer's defined cosmetic repair standard as mutually agreed upon, replacing any cracked, scratched or damaged covers as required. Additional charges may apply for if Cisco determines the failed Hardware is beyond economic repair or no problem is found.
- Cisco will use commercially reasonable efforts to repair failed Hardware and ship repaired Hardware to Customer within thirty (30) days from receipt of failed Hardware by Cisco.
- On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail or fax will be sent to Customer confirming receipt of failed Hardware and quantities received.

Part III - SMARTnet Onsite Support Services

- SMARTnet On-Site 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.
- SMARTnet On-Site 8x5xNext Business Day: Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a priority level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Note: Not applicable for Products supported under Return for Repair Service

- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary. Note: Not applicable for Products supported under Return for Repair Service.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part I and Part II:

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure located at www.cisco.com.
- For Advance Replacement Services, Cisco will need Customer to provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Customer will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Customer is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written

specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- In the case of Return for Repair Service, failed Hardware must be received by Cisco within sixty (60) days of RMA issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part III:

- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

	Contract Amendment		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSP012-024622		PAGE 1 OF 2
	Amendment No.: Two (2)		

<p>CONTRACTOR: Nexus IS, Inc. 1733 Alton Parkway Suite 150 Irvine, CA 92606</p> <p>CONTACT: Daniel Hopkins PHONE: 949.265.6035 EMAIL: Brendan.tims@nexusis.com</p>	<p>STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007</p> <p>CONTACT: Delia Walters PHONE: 602.542.9125 EMAIL: Delia.Walters@azdoa.gov</p>
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NETWORK EQUIPMENT AND SERVICES

1. In accordance with Uniform Terms and Conditions, Paragraph 5.1, Amendments, on Page 16 of 34 and the Special Terms and Conditions Paragraph C. Contract Extensions five (5) Year Maximum on Page 18 of 38, the Contract is extended for the period of May 11, 2014 to May 10, 2015.
2. Special Terms and Conditions are revised as follows:
 - a. Section Z. Usage is revised to read:

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute (A.R.S.) §41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).
 - b. Section AA. Administrative Fee is revised to read:
 1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.
 2. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.
 3. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at <http://spo.az.gov/Contractor Resources/Admin Fee/default.asp>. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

5. The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

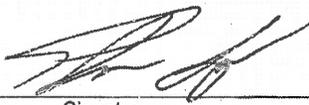
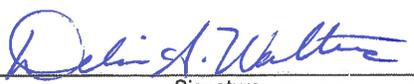
Arizona Department of Administration
 State Procurement Office
 Attention: 'Statewide Contract Administrative Fee'
 100 N. 15th Avenue, Suite 201
 Phoenix, AZ 85007.

6. The submission schedule for Administrative Fees and Usage reports shall be as follows:

July through September (FY Q1) – Due October 31
 October through December (FY Q2) – Due January 31
 January through March (FY Q3) – Due by April 30
 April through June (FY Q4) – Due by July 31

7. Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
<div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 3/11/2014 Date </div>	<div style="text-align: center;">  03-13-2014 Signature </div> <div style="text-align: center;"> Date </div>
<div style="text-align: center; margin-top: 20px;"> _____ Thomas Lyon </div> <div style="text-align: center; margin-top: 20px;"> _____ SVP Managed Services Printed/Typed Name and Title </div>	<div style="text-align: center; margin-top: 20px;"> _____ Delia A. Walters </div> <div style="text-align: center; margin-top: 20px;"> _____ Procurement Officer Printed/Typed Name and Title </div>



AGENDA ITEM B.

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/12/2015</u> DATE ACTION REQUESTED: <u>06/02/2015</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: <input type="checkbox"/> RESOLUTION # <input type="checkbox"/> ORDINANCE # <input checked="" type="checkbox"/> OTHER: Contract Approval	SUBJECT: Consideration and action to authorize the City Manager to enter into a CM@ Risk contract with Sun Eagle Corporation, Project No. EM14-F01, to construct a secure parking area at the City Court in an amount not to exceed \$285,639.
---	--	--

TO: Mayor and Council
FROM: Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer JG
RECOMMENDATION: Request that the Mayor and City Council approve the contract to construct the secure parking area on the west side of the municipal court building for the not-to-exceed amount of \$285,639.00.
PROPOSED MOTION: I move we approve the contract as presented in the amount of \$285,639.00.
ATTACHMENTS: Construction Contract

DISCUSSION: This project will construct security improvements for the City court and library employee parking, pave the existing gravel lot, stripe 20 parking spaces, and accommodate storm water flows. The guaranteed maximum price for this work is \$259,672 with \$25,967 included as contract contingency.

FISCAL IMPACT: \$285,639.00.

DEPARTMENT LINE ITEM ACCOUNT: 15-430-410

BALANCE IN LINE ITEM IF APPROVED: \$897,452.53

Finance Director:

Robert Nilles

5/28/15
 Date

Approved as to Form:

Robert M. Hall

5/28/15
 Date

City Manager:

Dr. Spencer A. Isom

5/28/15
 Date

CITY OF EL MIRAGE, ARIZONA

DCS – Engineering Division

CITY OF EL MIRAGE – Court Parking Area

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES**

PROJECT NO. EM14-F01

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**Construction Manager at Risk
Construction Services**

Project No. EM14-F01

THIS CONTRACT is made and entered into on the 19th day of May, 2015, by and between City of El Mirage, hereinafter designated the "City" and Sun Eagle Corporation, hereinafter called the "Construction Manager at Risk" or "CM@Risk"

RECITALS

- A. The City engages the CM@Risk to perform construction services for the project known and described as the **City of El Mirage – Court Parking Area**, Project No. EM14-F01, herein called the "Project".
- B. To undertake the design of said Project, the City has entered into a contract with AZTEC Engineering, hereinafter referred to as the "Design Professional".
- C. The CM@Risk has represented to the City the ability to provide construction management services and to construct the Project and based on this representation the City engages the CM@Risk to provide these services and construct the Project.
- D. A previous contract has been executed between City and CM@Risk to perform design phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

Article 1 - Definitions

"Agreement" or "Contract" This written document signed by the City and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

"Change Order" A written order issued by the City to the CM@Risk to make changes in the Work or to perform extra Work, and setting forth conditions for payment and/or adjustment in time of completion.

"City" ("Owner" or "OWNER") The City of El Mirage, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

"CM@Risk" The firm selected by the City to provide construction services as detailed in this Agreement.

“Contingency, CM@Risk” (Contractor’s) A fund to cover cost growth during the project used at the discretion of the City usually for costs that result from project circumstances. The amount of the CM@Risk’s Contingency shall be negotiated as a separate line item in the GMP package. Use of the CM@Risk’s Contingency is described in Section 5.2.2.3.

“Contract Documents” The following items and documents executed by the City and the CM@Risk: (i) all written Change Orders; (ii) this Agreement, including all exhibits and attachments and (iii) GMP Plans and Specifications.

“Contract Price” The amount or amounts set forth in Article 5 and as modified by Change Order.

“Construction Fee” The CM@Risk’s administrative costs, home office overhead, and profit, whether at the CM@Risk’s principal or branch offices. This includes the administrative costs and home office costs and any limitations or exclusions that may be included in the General Conditions Costs.

“Contract Time” The Days as set forth in Article 4 for the period of time, including authorized adjustments, allotted in the Contract Documents for Final Acceptance of the Work.

“Cost of the Work” The direct costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities required to construct the Work, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the CM@Risk’s Construction Fee, General Conditions Costs, CM@Risk’s Contingency and taxes.

“Critical Path” The sequence of activities which control the overall duration of the project from the start of the Work to the Final Acceptance of the Project. Any delay in the completion of these activities will extend the Contract Time

“Day(s)” Calendar day(s) unless otherwise specifically noted in the Contract Documents.

“Design Phase Services Contract” An agreement between the City and CM@Risk for Services provided by the CM@Risk during the design phase.

“Design Professional” A qualified, licensed design professional who furnishes design and/or construction administration services for the Project.

“Differing Site Conditions” Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the project site.

“Final Acceptance” The completion of the Work including punch list, as prescribed in Section 4.1.

“Float” The number of Days by which an activity can be delayed without lengthening the Critical Path and extend the Contract Time.

“General Conditions Costs” Includes but is not limited to the following types of costs for the CM@Risk during the construction phase: (i) payroll costs for project manager or CM@Risk for Work conducted at the site, (ii) payroll costs for the superintendent. (iii) payroll costs for other management personnel resident and Working at the site, (iv) costs of offices and temporary facilities including office materials, office supplies, office equipment and minor expenses, (v) cost of utilities, fuel, sanitary facilities and telephone services at the site, (vi) costs of liability insurance premiums not included in labor burdens for direct labor costs, (vii) costs of bond premiums or Contractor’s default insurance.

“Guaranteed Maximum Price” or “GMP” The sum of the maximum Cost of the Work; the CM@Risk’s Construction Fee; General Conditions Costs, taxes, bonds, insurance costs and CM@Risk’s Contingency.

“GMP Plans and Specifications” The set of plans and specifications provided in the Design Phase Services upon which the Guaranteed Maximum Price Proposal is based.

“Legal Requirements” All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site and relating to the performance of the Work.

“Notice to Proceed” or “NTP” A directive issued by the City, authorizing the CM@Risk to start the Work.

“Payment Request” The City form used by the CM@Risk to request progress payments for Work in accordance with Article 7.

“Product Data” Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.

“Project Record Documents” The documents created pursuant to Section 2.10.

“Samples” Physical examples, which illustrate materials, equipment or Workmanship and establish standards by which the Work will be evaluated.

“Shop Drawings” Drawings or reproductions of drawings, detailing; fabrication and erection of structural elements, false Work and forming for structures, fabrication of reinforcement steel, installed equipment and installation of systems, or any other supplementary plans or similar data, which the CM@Risk is required to submit for approval.

“Site” The land or premises on which the Project is located.

“Specifications” The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and Workmanship as applied to the Work and certain administrative details applicable thereto. Except as modified by the project plans, specifications and Change Orders, this Project shall be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments and as amended by the City.

“Subcontractor” Those having direct contracts with the CM@Risk and those who furnish material worked into a special design according to the plans and specifications for the Work, but not those who merely furnish material not so worked.

“Supplier” A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

“Work” or “Project” The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 - CM@Risk’s Services and Responsibilities

2.1 Standard Specifications and Details

2.1.1 The City is now operating under the latest revision of the Uniform Standard Specifications and Details for Public Works Construction, published by the Maricopa Association of Governments. The City of El Mirage General Notes and Details, City of Peoria Infrastructure Guide and Standard Details, will continue to apply where such details are not adopted or included in MAG, and all are herewith incorporated by reference and made a part hereof.

2.1.2 Copies of the Uniform Standard Specifications and Uniform Standard Details, published by the Maricopa Associations of Governments, are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona; they may be downloaded at their web site: <http://www.azmag.gov/> under “Publications”.

2.2 General Services

CM@Risk’s Representative shall be available to the City and shall have the necessary expertise and experience required to supervise the Work. CM@Risk’s Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of the CM@Risk. CM@Risk’s Representative may be replaced only with the written consent of the City.

2.3 Government Approvals and Permits

2.3.1 The CM@Risk shall obtain all necessary permits for the Work, and pay all applicable fees. The CM@Risk is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

2.3.2 Copies of these permits and notices must be provided to the City prior to starting the permitted activity

2.4 Pre-construction Conference

2.4.1 Prior to the commencement of any Work, the City will schedule a Pre-construction conference.

2.4.2 The purpose of this conference is to establish a Working relationship between the CM@Risk, utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.4.3 The Notice to Proceed shall be issued in accordance with MAG Section 108.

2.4.4 The CM@Risk shall provide a schedule of values based on the categories used in the buy out of the Work. The schedule of values shall not be greater than the approved GMP and shall identify the CM@Risk's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.4.5 Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.5 Control of the Work

2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate contractor, CM@Risk shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.5.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.5.3 CM@Risk or the CM@Risk's Superintendent shall be present at the Site at all times that Work under this contract is taking place.

2.5.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2.5.3.2 In the event of noncompliance of this section, the City may require the CM@Risk to stop or suspend the Work in whole or in part.

2.5.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer.

2.5.5 Before ordering materials or doing Work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings.

2.5.6 The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.5.7 The CM@Risk shall establish and maintain all construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona, in accordance with section 2.7

2.5.8 CM@Risk shall be responsible for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.5.9 CM@Risk shall coordinate the activities of all Subcontractors. If the City performs other Work on the Project or at the Site with separate contractors under City's control, CM@Risk agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5.10 The respective sections of the specifications contain detailed requirements for materials testing and inspections to be performed by an approved testing laboratory. All costs incurred for testing laboratory services will be paid by the CM@Risk at no cost to the City.

2.6 Control of the Work Site

2.6.1 Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.6.2 CM@Risk shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of the Maricopa County Air Quality Department Rules and Regulations.

2.6.3 CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all Work to minimize disruption to residents and the public.

2.6.4 Only materials and equipment used directly in the Work shall be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CM@Risk.

2.7 Construction Survey

2.7.1 General: The CM@Risk shall furnish the services of a surveyor professionally licensed or Registered (RLS) to perform land surveying in the State of Arizona. At the pre-construction conference, the CM@Risk shall provide to the City in writing the name and license number of the person who will perform the survey Work. All surveying in connection with this contract shall be the responsibility of the CM@Risk. At a minimum these services shall include preconstruction surveys, construction surveys and a post-construction survey and their accuracy shall be third order or better. Payment for these services shall be included in the GMP.

2.7.2 Preconstruction Surveys: Preconstruction surveys include, but are not limited to:

2.7.2.1 Valve and Manhole Ties: Prior to the start of construction, the CM@Risk will reference survey monuments to a permanent feature. A copy of all reference ties shall be provided to the City Inspector and to the CM@Risk. The City will provide to the CM@Risk as-built records showing these locations and ties to existing valves.

2.7.2.2 Topographic Survey: The CM@Risk shall perform topographic surveys necessary to ascertain unforeseen conditions as requested by the City.

2.7.2.3 Elevations: When it is a requirement of the contract for the CM@Risk to pothole existing utilities to verify their location and elevation, the CM@Risk shall ascertain stationing and elevations of the existing utilities and compute slopes and distances to insure potential conflicts are identified. The CM@Risk shall provide this data to the City sufficiently in advance of construction so that remedial action can be taken.

2.7.3 Construction Surveys: During construction the CM@Risk shall provide survey services including, but not limited to:

2.7.3.1 Staking: The CM@Risk shall provide all construction staking, including right-of-way and easements, slope staking, line and grade, and other staking, from which measurement of items of Work can be taken conveniently by the construction force and which will insure the project is constructed according to the plans.

2.7.3.2 Quantity Surveys: Quantity surveys, for identified unit price items, shall be conducted, and the data derived from these surveys shall be used in computing the quantities of Work performed and the actual construction completed and in place.

2.7.3.3 The CM@Risk shall conduct the original and final surveys and surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All these surveys shall be conducted under the direction of a representative of the City, unless the City waives this requirement in a specific instance. The CM@Risk shall make the computations based on the surveys for any periods for which progress payments are requested.

2.7.3.4 Promptly upon completing a survey, the CM@Risk shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the Work to the City, who shall use them as necessary to determine the amount of progress payments. The CM@Risk shall retain copies of all such material furnished to the City.

2.7.4 Post-Construction Surveys: Upon completion of construction and prior to submittal of record drawings, the CM@Risk shall conduct the necessary surveys to verify

final alignment and grade, location and elevation of underground utility stub outs, and permanent ties for all valves, fire hydrants, flushing lines, corporation stops, and other features as directed by the City. Promptly upon completing the survey the CM@Risk shall furnish the original of all field notes and records relating to the post-construction surveys to City. A copy of the field notes and records shall be retained by the CM@Risk for use in preparation of the record drawings.

2.7.5 Datum: Unless otherwise specified, all surveys shall be conducted using the NAVD 88 datum.

2.7.6 Quality Assurance: From time to time, the City or the City's Representative may cause a quality assurance survey to be performed. Such survey may include, but not be limited to:

- Review of records, methods, procedures and techniques.
- Verification of computations.
- Resurveying using in-place hubs, stakes or monuments.

2.7.7 Defective Work: The City will notify the CM@Risk of any non-compliance with the foregoing provisions of this section and the actions to be taken. The CM@Risk shall, after receipt of such notice, immediately take corrective action. If the CM@Risk fails or refuses to comply promptly, the City may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders, nor any Work performed which must be removed and replaced as a result of defective survey Work, shall be made the subject of a claim for extension of time or for excess costs or damages by the CM@Risk. If recurring deficiencies indicate the registered land surveyor is not competent to perform the required surveys, corrective action shall be taken as directed and progress payments may be withheld until such corrective action has been completed.

2.7.8 Certification: Upon completion of all survey Work on this contract, the RLS shall submit a letter to the City, on letterhead stationery, containing the following paragraph:

"I hereby certify that all elevations, dimensions, measurements, tabulations and computations provided by me on this contract are true, correct and accurate to the best of my knowledge and belief."

(Typed Name)
Registered Land Surveyor

This letter shall be signed by the RLS and cite the City project name and number and shall be stamped with the RLS's professional stamp.

2.8 Quality Control, Testing and Inspection

2.8.1 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.8.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.8.3 The CM@Risk shall be responsible for all Quality Control and Acceptance Testing.

2.8.4. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.8.5 The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide them access to the Work at all times.

2.8.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of the CM@Risk to coordinate and to comply, unless otherwise provided in the Contract Documents.

2.8.8. Failure of the City or City's selected testing agency to discover or detect noncompliance by CM@Risk with the Contract Documents shall not relieve the obligation of CM@Risk to comply with the Contract Documents and to correct any defective work or work not in compliance with the Contract Documents, at CM@Risk's sole cost and expense.

2.9 Trade Names and Substitutions

2.9.1 Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute or alternate items may be permitted, subject to the following:

2.9.2 The substitution shall be submitted by CM@Risk in writing to the City.

2.9.3 The CM@Risk shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

2.9.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.9.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.9.6 The CM@Risk if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.9.7 The City will make the final decision and will notify the CM@Risk in writing as to whether the substitution has been accepted or rejected.

2.9.8 If the City does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.10 Project Record Documents

2.10.1 During the construction period, the CM@Risk shall maintain at the jobsite a set of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.10.1.1 The CM@Risk shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the Drawings
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits
- Actual equipment locations
- Changes made by Change Order
- Details not on original Contract Drawings

2.10.1.2 The CM@Risk shall mark completely and accurately Project Record Drawing sets of Construction Documents.

2.10.1.3 The CM@Risk shall mark Project Record Drawings sets with red erasable colored pencil.

2.10.1.4 The CM@Risk shall note request for information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.5 The CM@Risk shall submit Project Record Drawing sets and Shop Drawings to the City or its representative for review and comment.

2.10.2 Upon receipt of the reviewed Project Record Drawings from the City, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to the City prior to Final Acceptance and as a condition of Final Acceptance.

2.10.3 The City Representative will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

2.11 Project Safety

2.11.1 These Construction Documents, and construction covered by this agreement are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- b. Part 1910 and Part 1926 - Occupational Safety and Health Standards, Chapter

XVII of Title 29, Code of Federal Regulations.

- c. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

2.11.2 The CM@Risk is responsible for safety of the job site for employees of CM@Risk as well as for members of the general public and others who may drive or walk through or be in the job site.

2.11.3 CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether Working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.4 CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.5 The CM@Risk shall provide a "competent person" as required by O.S.H.A. regulations. The "competent person" shall be identified at the preconstruction conference with the City advised in writing of any changes.

2.11.6 The "competent person" shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors and others as applicable.

2.11.7 CM@Risk and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirement.

2.11.8 CM@Risk will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.11.9 CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11.10 Nothing in this agreement shall relieve the CM@Risk of his responsibility to maintain traffic, structures, etc., as noted on the plans, specifications, and Special Provisions. The CM@Risk is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the plans, specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by the CM@Risk's excavation, shoring, bracing, or underpinning shall be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinning, and trench support shall be included in the appropriate items listed in the GMP, and no additional payment shall be made for this Work.

2.12 Warranty

2.12.1 CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in

the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and Workmanship.

2.12.2 The date of Final Acceptance and the beginning of the Warranty period shall be the date upon which the City indicates final completion and acceptance of the Work, irrespective of early completion by some subcontractors of their Work. Final Acceptance will not be issued until all items of Work, including punch list items have been completed. The CM@Risk shall furnish extended warranties for facilities placed in service before Final Acceptance and that expire no earlier than one year beyond Final Acceptance except as otherwise required in the specifications.

2.12.3 CM@Risk's warranty obligation shall be in accordance with MAG Specifications.

2.12.4 Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this section or the Contract Documents. CM@Risk will provide City with all manufacturers' warranties prior to Final Acceptance.

2.13 Correction of Defective Work

2.13.1 CM@Risk agrees to correct any Work that is not in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of one year from the date of Final Acceptance of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.2 CM@Risk shall take immediate steps to commence correction of nonconforming Work, subject to Section 2.12 above, within fourteen calendar days of receipt of written notice from City in accordance with MAG Specifications. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by the City to be an emergency, the City shall notify the CM@Risk, via the most expeditious means regarding the nature and condition of the defects. In turn, the CM@Risk shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with MAG Specifications.

2.13.3 The one year period referenced in Division 2.13.1 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that the City may have regarding CM@Risk's other obligations under the Contract Documents.

2.13.4 The failure of City to discover or detect noncompliance by CM@Risk with the Contract Documents shall not relieve the obligation of CM@Risk to comply with the Contract Documents and to correct any defective work or work not in compliance with the Contract Documents, at CM@Risk's sole cost and expense. The City's approval of the Project, or any part thereof, shall not constitute a waiver of the City's right to require the CM@Risk to correct any Work subsequently found or determined not to be in compliance with the Contract Documents.

2.14 Contractor Labor Requirements

The CM@Risk shall insure that all employees have a legal right to live and Work in the United States. Upon request by the City of El Mirage, a copy of the Birth Certificate, Certificate of Naturalization, Immigration Card, or Special Entry Permit shall be provided to the City Engineer. In addition, employee compensation shall meet all applicable

requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage Laws.

Article 3 - City's Services and Responsibilities

3.1 City's Representative and Inspector

3.1.1 City's Representative is responsible for providing City-supplied information and approvals in a timely manner to assist CM@Risk to fulfill its obligations under the Contract Documents.

3.1.2 City's Representative will also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.1.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CM@Risk. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a regulatory agency.

3.1.3.1 The inspector is authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.1.3.2 The inspector is not authorized to issue instructions contrary to the Construction Documents or to act as foremen for the CM@Risk.

3.1.3.3 The inspector shall have the authority to reject Work or materials until any questions at issue can be decided by the City's Representative.

3.1.3.4 The furnishing of an inspector by the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for the CM@Risk's failure to perform the Work in accordance with Contract Documents.

3.2 Design Professional Services

The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract as well as other firms hired by the City shall be furnished to the CM@Risk. The CM@Risk shall not have the right to limit or restrict or reject any contract modifications that are mutually acceptable to the City and Design Professional.

3.3 City's Separate Contractors

City is responsible for all Work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents.

3.4 Permit Review and Inspections

3.4.1 If requested by the CM@Risk, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.4.2 The regulating agencies of the City, such as Public Works, Fire, and Planning Departments, enforce Legal Requirements. The enforcement activities of the City are independent and separate from this Agreement.-

Article 4 - Contract Time

4.1 Contract Time

4.1.1 Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance.

4.1.2 Contract Time for the Agreement shall be sixty five (65) consecutive calendar days starting with the Notice to Proceed. Contract Time shall be for the completion of the Work.

4.1.3 CM@Risk agrees that it will commence performance of the Work and achieve the Contract Time.

4.1.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.2 Final Acceptance

Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and CM@Risk will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued until all items of Work, including punch list items, have been completed to the City's satisfaction.

4.3 Liquidated Damages

4.3.1 For this project, time is of the essence. Therefore, there will be liquidated damage assessment made for each calendar day the project is not completed after the specified completion date. For each and every calendar day that Work shall remain incomplete after the time specified for the completion of the Work in the GMP, or as adjusted by the City, the sum per MAG Section 108.9, per calendar day, shall be deducted from monies due to the CM@Risk, not as a forfeit or penalty, but as liquidated damages and added expenses including administrative, inspectors' cost and loss of facility revenue. This sum is fixed and agreed upon between the parties, because the actual loss to the City caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

4.3.2 Final Acceptance means the completion of all items of Work, including punch list items subject to Section 4.2.

4.3.3 Permitting the CM@Risk to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, does not operate as a waiver by the City of any rights under this contract.

4.3.4 The CM@Risk acknowledges and agrees to the amount of liquidated damages, specified in Section 4.3.1.

4.4 Project Schedule

4.4.1 The Project Schedule approved as part of a GMP shall be updated and maintained throughout the contract period.

4.4.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents.

4.4.3 An updated Project Schedule shall be submitted monthly to the City as part of the Payment Request. The monthly submittal shall include one full size plot of the entire schedule and one computer disk containing the schedule in a format acceptable to the City.

4.4.4 CM@Risk shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work as presented in the GMP and within the Contract Time.

4.4.5 With each Project Schedule submittal, the CM@Risk shall include a transmittal letter including the following:

- Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impacts and their delay on other activities, milestones, and their impact date of Final Completion
 - Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Final Completion date status:
 - If ahead of schedule, the number of calendar days ahead
 - If behind schedule, the number of calendar days behind
- Other Project or scheduling concerns.

4.4.6 City's review of and response to the Project Schedule serves to ensure for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.4.7 The Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

4.4.8 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.9 The CPM diagram schedule shall indicate all relationships between activities.

4.4.10 The activities making up the schedule shall contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Individual activities shall not exceed 30 days in length.

4.4.11 The CPM diagram schedule shall be based upon activities, which coincide with the schedule of values.

4.4.12 The CPM diagram schedule shall show all submittals associated with each Work activity and the review time for each submittal.

4.4.13 The project schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished material and construction by other contractors when those activities are interrelated with the CM@Risk activities.

4.4.14 The Project Schedule shall consider the City's and the tenants' use of portions of the Project during Contract Time and prior to Final Acceptance.

4.4.15 Float time shall be as prescribed below:

4.4.15.1 The total Float time within the overall schedule, is not for the exclusive use of either the City or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

4.4.15.2 The CM@Risk shall not sequester shared Float time through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

4.4.15.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract Time is also exceeded.

Article 5 - Contract Price

5.1 General

The CM@Risk agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or

times, stated in the approved Guaranteed Maximum Price.

5.2 Contract Price

5.2.1 The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as Exhibit "C" an amount of **\$285,639**.

5.2.2 Guaranteed Maximum Price is composed of the following not-to-exceed lump sum amounts defined below. The CM@Risk is at risk to cover any additional Project costs.

5.2.2.1 The Cost of the Work is **\$285,639**. The Guaranteed Maximum Price shall be based on the GMP Plans and Specifications.

5.2.2.2 The general conditions costs and the construction fee are firm fixed lump sums.

5.2.2.3 CM@Risk's Contingency is a fund to cover cost growth during the project used at the sole discretion of the City usually from costs that result from project circumstances.

5.2.2.3.1 At the time that CM@Risk's Contingency is used by the CM@Risk, the appropriate markups for overhead and profit will be applied.

5.2.2.3.2 When the CM@Risk utilize CM@Risk's Contingency funds, the CM@Risk shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CM@Risk's Contingency funds are used for a new line item that was not given with the original schedule of values, a revised schedule of values shall be submitted to document this.

5.2.2.3.3 Any portion of the CM@Risk's Contingency not utilized after Final Acceptance of the project shall be retained by the City.

5.2.2.4 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a firm fixed lump sum.

5.2.3 Owner's Contingency funds are to be used at the sole discretion of the City. Owner's Contingency will be added to the Contract Price for approval by Council to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. At the time that Owner's Contingency is used, the appropriate markups will be applied

5.2.4 The GMP is subject to adjustments made in accordance with Article 6 and by Change Orders to this Agreement.

5.2.4.1 GMP Change Orders are cumulative except for contingency.

5.2.4.2 If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.6.

Article 6 - Changes to the Contract Price and Time

6.1 Delays to the Work

Delays and damages shall be determined in accordance with MAG Standard Specifications Section 109.8.

6.2 Differing Site Conditions

Differing Site Conditions shall be addressed in accordance with MAG Standard Specification section 104.2.

6.3 Errors, Discrepancies, and Omissions

6.3.1 If the CM@Risk observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the Design Professional and request clarification.

6.3.2 If the CM@Risk proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.4 City Requested Change in Work

6.4.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.4.2 Such alterations and changes shall be addressed in accordance with MAG Standard Specifications section 104.2.

6.5 Change Orders

6.5.1 City and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2 All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.6 Extra Work

6.6.1 The CM@Risk shall perform such extra Work and charge the Owner at actual cost of labor and materials. The CM@Risk shall have the right to add not more than 5% to the Subcontractor's prices for authorized extra Work performed solely by Subcontractors. Such percentage shall include all of the CM@Risk's charges for overhead, profit, administration and supervision. A 15% mark-up for overhead, profit, administration and supervision may be added to the CM@Risk's cost of labor and materials for extra Work authorized to be done by his own forces. The Subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed 15% of cost of labor and materials. The CM@Risk and Subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above.

6.6.2 For Work omitted from Contract: If Contract Agreement has been previously increased by Change Order for additional Work, then overhead and profit will be deducted for omitted Work; if revised Contract Price will be less than original Contract amount, then overhead expenses and profit will not be deducted as part of the deductive Change Order

for Work omitted.

6.6.3 Where extra Work involves both added and omitted Work, the overhead, profit, administration and supervision figures specified above shall be added only to the increased amount over the original Contract Price.

6.7 Contract Modifications

Any agreement which modifies the terms of the contract (including Change Orders) shall be approved in writing by the Public Works Director. Once properly executed by both parties, these modifications to the contract shall have the same effect as if they had been included in the original contract. Signature by the contracting parties shall constitute full accord and satisfaction between the City and the CM@Risk for all costs, damages, and expenses of whatever kind or nature, including delay, impact or acceleration damages, which may be occasioned by the modification.

6.8 Emergencies

In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency Work under this Division shall be determined as provided in this Article.

Article 7- Procedure for Payment

7.1 Payment

Payment for the specific Work under this Agreement will be made in accordance MAG Standard Specification section 109.

7.2 Record Keeping and Finance Control

7.2.1 As it relates to Contract "Allowances" or cost based change orders, records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate agency, reserve the right to audit the CM@Risk's records, as it relates to Allowances or cost based change orders, in compliance with local, state or federal policies, statutes or at the City's discretion, within (3) years of Final Acceptance of the Work.

7.2.2 The CM@Risk shall include a provision similar to paragraph 7.2.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers, who have reimbursable GMP type contracts, providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate agency, has access to the Subconsultants', Subcontractors', and Suppliers' records.

Article 8 - Claims and Disputes

8.1 Attorney Fees

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to received from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

8.2 Duty to Continue Performance

Unless provided to the contrary in the Contract Documents, CM@Risk shall continue to perform the Work and City shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and City.

8.3 Representatives of the Parties

8.3.1 City's Representatives

8.3.1.1 City designates the individual listed below or his designee as its Senior Representative (Level III), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Jorge Gastelum, Director of Development and Community Services/City Engineer
12145 NW Grand Avenue
El Mirage, Arizona 85335

8.3.1.2 City designates the individual listed below as its City's Representative (Level II), which individual has the authority and responsibility set forth in MAG Section 110:

Chris Hauser, Project Manager
12145 NW Grand Avenue
El Mirage, Arizona 85335

8.3.1.3 City designates the individual listed below as its City's Representative (Level I), which individual has the authority and responsibility set forth in MAG Section 110:

Chris Hauser, Project Manager
12145 NW Grand Avenue
El Mirage, Arizona 85335

8.3.2 CM@Risk's Representatives

8.3.2.1 CM@Risk designates the individual listed below as its Senior Representative (Level III), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

John M. Alvarez, President
Sun Eagle Corporation
461 N. Dean Ave
Chandler, AZ 85226-2745

8.3.2.2 CM@Risk designates the individual listed below as its CM@Risk's Representative (Level II), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Michael Kavathas, Sr. Project Manager
Sun Eagle Corporation
461 N. Dean Ave
Chandler, AZ 85226-2745

8.3.2.3 CM@Risk designates the individual listed below as its CM@Risk's Representative (Level I), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Michael Kavathas, Sr. Project Manager
Sun Eagle Corporation
461 N. Dean Ave
Chandler, AZ 85226-2745

Article 9 - Suspension and Termination

9.1 The City may suspend or terminate this contract in accordance with MAG Specifications Section 105 and 108.

Article 10 - Insurance and Bonds

10.1 Insurance Requirements

10.1.1 The CM@Risk, at CM@Risk's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies possessing a current A.M. Best, Inc. rating of A- or better, and duly licensed or approved to do business in the State of Arizona, with policies and forms satisfactory to the City.

All insurance coverage required herein shall be maintained in full force and effect until all Work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The CM@Risk's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's Work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The CM@Risk shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the CM@Risk to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, with 10 Working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise CM@Risk of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of CM@Risk's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials, and employees as Additional Insureds.

10.1.2 General Liability

CM@Risk shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG000211093 or any replacement thereof. The coverage shall not include X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision, commutation clause or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for CM@Risk's operations and products and completed operations.

Any CM@Risk subcontracting any part of the Work, services, or operations awarded to the CM@Risk, shall purchase and maintain, at all times during prosecution of the Work, services, or operations under this Contract, an Owner's and CM@Risk's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or CM@Risk's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the CM@Risk's Commercial General Liability insurance.

The Commercial General Liability insurance and the Owner's and Construction Manager at Risk Protective Liability insurance policies shall not be written on a "claims made" basis.

10.1.3 Automobile Liability

CM@Risk shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the CM@Risk's any owned, hired, and non-owned vehicles assigned to or used in performance of the CM@Risk's Work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply. The Commercial/Business Automobile Liability insurance policy shall not be written on a "claims made" basis.

10.1.4 Workers' Compensation

The CM@Risk shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@Risk's employees engaged in the performance of the Work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any Work is subcontracted, the CM@Risk will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CM@Risk.

10.1.5 Certificates of Insurance

Prior to commencing services under this Contract, CM@Risk shall furnish the City with Certificates of Insurance (naming the City as Additional Insured), or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

10.1.6 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled or materially changed without fifteen (15) days prior written notice to the City.

10.2 Bonds and Other Performance Security

10.2.1 Bid/Proposal Security

Non-revocable bid/proposal security payable to the City of El Mirage in the amount of 10% of the total bid/proposal price is required. This security shall be in the form of a bid bond, certified check, or cashier's check and must accompany the Proposal submitted by the CM@Risk. If the security is submitted in the form of a bid bond, the Bid Bond Form included in the Bid Documents shall be used. A Proposal submitted without the required bid/proposal security will be declared non-responsive, will not be given further consideration and will be returned to the Proposer.

The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of evaluation, the City will:

- a. Issue a Contract award notice for those offers accepted by the City;
- b. Return all bid/proposal security to those who have not been issued a Contract award notice.

All bid/proposal security from the Proposer(s) who has been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the CM@Risk fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the CM@Risk may be found to be in default under the bid/proposal security. In case of default, the City reserves all rights inclusive of, but not limited to, the right to enter into a contract with an alternative Proposer for the Work and to recover any actual excess costs from the Proposer. Collection against the bid/proposal security shall be one of the, but not the sole, measures available toward the recovery of any excess costs.

All bid/proposal bonds shall be executed on the Bid Bond Form included in the Bid Documents, duly executed by the Bidder/Proposer as Principal and having as surety thereon a surety company approved by the Owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All insurers and sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating of "A-" or better as currently listed in the most recent A.M. Best Key Guide published by the A.M. Best Company, payable without condition to the Owner.

10.2.2 Performance Bond

The CM@Risk shall be required to furnish non-revocable security binding the CM@Risk to the City to provide faithful performance of the Contract in the amount of 100% of the total Contract price payable to the City of El Mirage.

Performance security shall be in the form of a performance bond, certified check, or cashier's check. This security must be in the possession of the City of El Mirage Finance Department within the time specified, or ten (10) days after notice of award if no period is specified. If the CM@Risk fails to execute security document as required, the CM@Risk may be found in default under the terms of the Bid Security. In case of default the City reserves all rights under the Bid/Proposal security pursuant to Sec. 10.2.1.

All performance bonds shall be executed on the Performance Bond Form included in the Bid Documents, duly executed by the Bidder as Principal and having as surety thereon a surety company approved by the Owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All insurers and sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide published by the A.M. Best Company, payable without condition to the Owner.

10.2.3 Payment Bond

The CM@Risk shall be required to furnish non-revocable security in an amount equal to the full Contract Price, made payable to the Owner and solely for the protection of those supplying labor or materials to the CM@Risk or its Subcontractors in the prosecution of the Work or any part thereof in accordance with A.R.S. § 34-222 and § 34-223.

All payment bonds shall be executed on the Payment Bond Form included in the Bid Documents, duly executed by the CM@Risk as Principal and having as surety thereon a surety company approved by the Owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All insurers and sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide published by the A.M. Best Company, payable without condition to the Owner.

Article 11 - Indemnification

11.1 CM@Risk's General

11.1.1 To the fullest extent permitted by law, the CM@Risk shall defend, indemnify and hold harmless the City of El Mirage, its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work. CM@Risk's duty to defend, indemnify and hold harmless the City of El Mirage, its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, Workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting there from, caused by any act or omission of the CM@Risk, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

11.1.2 In any and all claims against the indemnified parties by any employee of the CM@Risk, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the defense and indemnification obligation in this Article 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CM@Risk, or any subcontractor, or any supplier or other person under Workmen's compensation acts, disability benefit acts, or other employee acts.

11.1.3 The CM@Risk shall also defend, indemnify and hold harmless the City of El Mirage, the Design Professional, the Owner's representative, any jurisdiction or agency issuing permits for any Work involved in the project, and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the Work itself), attorney's fees and other costs, including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CM@Risk to faithfully perform the Work and all of the Work and all of the CM@Risk's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

11.1.4 In case any claim, action, suit or proceeding is brought against the City of El Mirage, or any indemnified party by reason of any act or condition requiring indemnification by the CM@Risk hereunder, the indemnified party(ies) receiving notice of said claim, action, suit or proceeding shall notify the CM@Risk promptly of the same, and the CM@Risk shall, at the CM@Risk's expense, compromise, resist or defend, as appropriate, such claim, action, suit or proceeding, or cause the same to be compromised, resisted or defended, by the insurer of the liability, by the CM@Risk, or by legal counsel retained by the insurer or CM@Risk. The indemnified party shall have the right to approve the legal counsel selected by the CM@Risk or the insurer of the liability, which approval shall not be unreasonably

withheld.

11.1.5 The defense, indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of this Agreement.

11.1.6 The CM@Risk shall have no obligation to indemnify or defend under this Article 11 to the extent such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

11.1.7. The CM@Risk's obligation to defend, indemnify and hold harmless the City of El Mirage, its agents, representatives, officers, directors, officials and employees (the "Indemnified Parties") under this Article 11 shall include the obligation to defend, indemnify and hold harmless the Indemnified Parties from and against any and all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the failure or alleged failure of any Indemnified Party to detect, discover (including allegations of negligent inspection) or prevent any acts or omissions of the CM@Risk, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, which are alleged to have directly or indirectly resulted in personal or bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting there from to the Claimant.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in accordance with MAG Section 102.2.

12.1.2.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small-scale drawings.

12.1.3 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.3.1 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.3.2 The Contract Documents form the entire agreement between City and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.1.3.3 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

12.2 Time is of the Essence

City and CM@Risk mutually agrees that time is of the essence with respect to the dates and times set forth in the Contract Documents. Adjustments to contract time shall be in accordance with Article 4.

12.3 Mutual Obligations

City and CM@Risk commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.4 Cooperation And Further Documentation

The CM@Risk agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.5 Assignment

Neither CM@Risk nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.6 Successorship

CM@Risk and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.7 Third Party Beneficiary

Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM@Risk and not for the benefit of any other party.

12.8 Governing Law

The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.9 Severability

If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.10 Compliance with Federal Laws

12.10.1 CM@Risk understands and acknowledges its obligations under, and the

applicability to CM@Risk, of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CM@Risk agrees to comply with these laws in performing the Contract Documents and to permit the City to verify such compliance. The City's failure to verify the CM@Risk's compliance with such laws shall not relieve the CM@Risk's obligation to comply with all applicable state and federal laws.

12.10.2 The CM@Risk shall require a drug free Workplace for all employees working under the Contract. Specifically, all employees of the CM@Risk who are Working under a contract with the City shall be notified, in writing, by the CM@Risk that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the Workplace.

Failure to require a drug free workplace may result in termination of the Contract and possible debarment from bidding on future City projects.

12.10.3 The CM@Risk will not discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, national origin or disability. The CM@Risk will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, national origin or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CM@Risk agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause and the nondiscrimination laws of the State of Arizona and the United States.

12.10.4 The CM@Risk, will, in all solicitations or advertisements for employees placed by or on behalf of the CM@Risk, state that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, sex, national origin or disability.

12.10.5 The CM@Risk will send to each labor union or representative of Workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or Workers' representative of the CM@Risk's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.10.6 The CM@Risk will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.10.7 The CM@Risk will furnish to the City all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

12.10.8 In the event of the CM@Risk's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CM@Risk may be declared ineligible for further Government contracts or Federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24,

1965, or by rules or order of the Secretary of Labor, or as otherwise provided by law.

12.10.9 The CM@Risk will include the provisions of paragraphs 12.10.4 through 12.10.9 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CM@Risk will take such action with respect to any subcontractor or purchase order as the Department of Health and Human Services may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided however, that in the event the CM@Risk becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Health and Human Services, the CM@Risk may request the United States to enter into such litigations to protect the interests of the United States.

12.11 Legal Requirements

12.11.1 CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.11.2 It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the City in writing, describing the apparent variance or deficiency.

12.12 Independent Contractor

The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.13 City's Right Of Cancellation

All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.14 Survival

All warranties, representations and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.

12.15 Covenant Against Contingent Fees

The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.16 No Waiver

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.17 Notice

12.17.1 Unless otherwise provided, any notice, request, instruction or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

John M. Alvarez, President
Sun Eagle Corporation
461 N. Dean Ave
Chandler, AZ 85226-2745

Copy to:

Michael Kavathas, Sr. Project Manager
Sun Eagle Corporation
461 N. Dean Ave
Chandler, AZ 85226-2745

to City:

Jorge Gastelum, Director of Development and Community
Services/City Engineer
City of El Mirage
12145 NW Grand Avenue
El Mirage, Arizona 85335

Copy to:

Chris Hauser, Project Manager
City of El Mirage
12145 NW Grand Avenue
El Mirage, Arizona 85335

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.18 Preference for Use of Off-Duty El Mirage Police Officers The CM@Risk shall provide off-duty El Mirage police officer(s), if available, to control traffic at signalized intersections when traffic is restricted or where Work is underway or as directed by the Engineer. The cost of the officer(s) shall be included in the GMP. In the event El Mirage police officers are not available, the CM@Risk may obtain Arizona Police Officer Standards and Training (POST) Certified Officers from other off-duty sources.

12.19 Hazardous Materials

12.19.1 Unless included in the Work, if the CM@Risk encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop Work and report the condition to the City.

12.19.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CM@Risk shall not resume Work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the City may agree, in writing, to continue Work in non-affected areas onsite.

12.19.3 An extension of Contract Time may be granted in accordance with Article 6.

12.20.4 The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.20 Traffic Regulations

12.20.1 All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix Traffic Barricade Manual* latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of El Mirage City Engineer for interpretation.

12.20.2 At the time of the pre-construction conference, the CM@Risk shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring, and altering traffic control measure, as necessary. At the same time, the City will designate a representative who will be responsible for seeing that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazard and accidents.

12.20.3 The following shall be considered major streets: all major parkway, mile (section line), arterial, and collector (mid-section line and quarter-section line) streets so classified by the City of El Mirage.

12.20.4 All traffic control devices required for this project shall be the responsibility of the CM@Risk. The CM@Risk shall place advance warnings **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

12.20.5 The CM@Risk shall provide, erect, and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals, and signs, and shall take all necessary precautions for the protection of the Work and safety of the public. The CM@Risk shall provide, erect, and maintain acceptable and adequate detour signs at all closures and along detour routes.

12.20.6 All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the CM@Risk shall conform to the standard design generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

12.20.7 The CM@Risk shall insure that all existing traffic signs are erect, clean, and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the

CM@Risk shall notify the Inspector at least forty-eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete, unless otherwise stated in the specifications. Payment for this item shall be made at the Contract lump sum price for TRAFFIC CONTROL.

12.20.8 When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the CM@Risk's responsibility to provide adequate personnel including flagmen to direct traffic safely.

12.20.9 Manual traffic control shall be in conformity with the Traffic Barricade Manual, except the liaison officer shall be contacted at the El Mirage Police Department at telephone number (623) 933-1341.

12.20.10 When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements should be made with the liaison officer at the El Mirage Police Department at telephone number (623) 933-1341.

12.20.11 The assembly and turn-arounds of the CM@Risk's equipment shall be accomplished using adjacent local streets when possible.

12.20.12 Equipment used and/or directed by the CM@Risk shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

12.20.13 During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

12.20.14 No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of El Mirage. Written approval may be given if sufficient time exists to allow for notification of the public at least five (5) working days in advance of such closing with VMS signs explaining the closure at all approaches to the project area. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

12.20.15 Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty-four (24) hours in advance of any Work at such intersections. The CM@Risk shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The CM@Risk shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

12.20.16 The CM@Risk shall address how local access to adjacent properties will be handled in accordance with the specification herein.

12.20.17 Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the CM@Risk shall provide a detour.

12.21 Construction Water

Watering shall conform to the provisions of Section 230 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operations to which such watering is incidental or appurtenant.

The Contractor shall obtain a fire hydrant meter for construction and shall contact the Fire, Building and Life Safety Department at 623-583-7968 to start the process. Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of El Mirage Customer Service Department at (623) 876-2966 or (623) 876-2967. Contractors shall not relocate hydrant meters themselves. A deposit and account activation fee is required for each meter. The cost of the water is at the prevailing rate.

12.22 CM@Risk's Affidavit

CM@Risk shall submit a signed copy of the CM@Risk's Affidavit Regarding Settlement of Claims, attached as Exhibit "B", prior to final payment.

12.23 Equipment Rental Rates for Actual Cost Work

12.23.1 Compensation for equipment used on Actual Cost Work (M.A.G. U.S.S. 109.5.1) shall be paid in accordance with the Arizona Department of Transportation (A.D.O.T.) "Standard Specifications for Road and Bridge Construction," latest edition, Section 109.04(D)(3), except as follows:

The Rate Adjustment factors for year of manufacture shall be as published in the Dataquest Blue Book.

The Regional Adjustment Factor for climate and regional costs shall apply as published in the Blue Book.

Overtime and Shift rates shall be as follows:

- a. Overtime - at the rate of 1/176th of the monthly rate plus operating costs.
- b. Double Shift (16 hours per day) - the first 8-hour shift shall be at 1/176th of the monthly rate plus operating costs; the second 8-hour shift shall be at 50% of 1/176th of the monthly rate plus operating costs.
- c. Triple Shift (24 hours per day) - the first two shifts as b). above; the third shift shall be at 50% of 1/176th of the monthly rate plus operating costs.

12.23.2 Compensation under these procedures shall apply to CM@Risk/ Subcontractor-owned equipment only. Leased or rented equipment costs will be compensated as specified in A.D.O.T. 109.04(D)(3)(c).

12.24 NOT USED

12.25 Shop Drawings

12.25.1 The CM@Risk shall prepare and submit shop drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved plans and specifications.

12.25.2 A schedule of shop drawing submissions shall be submitted with the GMP. Unless otherwise noted, shop drawings will not be required for items specified or detailed in the Uniform Standard Specifications and details or the Technical Specifications.

Shop drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- a. All Working and erection dimensions.
- b. Arrangements and sectional views.
- c. Necessary details, including complete information for making connections between Work under this Contract and Work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each Drawing or page shall include:

1. Project name, City of El Mirage Project Number and descriptions.
2. Submittal date and space for revision dates.
3. Identification of equipment, product or material.
4. Name of CM@Risk and Subcontractor.
5. Name of supplier and manufacturer.
6. Relation to adjacent structure of material.
7. Physical dimensions, clearly identified.
8. Identification of and justification for deviations from the Contract Documents.
9. CM@Risk's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
10. Location at which the equipment or materials are to be installed.

12.25.3 Location shall mean both physical location and location relative to other connected or attached material. The City will return unchecked any submittal which does not contain complete data on the Work and full information on related matters.

12.25.4 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

12.25.5 The CM@Risk shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow his suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the Work.

12.25.6 If the shop drawings show departures from the Contract requirements, the CM@Risk shall make specific mention thereof in his letter of transmittal, otherwise review of such submittals by the City shall not constitute review of the departure. Review of the drawings shall constitute review of the specific subject matter for which the drawings were submitted and not of any other structure, materials, equipment, or apparatus shown on the drawings.

12.25.7 The review of shop drawings will be general and shall not relieve the CM@Risk of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by shop drawings shall be initiated until such drawings have been reviewed and approved by the City.

12.25.8 The procedure in seeking review of the shop drawings shall be as follows:

- a. The CM@Risk shall electronically submit a PDF of any shop drawings and other descriptive data with one copy of a letter of transmittal for review by the City. The CM@Risk shall submit shop drawings to the Engineering Department for the City's review.
- b. Drawings or descriptive data will be stamped "Approved", "Approved as Noted", or "Unacceptable - Resubmit" and one copy with a Letter of Transmittal will be emailed to the CM@Risk at an address designated by the CM@Risk.
- c. If a shop drawing or data is stamped "Approved" or "Approved as Noted", no additional submittal is required for that shop drawing.
- d. If a shop drawing or data is stamped "Unacceptable-Resubmit", the CM@Risk shall make the necessary corrections and resubmit the documents as required in Instruction 1. The letter transmitting corrected documents shall indicate that the documents are resubmittals.
- e. If any corrections, other than those noted by the City, are made on a shop drawing prior to resubmittal, such changes should be pointed out by the CM@Risk upon resubmittal.
- f. The CM@Risk shall revise and resubmit the shop drawing as required, until they are stamped either "Approved" or "Approved as Noted."
- g. After the CM@Risk's submittal or resubmittal of shop drawings, the City shall be provided with ten (10) working days for review.
- h. The City will not issue a "Notice to Proceed" until all shop drawings are approved, unless otherwise approved by the City Engineer.

12.25.9 The CM@Risk shall be responsible for all extra costs incurred by the City caused by the CM@Risk's failure to comply with the procedure outline above.

12.26 Date of Final Acceptance and Beginning of Warranty Period

12.26.1 The date of final acceptance and beginning of the warranty period shall be the date upon which the owner indicates completion and acceptance of the Work. This date will represent the completion date of the project, irrespective of early completion by some subcontractors of their Work.

12.26.2 No partial acceptance, no partial Certificate of Substantial Completion and no partial occupancy shall be approved by the City.

12.26.3 Final acceptance will not be issued until all items of Work, including punch list items, have been completed.

12.27 Payment for Stored Materials

12.27.1 The City will not pay for materials stored on site unless the material is properly stored, and the material has been paid for. The CM@Risk shall submit copies of invoices marked, "PAID", or other proof acceptable to the City indicating that the material, has in fact been paid for.

12.27.2 No payments will be made for any material stored offsite, whether it has been paid for or not.

12.28 The Clean Air Act

12.28.1 The CM@Risk shall comply with the Clean Air Act, as amended (42 USC 1857) and Executive Order 11288; and the Federal Water Pollution Control Act, as amended (33 USC 1251); and all applicable standards, orders and regulations issued pursuant thereto. The Owner agrees to report all violations thereof to the Environmental Protection Agency and specifically to comply with the following:

12.28.1.1 For the purpose of this paragraph, the term "facility" means (1) any building, installation, structure, location or site or operations, (2) owned, leased, or supervised (3) by the Owner or its CM@Risk and the latter's Subcontractors (4) for the construction, supply and service contracts entered into by the Owner for the purpose of accomplishing this project.

12.28.1.2 The Owner and CM@Risk agrees to comply with the Clean Air Act and the Federal Water Pollution Control Act during the accomplishment of this project and specifically agree to the following:

12.28.1.2.1 That any facility to be utilized in the accomplishment of this project is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.2;

12.28.1.2.2 That in the event a facility utilized in the accomplishment of this project becomes listed on the EPA List, the Government may, inter alia, cancel, terminate for default, or suspend for such failure, in whole or in part, the agreement;

12.28.1.2.3 That it will comply with all other requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, as amended, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively and all regulations and guidelines issued there under;

12.28.1.2.4 That it will promptly notify the Government of the receipts of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this project is under consideration for listing on the EPA List of Violating Facilities;

12.28.1.2.5 That it will insert in any of its contracts and require insertion in subcontracts entered into for the purpose of accomplishing this project, unless otherwise exempted pursuant to the EPA regulations implementing the Clean Air Act and the Federal Water Pollution Control Act (40 CFR, Part 15.5e) provisions which shall include the criteria and requirements set forth in this paragraph, including this Subparagraph (5).

12.28.1.3 All pertinent rules and regulations issued under and pursuant to the National Environmental Policy Act of 1969 as amended (P.L. 90-190) (42 USC 4321); the National Historic Preservation Act of 1966 (80 Stat. 16 USC 470); the Wild and Scenic Rivers Act

P.O. 90-542 as amended, and Executive Order No. 11593 of May 31, 1971.

12.29 Project Closeout

Prior to the final payment to the CM@Risk, the CM@Risk shall furnish to the City Project Representative for review the following written guarantees, warranties, manuals and equipment lists identified in the Contract Documents.

12.30 Cleaning

12.30.1 PART 1 - GENERAL

12.30.1.1 Work Specified Herein

12.30.1.2 This Section outlines requirements for cleaning of the Project Work. This Section is complementary to the General Conditions and Supplementary General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Supplementary General Conditions.

12.30.1.3 Requirements of Regulatory Agencies

12.30.1.4 Safety and Insurance Standards: Maintain Project in accordance with the following safety and insurance standards:

State Industrial Commission (of Arizona), OSHA

12.30.1.5 Fire Protection

Store volatile waste in covered metal containers, and remove from premises daily. Pollution Control: Conduct clean-up and disposal operations to comply with local ordinances and anti-pollution laws. Burning or burying of rubbish and waste material on the project site is not permitted. Disposal of volatile fluid waste (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

12.30.2 PART 2 - PRODUCTS

12.30.2.1 Cleaning Material

12.30.2.2 Use only cleaning materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

12.30.3 PART 3 - EXECUTION

12.30.3.1 During Construction

- a. During the construction period, the material to be used in the Work shall be kept in an orderly manner, neatly stacked or piled.
- b. Clean up daily all refuse, rubbish scrap materials, and debris caused by operations, to the end that at all times the site of the Work shall present a neat, orderly and Workmanlike appearance. Sprinkle dusty debris with water.
- c. Provide for the disposal of all waste products, trash, debris, etc., and make necessary arrangement for legal disposal of same off the site. Lower waste

materials in a controlled manner with as few handlings as possible.

- d. Remove all surplus material or any debris of every nature resulting from operations and put the site in a neat, orderly condition.
- e. Schedule cleaning operation so that dust and other contaminants resulting from cleaning process will not impact new Work.
- f. CM@Risk shall provide trash gondolas or containers for use by all trades.

12.30.3.2 Final Cleaning

- a. Use experienced workmen, or professional cleaners for final cleaning.
- b. Remove temporary Work.
- c. Clean all surfaces impacted by Construction.
- d. Protect new Work until final inspection and acceptance.
- e. All existing improvements within the right-of-way or private property which are disturbed, damaged, or destroyed by the Work under the Contract shall be restored to their original condition, or to the satisfaction of the City Representative.

12.31 Approved Applicators

Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, it shall be the CM@Risk's responsibility to ensure that any Subcontractors used for such Work be approved applicators.

12.32 Watertight-Weathertight

Anything in the Contract Documents notwithstanding, the CM@Risk accepts the responsibility of constructing a watertight, weather tight project, except for design errors.

12.33 Progress Meeting

At a time designated by the City, a Weekly Progress Meeting will be held at the job site. The CM@Risk, together with representatives of his major Subcontractors, shall attend, as will the City. The CM@Risk shall be responsible for notifying the Subcontractors of their required attendance. The purpose of these meetings is to discuss the job progress, and to resolve any problems that may have developed since the last meeting. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

12.34 Asbestos-Free Facility

12.34.1 The installation or use of any materials containing a detectable quantity of asbestos for this project is strictly prohibited. A detectable quantity of asbestos is defined as any detectable amount of asbestos using the method specified in Appendix E, subpart E of 40 CFR Part 763 Section 1, Polarized Light Microscopy.

12.34.2 The asbestos material prohibition shall supersede any material that might inadvertently be specified in the Project plans. The City or his representative shall be

notified in writing 7 days prior to ordering any material that may contain detectable asbestos if the Approved Plans specify the use of such a material. The City or its representative shall have the discretion to prohibit the use of any material containing detectable asbestos and shall approve or disapprove associated changes in costs. Should the CM@Risk install material containing detectable asbestos without notifying the City or his representative, the CM@Risk shall remove and replace such material with material not containing asbestos at no cost to the City.

12.35 After Hours Inspections

The CM@Risk is advised that inspections outside standard City inspection hours may be required. The CM@Risk shall coordinate his Work with the City Inspector. There shall be no additional payment for this coordination.

12.36 Arizona Pollutant Discharge Elimination System (AZPDES)

12.36.1 This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) storm water requirements under the Arizona Department of Environmental Quality's (ADEQ) General Permit for Discharge from Construction Activities to Waters of the United States (Permit). Under provisions of the Permit, the CM@Risk shall be designated as the site operator who has day-to-day operational control of those activities at the project which are necessary to ensure compliance with the Storm Water Pollution Prevention Plan (SWPPP) or other Permit conditions. The CM@Risk shall be responsible for providing necessary materials and for taking appropriate measures to minimize pollutants in storm water runoff from the project.

12.36.2 The City is also identified as an operator for this project since the City has operational control over Project plans and specifications (including the ability to make modifications). However, it shall be the responsibility of the CM@Risk to select, implement and maintain Best Management Practices (BMP) (including sediment and erosion control measures) to prevent potential pollutants from entering storm water. The Project plans will specify the long term post construction storm water management measures, as required, that are to be used (i.e., retention basins, landscaping, etc.).

12.36.3 The CM@Risk shall be responsible for preparing the SWPPP for the Project. This Plan shall incorporate the post-construction storm water management measures prescribed by the City and meet all of the requirements described in the Permit (available by calling ADEQ at 602-771-4449 and through the internet at: www.adeq.state.az.us/environ/water/permits/stormwater.html).

12.36.4 The Flood Control District of Maricopa County has prepared a manual entitled "Drainage Design Manual for Maricopa County Arizona, Volume III, Erosion Control" to assist in the preparation of the SWPPP. It is available at the Flood Control District Office at 2801 West Durango Street, Phoenix, Arizona. The EPA has published a similar guide entitled *Storm Water Management for Construction Activities (EPA 832-R-92-005)*. It is available from the National Center for Environmental Publications Information at 1-800-490-9198.

12.36.5 The SWPPP shall be submitted to the City for approval at least 14 calendar days prior to issuance of the notice to proceed. The SWPPP will be reviewed by the City only to ensure that it includes the information required by the Permit. Development and compliance with other components of the SWPPP are solely the CM@Risk's responsibility. The City's approval of the SWPPP applies only to its contents and is neither comprehensive nor does it make the City responsible for the CM@Risk's noncompliance. The CM@Risk shall complete, certify and submit the Notice of Intent to the ADEQ with a copy to the City. In addition, the CM@Risk shall submit a written certification to Engineering Construction

that the Notice of Intent has been sent to the ADEQ. This certification shall be received no later than three (3) working days prior to the Notice to Proceed. The ADEQ address is:

Surface Water Permits Unit (M05415B-3)
ADEQ - Water Permits Section
1110 W. Washington Street
Phoenix, AZ 85007

12.36.5.1 "AZPDES Permit Compliance" shall include all material, labor, and other incidental costs related to: (1) Preparing, updating, and changing the SWPPP; (2) installation and maintenance of all structural and non-structural BMPs either identified in the SWPPP or specified by the City in the Bid Document; (3) all clean-up and disposal costs associated with clean-up and repair following storm events and other runoff or releases on the Project; (4) implementation and maintenance of other activities identified in the SWPPP (i.e., inspections, record keeping); (5) preparation of the Notice of Intent and Notice of Termination. No additional payments will be made for these items.

12.36.5.2 It is the CM@Risk's responsibility to perform inspections of all storm water pollution control devices on the project in accordance with Permit requirements. The CM@Risk is also responsible for maintaining those devices in proper working order, including cleaning and/or repair. No separate payment will be made for such inspections, cleaning or repair. The Maricopa County Flood Control District provides access to real time rainfall information via telephone at (602) 506-8701 and the internet at <http://156.42.96.70/alert/alert.htm>.

12.36.6 All SWPPP reports required under this contract shall be made available to the public in accordance with the requirements of Section 308 (b) of the Clean Water Act. The storm water regulations require that the records be maintained at the construction site or that notice be provided indicating where the records are kept.

12.36.7 No condition of the AZPDES Permit shall release the CM@Risk from any responsibilities or requirements under other environmental statutes or regulations.

12.36.8 Within 30 calendar days after completion of all Work (including final stabilization when applicable), the CM@Risk shall submit a completed and signed NOT Form to the ADEQ with a copy to the City, thereby terminating all AZPDES Permit coverage for the project.

12.37 Temporary Utilities For Construction

12.37.1 "Temporary utility service" shall be defined as any utility service or usage by the CM@Risk prior to final acceptance of the Project by the City. For convenience, temporary utility services are classified as either "Type 1" or "Type 2". A "Type 1" service is a utility service established by the CM@Risk for his use during construction, which will not become part of the permanent utility service lines for the facility. A "Type 2" service is a utility service line and/or meter, which will become part of the utility service lines for the facility. Any use of a Type 2 service or meter by the CM@Risk prior to final acceptance of the facility by the City is included in the definition of "temporary utility service". The CM@Risk shall be required to install and maintain both Type 1 and Type 2 temporary utility services as necessary for execution of the Work under this contract.

12.37.2 In the case of Type 1 services, it shall be the CM@Risk's sole responsibility to make all arrangements as necessary for electric, telephone, gas, cable, water, and other utility services, as necessary for execution of the Project Work. The CM@Risk's responsibility shall include the setting of temporary power and telephone poles, the

temporary extension of utility lines, and installation of meters. The CM@Risk shall pay all deposits, installation fees, service charges, usage charges, monthly flat rates, and all other expenses associated with such service for the duration thereof.

12.37.3 For Type 2 services, the CM@Risk shall install the service lines and meters for the facility as required by the Project plans and specifications. For Type 2 services, the CM@Risk will be required to open an account with the utility company (or companies, if applicable) in the CM@Risk's name and maintain the account in the CM@Risk's name until final acceptance of the facility by the City. The CM@Risk shall pay all deposits, installation fees, service charges, usage charges, monthly flat rates, and all other expenses associated with the service through final acceptance of the facility by the City, including utility usage for final testing and startup. Upon final acceptance of the facility by the City, the utility service accounts and meters for the facility will be transferred to the City. The CM@Risk shall pay to the utility companies all amounts incurred prior to the transfer, including any transfer charges.

12.37.4 The CM@Risk shall estimate the charges associated with establishing and maintaining Type 1 and Type 2 temporary utility services at the site throughout the duration of the project, including the monthly flat charges and estimated usage charges. The CM@Risk shall include the costs associated with temporary utility services in appropriate item(s) within the GMP.

12.38 Maricopa County Air Quality Department Permit

The CM@Risk is advised that a Dust Control Permit and Dust Control Plan may be required by the Maricopa County Air Quality Department. It shall be the CM@Risk's responsibility to obtain this permit, if necessary, and comply with its requirements. Prior to construction, the CM@Risk shall provide a copy of the Dust Control Permit and Plan to the City for Review.

12.39 Electric Power, Water, and Telephone

Unless otherwise specified, the CM@Risk shall make his own arrangements for electric power, water, and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water, and telephone services.

12.40 Energized Aerial Electrical Power Lines

The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock.

CMs@Risk, their employees, and all other construction personnel working on this Project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see OSHA Standard 1926.550 (a) 15).

As an additional safety precaution, CM@Risk should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the Work reached their immediate vicinity. The cost of such temporary arrangements shall be borne by the CM@Risk. The utility company can often responds to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of

electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavation in public rights-of-way to contact all utility firms for locations of their underground facilities. CM@Risk, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Standard 1926-651 (A)).

12.41 Relocation and/or Adjustment of Existing Facilities, Services and Access

If relocation or adjustment of existing facilities is noted on the plans, this is intended to include the relocation or adjustment of items appurtenant to the noted piece of Work, just as if they were specifically called out. If these appurtenant items are lost or broken during construction, they shall be replaced by the CM@Risk with items of equal or better quality, at no additional cost to the City.

12.42 Contractors License Law

Contractor shall comply with, and require all Subcontractors to comply with, State Contractor's license laws and duly registered and licensed.

12.43 Plans and Specifications to the CM@Risk

The CM@Risk shall be provided with seven (7) sets of plans and specifications at no cost from the Contracting Agency, unless otherwise specified.

12.44 Subcontractor's Bonds

The CM@Risk shall work only with Subcontractors who are properly licensed and bonded with the State of Arizona, Registrar of Contractors.

12.45 Signature Page

Refer to Exhibit "A", signature page for signing Contract agreement.

[End of document. Next page is signature page.]

**EXHIBIT A
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the date first written above.

CITY OF EL MIRAGE

CONTRACTOR ("CM@Risk")

Dr. Spencer A. Isom, City Manager

Name: _____

Title: _____

ATTEST:

ATTEST:

Sharon Antes, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Robert Hall, City Attorney

EXHIBIT B

CITY OF EL MIRAGE, ARIZONA
ENGINEERING DEPARTMENT

CM@Risk's AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

Part 100, Section 109, General Conditions

El Mirage, Arizona

Date _____

Project No. _____

To the City of El Mirage, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right-of-lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of El Mirage against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever which said City may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20__.

CM@Risk

By

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20____,

Notary Public

My Commission expires:

EXHIBIT C

APPROVED GMP PROPOSAL

El Mirage Municipal Courts Parking Improvements - Guaranteed Maximum Price:

<u>Item</u>	<u>Cost</u>	<u>Notes</u>
General Conditions	\$ 48,475	General Conditions are based on a 65 day project duration
Materials Testing Allowance	\$ 3,406	This is an Allowance for Materials Testing. Any unused money will be returned to the City of El Mirage. We used the Speedie & Associates proposal and added 25% safety factor.
Permits	\$ -	There will be no costs for the City permits as per Mary Dickinson.
Surveying	\$ 1,920	Includes: Establish horizontal and vertical control for construction staking. Saw cut limits staking. Rough site grade staking. CMU screen wall wall staking, final curb grade staking, detached sidewalk stakeing, gate track staking, valley gutter staking, steel fence staking, final parking lot sub-grade staking, final parking lot ABC staking (blue tops), water line staking electrical conduit staking and all as-builts.
SWPPP	\$ 663	The entire project (disturbed area) is under 1 acre and does not require a SWPPP plan. This scope does include 250' of 9" compost filter sock.
Sitework & Asphalt Paving	\$ 54,495	This includes removal of the gravel paving and surface asphalt in the existing parking lot. Includes all saw-cutting. Removal of all concrete, concrete curb and gutter, sidewalk, bollards and 2 small trees. Costs for demolition are in the Sitework and Asphalt Paving section. This includes site grading and fine grading for the new asphalt paving, concrete curb ad gutter and sidewalk. Paving to be 3" AC on 8" ABC per notes 2 & 4 on Sheet 7 of the bid drawings.
Pavement Markings	\$ 6,732	Includes thermo striping, ADA posts and signs, concrete wheel stops
Bollards	\$ 1,600	Includes 8 Bollards - Supplied and installed and filled with concrete with a rounded concrete top.
Site Utilities	\$ 5,539	Relocate Backflow Preventer, Relocate Water Meter, Relocate Irrigation Box
Ornamental Fence & Gates	\$ 51,890	The Base Bid fencing includes 8' high welded wire mesh fencing. (1) 3' x 8' man gate with Von Duprin exit device. (1) 30' opening pinch roller slide gate, (1) 26" opening pinch roller slide gate, (112lf) concrete track for rolling gates. (2) Hy-Security Slide Smart Gate Operators. (1) Stand Alone Gooseneck pedestal for card reader (provided by others). (4) Vehicle Loops (3 hold open, 1 hold open / free exit). (1) Tomar pre-emptive device for FD. (2) Knox key switches for FD. <u>NOTE: All steel material to be raw, natural steel to allow for natural "Weathering". Includes concrete pedestal bases and concrete footing for gate track.</u>
Landscaping & Irrigation - Allowance	\$ 5,000	This is for miscellaneous landscape restoration only. Includes 22cy of new DG per note 25 on Sheet 7. No new irrigation or other landscaping work included.
Concrete	\$ 19,919	This includes (905sf) of 4" MAG sidewalk, (4) handicap ramps, (42sf) of truncated domes, (81lf) of masonry site wall footing, Install (8) pipe bollards, (378lf) of curb and (292sf) of valley gutter.
Masonry	\$ 9,289	This includes an 8' high standard 8"x8"x16" grey CMU block wall with a 2" solid block cap. Includes bond beams and rebar. Includes all notes and details on Sheet 4 of 7.
Painting	\$ 975	This includes prep and paint CMU block walls per Note #2 on Sheet 4 of 7 (Aesthetic Notes)

Signage	\$ 1,136	This includes: Project Signage to be installed on the Masonry wall.
Added Electrical scope requested	\$ 2,004	This includes 1" Conduit for the new Security Cameras and (3) Wall Pack light fixtures on the Masonry Wall. Layout for the new light fixtures will be coordinated in the field with the owner.
Power and Conduits to the Gate Operators and Card Readers	\$ 11,818	This includes all trenching, backfill and compaction. Includes an empty 2" conduit for the communications wiring from the building to the Access Control Card Readers. This also includes a 2" conduit and wire from the Electrical panel inside the building to the Gate Operators for power. Includes supply and install (6) concrete J-boxes. Includes penetrations into the existing building, installation of EMT conduits routed to the designated electrical panel. Installation of (3) #6 copper conductors and (1) #8 ground from the designated electrical panel to the gate controllers. Installation of (1) 20/2 breaker into the designated electrical panel. Includes energize and verify voltage and test system.
Total Direct Costs	\$ 224,861	
CMAR Fee	\$ 11,243	5% of Direct Costs
Bonds & Insurance	\$ 7,870	Performance & Payment Bonds, General Liability & Auto Insurance
Sales Tax	\$ 15,698	City of El Mirage and State of Arizona Sales
Subtotal	\$ 259,672	
Construction Contingency	\$ 25,967	10%
Total GMP	\$ 285,639	

EXHIBIT D

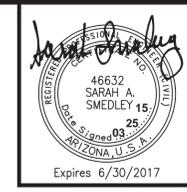
GMP CLARIFICATIONS, INCLUSIONS & EXCLUSIONS

Clarifications & Exclusions

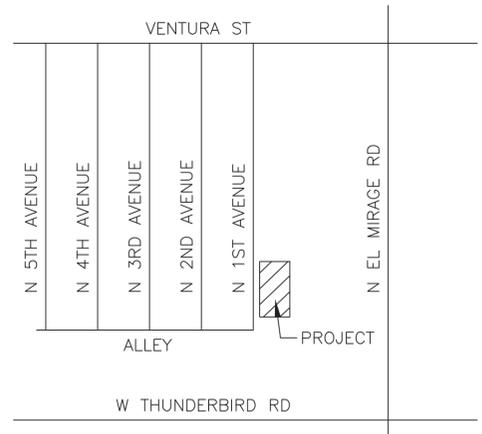
1	This cost estimate excludes the costs for any Building Permits. Per Mary Dickson there will not be any costs for City permits for this project.
2	This cost estimate excludes the costs for any Development Fees.
3	This cost estimate includes a Materials Testing Allowance. Any unused portion of this allowance will be returned to the City of El Mirage.
4	This cost estimate excludes any Site Utilities (Storm Drain, Sewer, Water) work.
5	This cost estimate excludes any Drywells.
6	This cost estimate excludes any Pavers.
7	This cost estimate excludes any Waterproofing for any retaining or site walls.
8	This cost estimate excludes any Solar work.
9	This cost estimate excludes Parking Canopies.
10	This cost estimate excludes any New Light Poles or modifications to the existing Light Poles.
11	This cost estimate excludes any import of soils.
12	This cost estimate does not include a Storm Water Protection Plan. The proposed methods for protection to the Storm Water system are attached.
13	This cost estimate includes Thermoplastic Material for Pavement Markings.
14	This cost estimate excludes Fire Lane striping or signs.
15	This cost estimate excludes any Offsite work.
16	This cost estimate excludes Cor Ten steel.
17	This cost estimate excludes any Colored or Stained concrete.
18	This cost estimate excludes any concrete vapor barriers.
19	This cost estimate includes conduit only for new security cameras.
20	This cost estimate excludes bringing existing Electrical up to current codes and standards.
21	This cost estimate includes all work to be performed per the Geotechnical Report from Speedie & Associates dated November 4, 2014.

EXHIBIT E
CONSTRUCTION DOCUMENTS

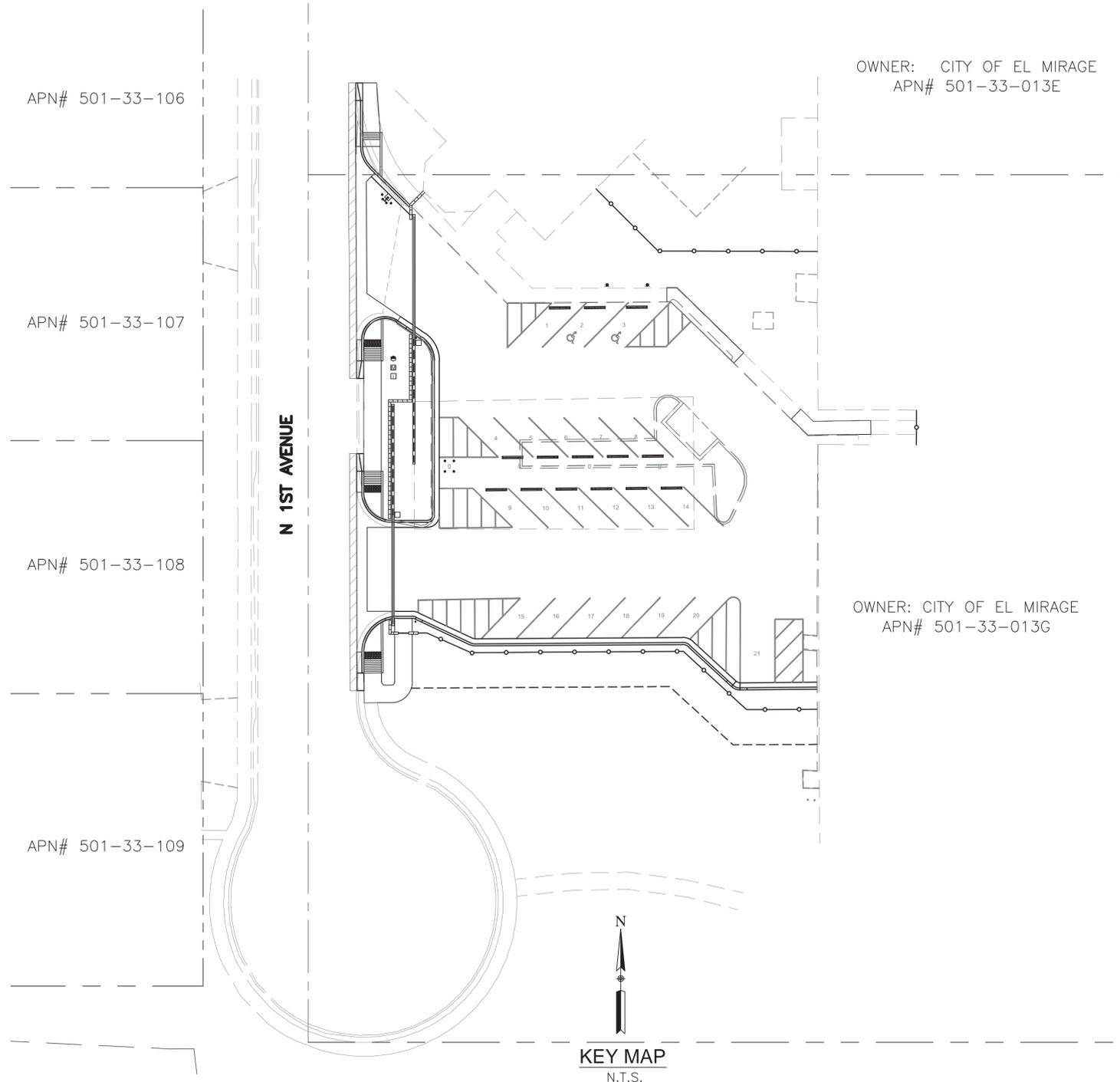
PARKING & SECURITY IMPROVEMENTS FOR EL MIRAGE COURTHOUSE & LIBRARY EL MIRAGE, ARIZONA PROJECT NO. EM14-F01



STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
ARIZ	EM14-F01	1	7	
DATE: 03/15		AZTEC		
DRAWN: RJR	DESIGN: RJR	CHECKED: SAS		



VICINITY MAP



KEY MAP
N.T.S.



APPROVED

CITY OF EL MIRAGE ENGINEER _____ DATE _____

AS-BUILT CERTIFICATION

I CERTIFY THAT THE "RECORD DRAWING" MEASUREMENTS AS SHOWN WERE MADE UNDER MY SUPERVISION OR NOTED AND ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR/ENGINEER _____ DATE _____

REGISTRATION NO. _____

SHEET INDEX

COVER SHEET	1
GENERAL NOTES	2-3
STRUCTURAL NOTES & DETAILS	4
FENCE & GATE DETAILS	5
MISCELLANEOUS DETAILS	6
CIVIL PLAN	7

BENCHMARK

- BRASS CAP IN HANDHOLE AT THE INTERSECTION OF EL MIRAGE AND THUNDERBIRD, NAVD88 ELEV = 1137.16
- BRASS CAP IN HANDHOLE AT THE INTERSECTION OF EL MIRAGE AND VENTURA ST., NAVD88 ELEV = 1139.85
- BRASS CAP IN HANDHOLE AT THE INTERSECTION OF EL MIRAGE AND END ST., NAVD88 ELEV = 1140.93

COVER SHEET

THE CITY OF EL MIRAGE
EL MIRAGE, ARIZONA
EL MIRAGE COURTHOUSE & LIBRARY
PARKING & SECURITY IMPROVEMENTS

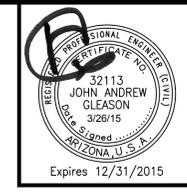


DR: RJR	DES: RJR	CK: SAS	SHEET NO. 1	TOTAL SHEETS 7	AS BUILT
DATE: 03/15			DATE: 03/15	DATE: 03/15	
SCALE: NONE					

REVISION BY THE CITY OF EL MIRAGE	NO.	DESCRIPTION	REV BY	CHK BY	DATE

REVISION BY THE CITY OF EL MIRAGE	NO.	DESCRIPTION	REV BY	CHK BY	DATE

REVISION BY THE CITY OF EL MIRAGE	NO.	DESCRIPTION	REV BY	CHK BY	DATE



STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
ARIZ	EM14-F01	4	7	
DATE: 03/15		AZTEC		
DRAWN: RJR	DESIGN: RJR	CHECKED: SAS		

STRUCTURAL NOTES:

- DESIGN SPECIFICATIONS:
 - INTERNATIONAL BUILDING CODE, 2012
 - ASCE 7-10
 - ACI 530, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES, 2008.
- CONSTRUCTION SPECIFICATIONS:
 - MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION & COEM SUPPLEMENT, REVISIONS THROUGH 2015
- MIN REQUIRED BEARING PRESSURE IS 2000 PSF
- ALL REINFORCING SHALL CONFORM TO ASTM A615 GRADE 60. REINFORCING SHALL HAVE 2" OF CONCRETE COVER UNLESS NOTED OTHERWISE.
- ALL CONCRETE SHALL BE CLASS "A" (f'c=3000psi) UNLESS NOTED OTHERWISE.
- ALL BENDS AND HOOKS SHALL MEET THE REQUIREMENTS OF ACI 318. ALL BEND DIMENSIONS FOR REINFORCING STEEL SHALL BE OUT-TO-OUT OF BARS. ALL PLACEMENT DIMENSIONS FOR REINFORCING STEEL SHALL BE TO CENTER OF BARS UNLESS NOTED OTHERWISE.

WALL NOTES:

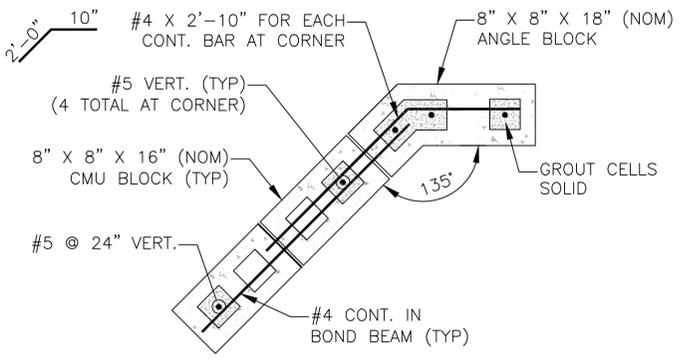
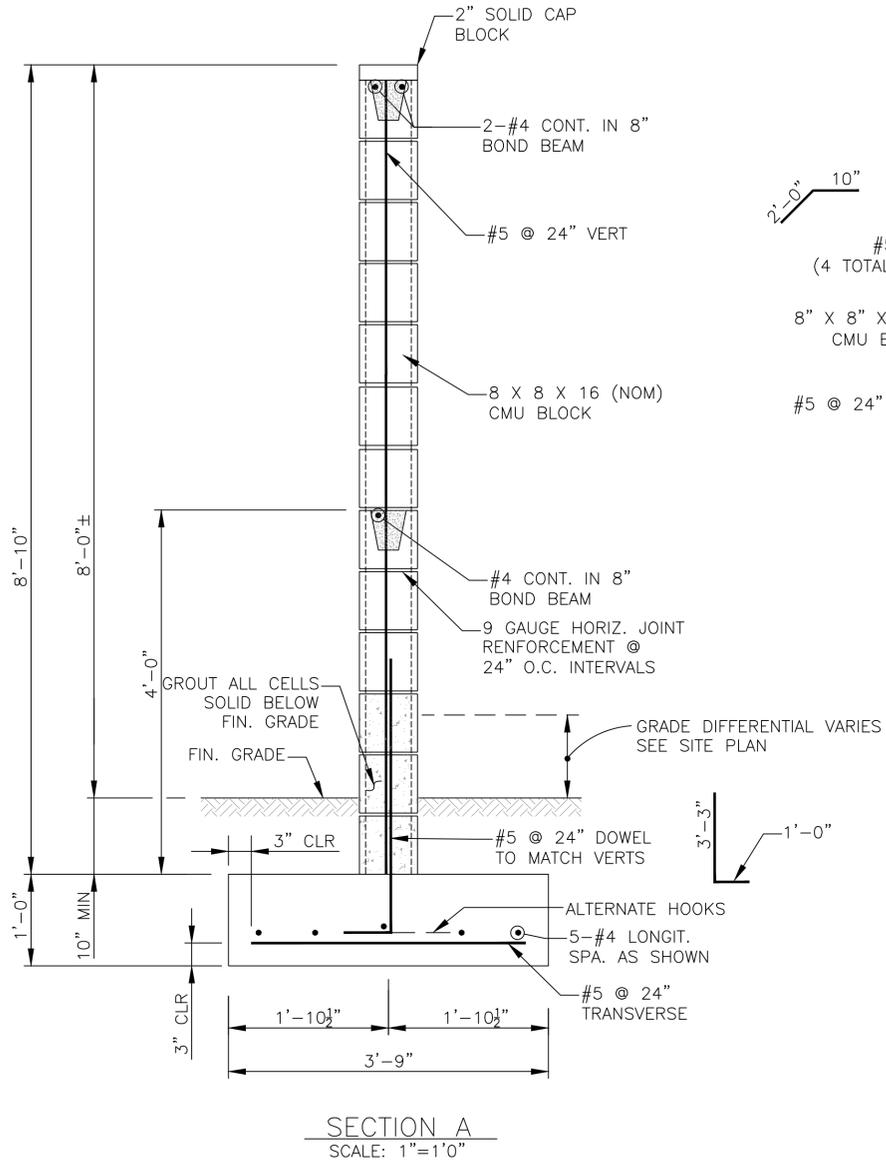
- BASE WIND VELOCITY FOR WALLS IS 105 MPH. DESIGN WIND PRESSURE IS 20 PSF.
- CONCRETE MASONRY UNITS SHALL BE NORMAL WEIGHT IN ACCORDANCE WITH ASTM C90 AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF f'm=1500 psi.
- MORTAR SHALL BE TYPE S MASONRY CEMENT MIXED IN ACCORDANCE WITH ASTM C270 TABLE 1 AND HAVE A CUBE STRENGTH OF 1800 PSI
- GROUT SHALL BE IN ACCORDANCE WITH ASTM C476. GROUT SHALL HAVE A CUBE STRENGTH OF 2000 PSI.
- WALL JOINT REINFORCING SHALL BE 9 GAUGE LADDER OR TRUSS TYPE, STANDARD WEIGHT, FY=33000 PSI AND WIRE IN ACCORDANCE WITH ASTM A82
- VERTICAL CELLS CONTAINING REINFORCING SHALL BE GROUTED FULL HEIGHT.
- SPECIAL INSPECTION IS REQUIRED FOR ALL MASONRY WALL CONSTRUCTION.
 - PRE-CONSTRUCTION:
 - VERIFY CORRECT BLOCK TYPE TO BE USED.
 - VERIFY CORRECT MORTAR AND GROUT TO BE USED.
 - VERIFY THE LOCATION, SPACING, SIZE AND LAP LENGTH OF VERTICAL REINFORCING DOWEL BARS AND WALL REINFORCEMENT THAT IS WITHIN PLUS OR MINUS 1/2" OF THE PLAN DIMENSION AS MEASURED NORMAL TO THE WALL AND PLUS OR MINUS 2" IN THE LONGITUDINAL DIRECTION.
 - VERIFY THAT MASONRY UNITS ARE CLEAN AND FREE FROM DIRT WHEN PLACED IN THE WALL. MASONRY UNITS SHALL BE DRY BEFORE PLACEMENT.
 - CONSTRUCTION:
 - OBSERVE, PERIODICALLY, THE PLACEMENT OF THE MASONRY UNITS AND THE MAKING OF THE MORTAR. VERIFY THAT THE INITIAL BED JOINT THICKNESS IS NOT LESS THAN 1/4" OR MORE THAN 1"; SUBSEQUENT BED JOINTS SHALL NOT BE LESS THAN 1/4" OR MORE THAN 5/8" IN THICKNESS.
 - OBSERVE ALL GROUT PLACEMENTS.
 - VERIFY HORIZONTAL JOINT REINFORCING SIZE, LOCATION, AND SPACING.
 - VERIFY THAT ALL CONCRETE MASONRY UNITS ARE PLACED IN UNIFORM AND TRUE COURSE, LEVEL AND PLUMB WITH A TOLERANCE OF 1/4" IN 8 FEET, NON-CUMULATIVE.
 - VERIFY THAT CONCRETE MASONRY UNITS ARE PLACED TO THE DESIRED HEIGHT WITH JOINTS OF UNIFORM THICKNESS. LEVEL, PLUMB AND STRAIGHTEN BEFORE THE MORTAR STIFFENS. BOND SHALL BE PLUMB THROUGHOUT.
 - VERIFY THAT ALL CONCRETE MASONRY UNITS ARE CURED BY SPRINKLING TWICE A DAY FOR MINIMUM OF 2 DAYS.

AESTHETIC NOTES:

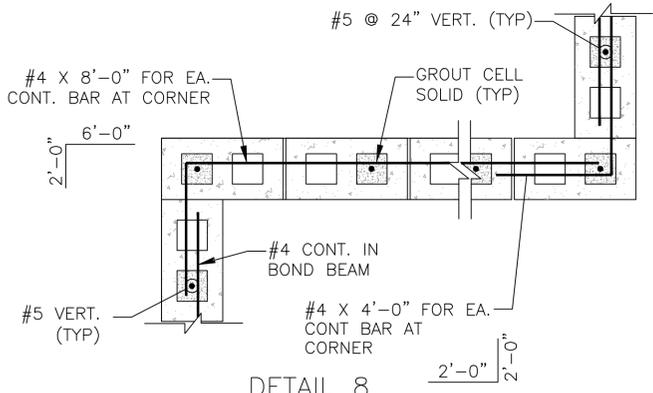
- STEEL ROLLING GATE, FENCE AND WELDED WIRE MESH ARE TO BE WEATHERING STEEL.
- CONCRETE MASONRY BLOCK TO BE PAINTED.
- PAINT COLOR TO BE DETERMINED BY CITY.
- CONTRACTOR TO PROVIDE SHOP DRAWINGS AND SUBMITTALS FOR FABRICATION AND PAINT.

FENCE & GATE NOTES:

- HOLLOW STRUCTURAL STEEL TUBING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A847 FY=50 KSI.
- STRUCTURAL STEEL PLATE AND SHAPES SHALL CONFORM TO ASTM A588 W, GRADE 50.
- ANCHOR AND EXPANSION BOLTS TO CONFORM TO THE REQUIREMENTS OF ASTM A325-TYPE III UNLESS OTHERWISE NOTED.
- ALL WELDING TO BE IN ACCORDANCE WITH AWS D1.1 AND USING E70XX ELECTRODES.
- CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
- METAL FENCE COMPONENTS TO BE WEATHERING STEEL.



DETAIL 7
NO SCALE



DETAIL 8
NO SCALE



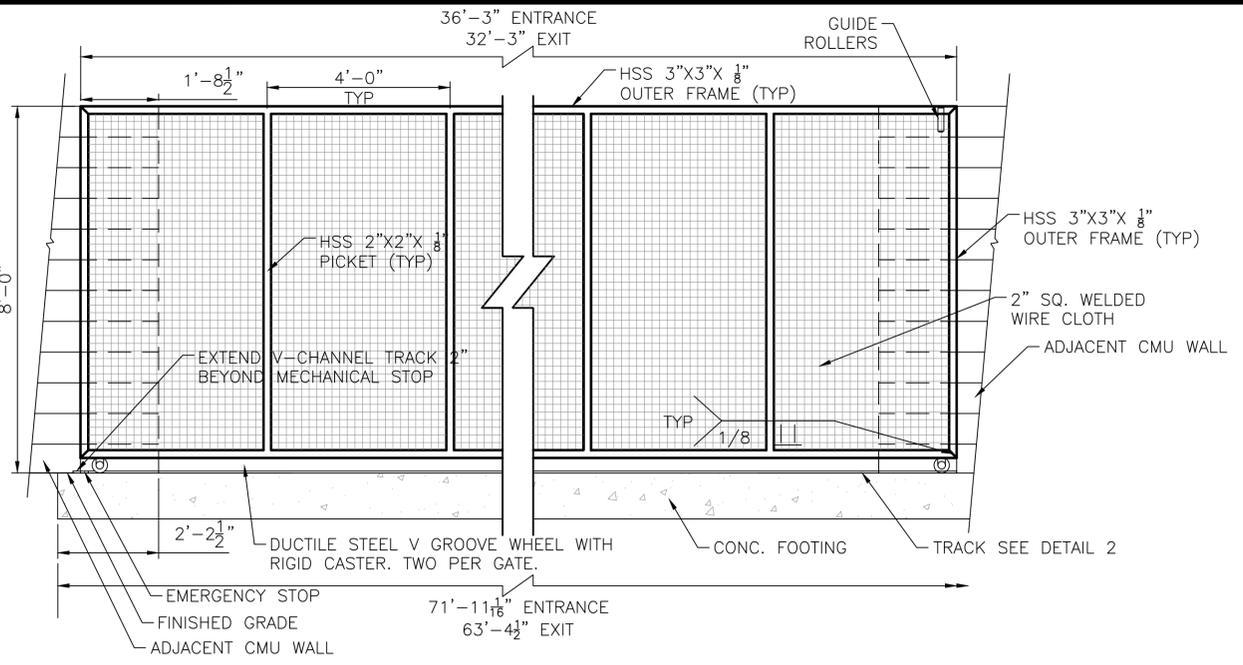
STRUCTURAL NOTES & DETAILS				
THE CITY OF EL MIRAGE EL MIRAGE, ARIZONA				
EL MIRAGE COURTHOUSE & LIBRARY PARKING & SECURITY IMPROVEMENTS				
DR: RJR	DES: RJR	CK: SAS	SHEET NO. 4	TOTAL SHEETS 7
DATE: 03/15			AS BUILT	
SCALE: AS SHOWN				

REVISION BY THE CITY OF EL MIRAGE	NO.	DESCRIPTION	REV BY	CHK BY	DATE

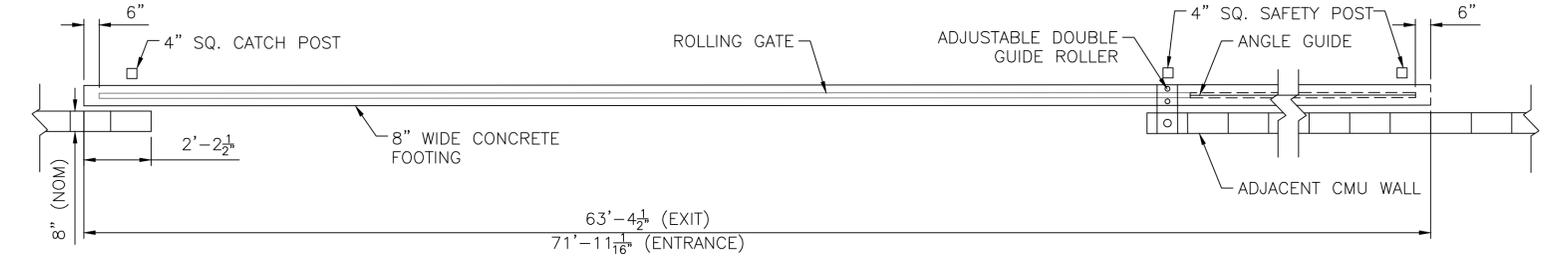
REVISION BY THE CITY OF EL MIRAGE	NO.	DESCRIPTION	REV BY	CHK BY	DATE

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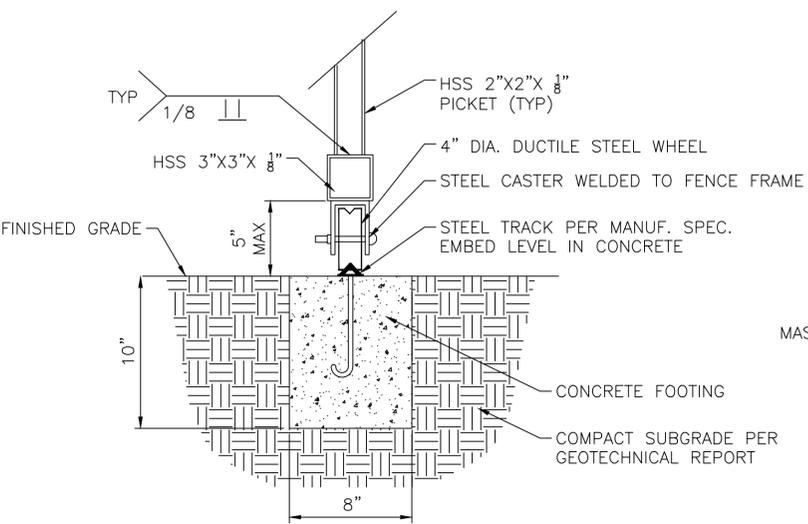
REVISION BY THE CITY OF EL MIRAGE	NO.	DESCRIPTION	REV BY	CHK BY	DATE



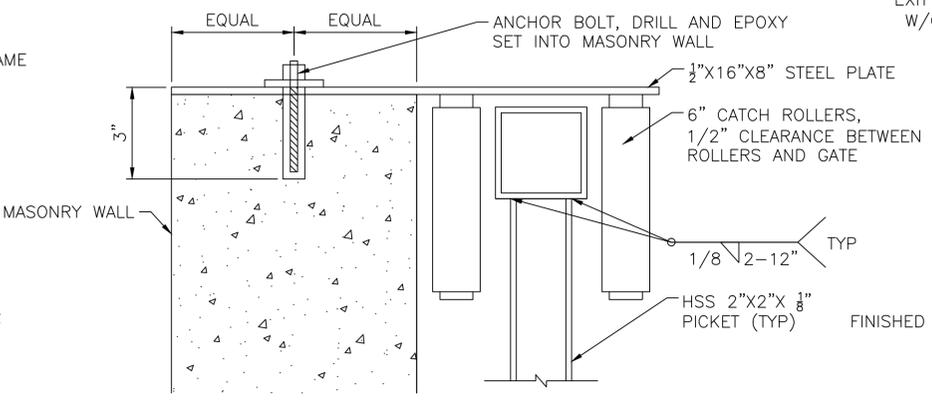
1A VEHICULAR ROLLING GATE ELEVATION
SCALE: 1" = 1'-0"



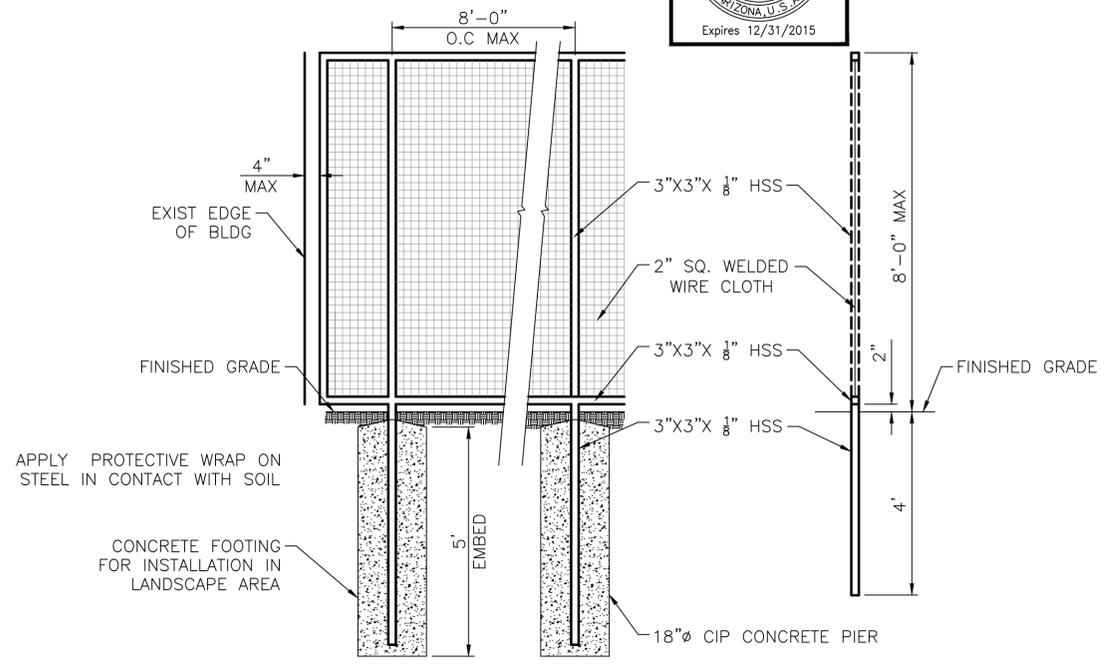
1B VEHICULAR ROLLING GATE PLAN
SCALE: NO SCALE



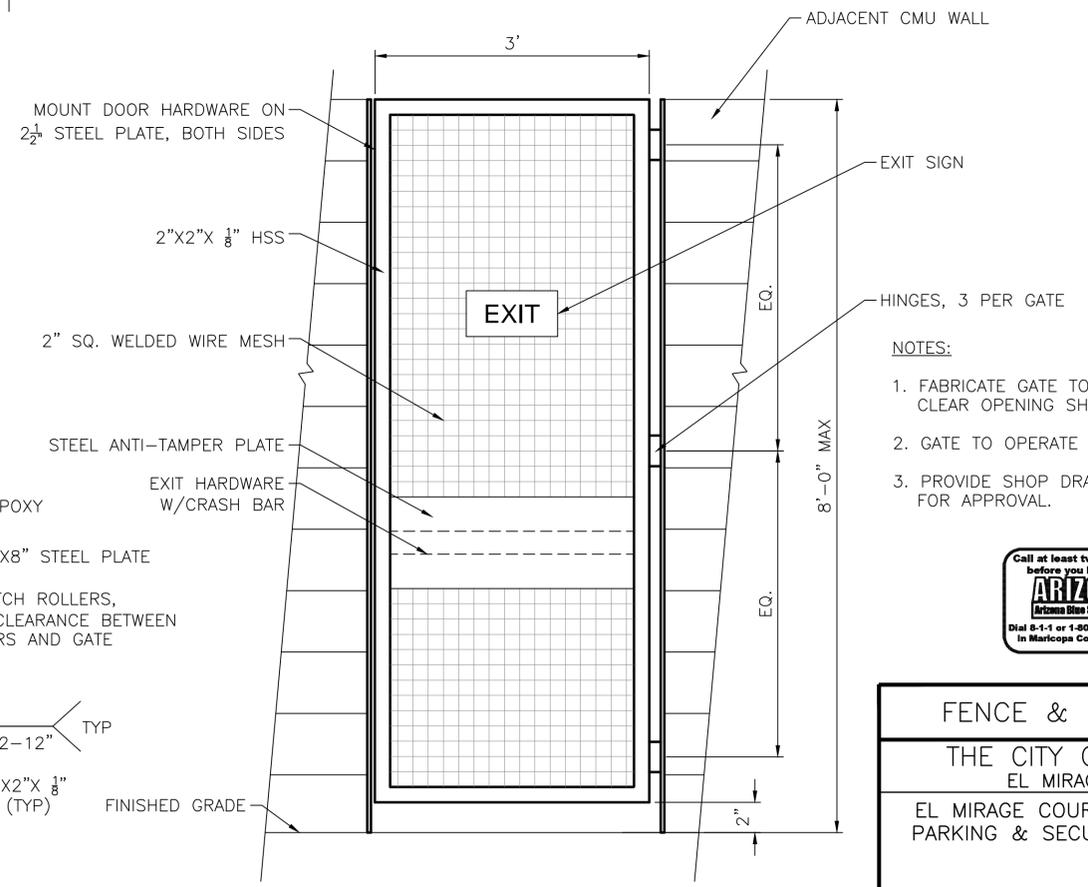
2 VEHICULAR GATE TRACK
NO SCALE



3 ROLLING GATE GUIDES
NO SCALE



4 WELDED WIRE MESH FENCE
NO SCALE



5 WELDED WIRE MESH GATE
SCALE: 1/2" = 1'-0"



STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
ARIZ	EM14-F01	5	7	

DATE: 03/15
DRAWN: RJR DESIGN: RJR CHECKED: SAS

DR:	RJR	DES:	RJR	CHK:	SAS	SHEET NO.	TOTAL SHEETS	AS BUILT
DATE:	03/15	DATE:	03/15	DATE:	03/15	5	7	

NOTES:

- FABRICATE GATE TO OPERATE WITHIN CLEAR OPENING SHOWN ON PLAN.
- GATE TO OPERATE WITH AN ELECTRIC MOTOR
- PROVIDE SHOP DRAWINGS TO ENGINEER FOR APPROVAL.

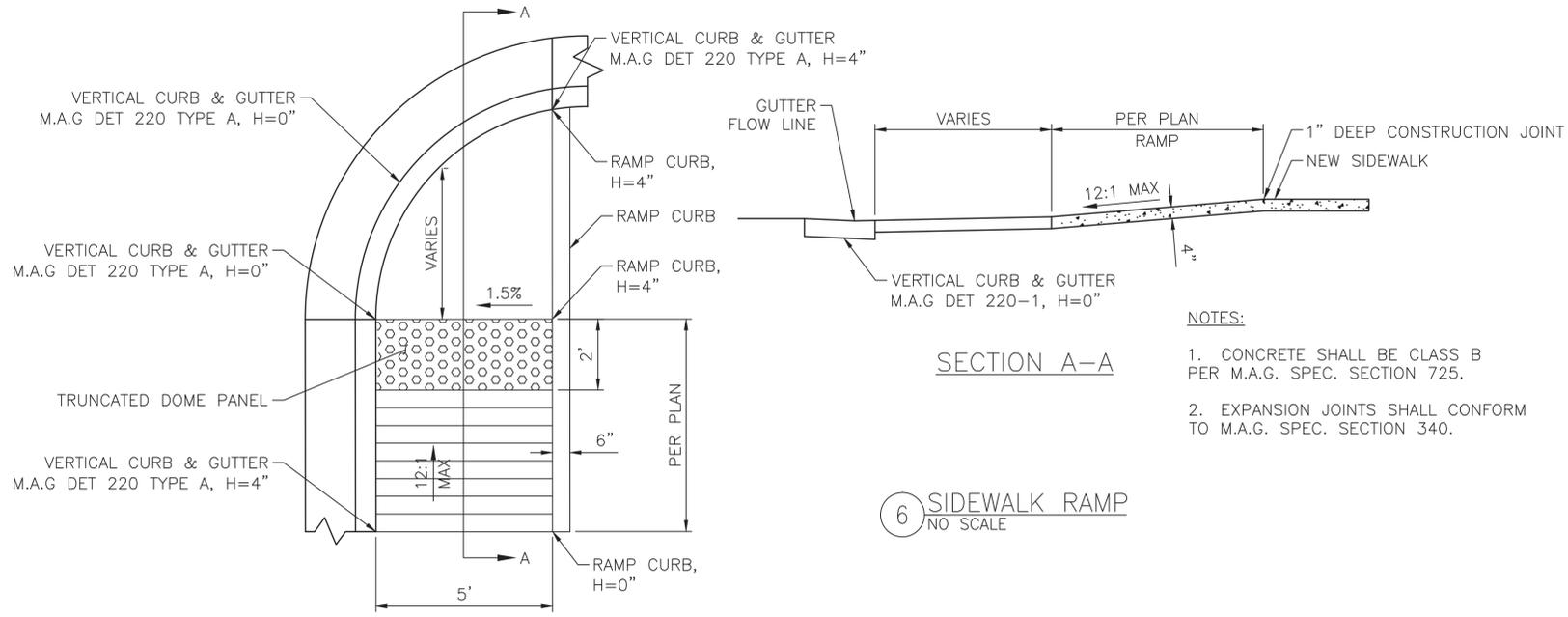
ARIZONA 811
Call at least two full working days before you begin excavation.
Dial 8-1-1 or 1-800-STAKE-IT (782-8348) in Maricopa County; (602) 263-1100

FENCE & GATE DETAILS
THE CITY OF EL MIRAGE
EL MIRAGE, ARIZONA
EL MIRAGE COURTHOUSE & LIBRARY
PARKING & SECURITY IMPROVEMENTS

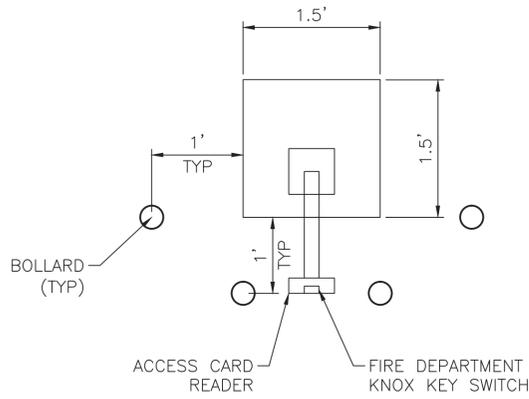
NO.	DESCRIPTION	REV BY	CHK BY	DATE

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6 SIDEWALK RAMP
NO SCALE



9 ACCESS PAD
NO SCALE

FACE OF CURB RADIUS DATA			
CURVE NO.	RADIUS	LENGTH	DELTA
C1	8.58'	6.84'	45°40'16"
C2	6.58'	14.28'	124°19'09"
C3	8.00'	7.78'	55°41'09"
C4	2.00'	3.14'	90°01'32"
C5	8.58'	13.48'	89°59'36"
C6	10.08'	15.90'	90°23'41"
C7	3.00'	1.31'	90°06'18"
C8	3.00'	1.33'	25°27'23"
C9	3.00'	2.24'	42°52'06"
C10	2.00'	1.50'	43°01'53"

- NOTES:
1. CONCRETE SHALL BE CLASS B PER M.A.G. SPEC. SECTION 725.
 2. EXPANSION JOINTS SHALL CONFORM TO M.A.G. SPEC. SECTION 340.



STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
ARIZ	EM14-F01	6	7	

03/15
DATE: 03/15
DRAWN: RJR DESIGN: RJR CHECKED: SAS

AZTEC
46632 SARAH A. SMEDLEY 15
03 25
ARIZONA, U.S.A.
Expires 6/30/2017



SIDEWALK RAMP DETAIL

THE CITY OF EL MIRAGE
EL MIRAGE, ARIZONA

EL MIRAGE COURTHOUSE & LIBRARY
PARKING & SECURITY IMPROVEMENTS

DR: RJR	DES: RJR	CHK: SAS	SHEET NO. 6	TOTAL SHEETS 7	AS BUILT
DATE: 03/15 DATE: 03/15 DATE: 03/15					
SCALE: NONE					

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST MARICOPA ASSOCIATION OF GOVERNMENTS, UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION (MAG). CITY OF EL MIRAGE GENERAL NOTES AND DETAILS, CITY OF PEORIA INFRASTRUCTURE GUIDE AND STANDARD DETAILS WILL CONTINUE TO APPLY WHERE SUCH DETAILS WERE NOT ADOPTED OR INCLUDED BY MAG. ALTERNATE DETAILS AND SPECIFICATIONS MAY BE SUBMITTED FOR REVIEW AND ACCEPTANCE BY THE ENGINEERING DEPARTMENT. IF ACCEPTED, ALTERNATE DETAILS WILL BE SHOWN AS PART OF THE APPROVED PLANS/DETAIL SHEETS.
- THIS SET OF PLANS HAS BEEN REVIEWED FOR COMPLIANCE WITH CITY REQUIREMENTS PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS. HOWEVER, SUCH REVIEW SHALL NOT PREVENT THE CITY ENGINEER FROM REQUIRING CORRECTION OF ERRORS OR OMISSIONS IN PLANS FOUND TO BE IN VIOLATION OF ANY LAW OR ORDINANCE.
- APPROVAL BY THE CITY ENGINEER MEANS FOR GENERAL LAYOUT IN RIGHT-OF-WAY ONLY. THIS APPROVAL OF CONSTRUCTION PLANS IS VALID FOR A PERIOD OF NINE (9) MONTHS. CONSTRUCTION PERMITS SHALL BE OBTAINED WITHIN THIS PERIOD OR THE PLANS SHALL BE RESUBMITTED FOR APPROVAL. WORK SHALL ALSO BE CONTINUOUSLY PURSUED IN ORDER TO MAINTAIN A VALID PLAN APPROVAL AND PERMIT. APPROVAL IS ONLY FOR WORK WITHIN THE JURISDICTION OF THE CITY OF EL MIRAGE.
- THE CITY ENGINEER DOES NOT WARRANT ANY QUANTITIES SHOWN ON THESE PLANS.
- OFF-SITE PERMITS FOR ANY WORK WITHIN THE RIGHT-OF-WAY AND EASEMENTS, AND ANY GRADING AND DRAINAGE, WHETHER ON-SITE OR OFF-SITE, ARE REQUIRED PRIOR TO COMMENCING WORK. THE BUILDING PERMIT SHALL NOT BE CONSTRUED IN ANY WAY AS PERMISSION TO COMMENCE WORK COVERED BY AN OFF-SITE PERMIT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO UNDERSTAND THE WORK COVERED BY VARIOUS PERMITS.
- THE ENGINEERING DEPARTMENT, INSPECTION SECTION, SHALL BE NOTIFIED TWENTY-FOUR (24) HOURS PRIOR TO ANY CONSTRUCTION WORK BY TELEPHONE AT (623) 876-2977. ANY WORK CONCEALED WITHOUT INSPECTION SHALL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S/DEVELOPER'S EXPENSE.
- AN APPROVED SET OF PLANS MUST BE AVAILABLE ON THE JOB SITE AT ALL TIMES. THE CONTRACTOR'S/DEVELOPER'S REPRESENTATIVE (CAPABLE OF COMMUNICATING WITH THE CITY'S REPRESENTATIVES) SHALL BE ON THE JOB AT ALL TIMES THE WORK IS BEING PURSUED.
- THE CONTRACTOR/DEVELOPER IS RESPONSIBLE TO PROVIDE EMERGENCY TELEPHONE NUMBERS TO THE CITY OF EL MIRAGE AT TIME OF ISSUANCE OF OFF-SITE/ON-SITE PERMITS AND HAVE PERSONNEL AVAILABLE 24-HOURS A DAY TO RESPOND TO EMERGENCIES. IF THE CITY IS REQUIRED TO RESPOND AND MAKE EMERGENCY REPAIRS ON BEHALF OF THE CONTRACTOR/DEVELOPER, THE CONTRACTOR/DEVELOPER IS RESPONSIBLE TO REIMBURSE THE CITY FOR ALL COSTS INCURRED.
- IT SHALL BE THE RESPONSIBILITY OF THE PERMITTEE TO ARRANGE FOR THE RELOCATION AND RELOCATION COSTS OF ALL UTILITIES, AND SUBMIT A UTILITY RELOCATION SCHEDULE PRIOR TO THE ISSUANCE OF A CONSTRUCTION PERMIT.
- ALL UNDERGROUND TANKS REQUIRE A PERMIT FROM THE FIRE DEPARTMENT PRIOR TO REMOVAL.
- THE PROCEDURES AND METHODS USED TO SAMPLE, TEST MATERIALS, AND REPORT TEST RESULTS WILL BE DETERMINED BY THE ENGINEERING DEPARTMENT. FOR ALL PHASES OF CONSTRUCTION, THE TYPE, SCHEDULING, FREQUENCY AND LOCATION OF ALL MATERIALS TESTING AND SAMPLING SHALL BE DETERMINED BY THE ENGINEERING DEPARTMENT. ALL TEST RESULTS SHALL BE REPORTED DIRECTLY (IN WRITING) TO THE ENGINEERING DEPARTMENT. FOR EACH PHASE OF CONSTRUCTION, TEST RESULTS (IN WRITING) MUST BE RECEIVED FROM THE TESTING LABORATORY, PRIOR TO THE START OF THE NEXT PHASE OF CONSTRUCTION. ROCK CORRECTIONS ARE REQUIRED FOR EACH IN-PLACE DENSITY TEST. NUCLEAR/SAND CONE CORRELATIONS ARE REQUIRED WITH ONE (1) SAND CONE TEST FOR EVERY TEN (10) NUCLEAR DENSITY TESTS TAKEN ON-SITE. SEE CITY OF EL MIRAGE MATERIALS TESTING GUIDELINES FOR MORE INFORMATION.
- THE EXCAVATING CONTRACTOR MUST GIVE LOCATION FOR WASTING EXCESS EXCAVATION AND A LETTER FROM THE OWNER GIVING PERMISSION FOR DUMPING PRIOR TO STARTING ON-SITE CONSTRUCTION. DEVELOPER'S ENGINEER SHALL SUBMIT CERTIFICATION OF CONSTRUCTION BUILDING PAD ELEVATIONS PRIOR TO CITY ACCEPTANCE OF PROJECT.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY THE PRESENCE AND LOCATION OF ALL EXISTING OVERHEAD AND/OR UNDERGROUND UTILITIES THAT MAY INTERFERE WITH THIS CONSTRUCTION, WHETHER OR NOT SAID UTILITIES ARE SHOWN ON THE CONSTRUCTION PLANS FOR THIS PROJECT AND TO ADEQUATELY PROTECT AND MAINTAIN ANY SUCH UTILITIES.
- THE ENGINEERING DEPARTMENT DOES NOT ASSUME ANY LIABILITY FOR ERRORS OF LINE AND/OR GRADE ON ANY STAKING WHICH HAS BEEN DISTURBED IN ANY WAY, NOR DOES THE ENGINEER ASSUME ANY LIABILITY FOR ERRORS OF LINE AND/OR GRADE ON ANY STAKING THAT HAS BEEN IN PLACE FOR A PERIOD OF TWENTY-FOUR (24) HOURS OR MORE WITHOUT THE COMMENCEMENT OF THE CONSTRUCTION FOR WHICH IT WAS SET.

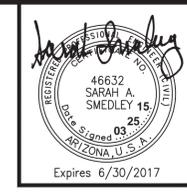
- THE CONTRACTOR SHALL CONTACT BLUE STAKE (602) 263-1100 PRIOR TO CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN CURRENT BLUE STAKE MARKINGS THROUGHOUT CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN A FIRE HYDRANT METER FOR CONSTRUCTION AND SHALL CONTACT THE FIRE, BUILDING AND LIFE SAFETY DEPARTMENT AT 623-583-7968 TO START THE PROCESS. CONTACT CUSTOMER SERVICES AT 623-876-2966 OR 623-876-2967 TO SCHEDULE THE RELOCATION OF HYDRANT METERS. CONTRACTORS SHALL NOT RELOCATE HYDRANT METERS THEMSELVES. THE CONTRACTOR SHALL INSTALL A SUPPORT AND CERTIFIED BACKFLOW PREVENTOR AND SUBMIT THE CERTIFICATION TO THE CITY INSPECTOR PRIOR TO USE.
- ALL CONTRACTORS/DEVELOPERS ARE RESPONSIBLE TO CONSTRUCT STABILIZED CONSTRUCTION ENTRANCES IN ORDER TO REDUCE OR ELIMINATE THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAYS OR STREETS. GRAVEL TRACK-OUT PADS SHALL MEET CURRENT MARICOPA COUNTY STANDARDS. THE CONTRACTOR/DEVELOPER SHALL IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAYS OR STREETS.
- ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, INTERCEPTION DITCHES, PIPES, PROTECTIVE BERMS, CONCRETE CHANNELS OR OTHER MEASURES DESIGNED TO PROTECT IMPROVEMENTS, WHETHER EXISTING OR PROPOSED, FROM RUNOFF OR DAMAGE FROM STORM WATER, MUST BE CONSTRUCTED PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENTS.
- TRAFFIC CONTROL SHALL CONFORM TO THE LATEST EDITIONS OF THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL, MUTCD, AND THE CITY OF PEORIA INFRASTRUCTURE DEVELOPMENT GUIDELINES. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN PER THE PHOENIX TRAFFIC BARRICADE MANUAL. BARRICADES MUST BE CONTINUALLY MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. IF ANY PART OF THE TRAFFIC CONTROL PLAN FALLS WITHIN 300' OF A SIGNALIZED INTERSECTION, AN OFF-DUTY OFFICER WILL BE REQUIRED FOR TRAFFIC CONTROL. A TRAFFIC CONTROL PLAN (TCP) SHALL BE SUBMITTED TO THE ENGINEERING DEPARTMENT AND ACCEPTED A MINIMUM OF 48-HOURS PRIOR TO CONSTRUCTION. AN ACCEPTED TCP WILL BE STAMPED AND A COPY RETURNED TO THE CONTRACTOR. A COPY OF THE ACCEPTED PLAN MUST REMAIN ON THE JOB SITE AT ALL TIMES.
- ANY AND ALL OBSTRUCTIONS WITHIN THE RIGHTS-OF-WAY AND EASEMENTS SHALL BE REMOVED BEFORE ANY CONSTRUCTION IS COMMENCED.
- ALL CONTRACTORS/DEVELOPERS ARE RESPONSIBLE TO OBTAIN A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS, INCLUDING NOTICE OF INTENT (NOI), NOTICE OF TERMINATION (NOT), AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE NOI AND SWPPP SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
- ALL CONTRACTORS/DEVELOPERS ARE RESPONSIBLE TO OBTAIN THE NECESSARY 401 AND 404 PERMITS. A COPY OF THE PERMIT SHALL BE SUBMITTED TO THE CITY PRIOR TO APPROVAL OF THE GRADING AND DRAINAGE PLANS.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO OBTAIN ANY AND ALL OTHER PERMITS AND MEET ANY REQUIREMENTS SET FORTH BY OTHER AGENCIES OR UTILITIES, WHICH HAVE JURISDICTION, AT THE CONTRACTOR'S/DEVELOPER'S EXPENSE, INCLUDING OSHA. CONTRACTOR SHALL MEET OSHA STANDARDS FOR TRENCH SAFETY.
- AS A REMINDER, MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT HAS ASKED THE CITY TO INFORM ALL CONTRACTORS/DEVELOPERS WORKING IN THE CITY OF EL MIRAGE OF THE FOLLOWING:

PER THE MARICOPA COUNTY AIR POLLUTION CONTROL RULES AND REGULATIONS ON EARTH MOVING EQUIPMENT PERMITS, NO PERSON SHALL CAUSE OR PERMIT THE USE OF ANY POWER OF MECHANICAL EQUIPMENT FOR COMMERCIAL PURPOSES TO CLEAR, EXCAVATE OR LEVEL LAND, INCLUDING BUT NOT LIMITED TO BLASTING, DEMOLITION, ROAD AND STREET CONSTRUCTION, SWIMMING POOL EXCAVATING, TRENCHING, VEGETATION REMOVAL, OR ENGAGE IN ANY OTHER EARTH MOVING ACTIVITIES WITHOUT FIRST OBTAINING A PERMIT FROM THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT. THE PROPERTY OWNER, LESSEE, DEVELOPER OR PRIME CONTRACTOR WILL BE RESPONSIBLE FOR ACQUIRING THE PERMIT.

ALSO AS A REMINDER, IF THE ABOVE REFERENCED DEVELOPMENT HAS WORK THAT NEEDS TO BE DONE IN THE MARICOPA COUNTY RIGHTS-OF-WAY, PLEASE OBTAIN ALL PERMITS FROM THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION. THE OFF-SITE PERMITS ISSUED BY THE CITY OF EL MIRAGE DO NOT COVER THE MARICOPA COUNTY RIGHTS-OF-WAY.
- FIRE ACCESS TO BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION AS REQUIRED BY THE CITY OF EL MIRAGE FIRE DEPARTMENT.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO SCHEDULE WATER AND SEWER TESTING WITH THE CITY INSPECTOR PER THE WATER AND SEWER GUIDELINES. NO TESTING SHALL BE ACCEPTED BY THE INSPECTOR UNTIL ALL UNDERGROUND UTILITIES HAVE BEEN INSTALLED.

GRADING & DRAINAGE

- THE GRADING AND DRAINAGE PLANS MUST BE APPROVED BY THE CITY ENGINEER. THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED AT (623) 876-2977 OR 623-980-9987, 48 HOURS BEFORE ANY ON-SITE CONSTRUCTION BEGINS.
- A SEPARATE PERMIT IS REQUIRED PRIOR TO ANY ON-SITE GRADING, INCLUDING CUSTOM HOMES.
- GRADING AND DRAINAGE PLAN APPROVAL INCLUDES:
 - CONSTRUCTION OF ALL SURFACE IMPROVEMENTS SHOWN ON THE APPROVED GRADING AND DRAINAGE PLAN, INCLUDING BUT NOT LIMITED TO, RETENTION AREAS AND/OR OTHER DRAINAGE FACILITIES, DRAINAGE PATTERNS, CHANNELS, WALLS, CURBING, ASPHALT PAVEMENT, BANK PROTECTION AND CHANNELIZATION, AND BUILDING FLOOR ELEVATIONS.
 - CONTRACTOR SHALL PROVIDE MINIMUM SLOPE TO THE BOTTOM IN ALL RETENTION BASINS AT ELEVATIONS AS SHOWN ON THE PLANS. RETENTION BASIN SIDE SLOPES SHALL NOT EXCEED 2:1 ON PRIVATE PROPERTY AND 6:1 ADJACENT TO PUBLIC RIGHT-OF-WAY UNLESS NOTED OTHERWISE ON PLANS. RETENTION BASINS SHALL NOT EXCEED 3 FEET IN DEPTH WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR THEIR DESIGNEE.
- ALL DRAINAGE PROTECTIVE DEVICES SUCH AS SWALES, INTERCEPTOR DITCHES, PIPES, PROTECTIVE BERMS, CONCRETE CHANNELS OR OTHER MEASURES DESIGNED TO PROTECT HOMES OR OTHER IMPROVEMENTS WHETHER EXISTING OR PROPOSED, FROM RUNOFF OR DAMAGE FROM STORM WATER, MUST BE CONSTRUCTED PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENTS.
- DRYWELLS MUST BE DRILLED A MINIMUM OF TEN (10) FEET INTO PERMEABLE POROUS STRATA AND PERCOLATION TESTS WILL BE REQUIRED. THE OFF-SITE INSPECTOR MUST BE PRESENT BEFORE BACKFILL OR WALL PIPES ARE PLACED WITHIN ANY DRYWELL. PERCOLATION TESTS MUST BE CONDUCTED BY AN INDEPENDENT LABORATORY AND RESULTS PROVIDED TO THE ENGINEERING DEPARTMENT. ALL DRYWELLS MUST BE REGISTERED WITH ADEQ. COPIES OF DRILLING LOGS AND ADEQ REGISTRATION INFORMATION MUST BE PROVIDED TO THE CITY.
- ALL FINISH FLOOR ELEVATIONS SHOWN SHALL BE A MINIMUM OF 14-INCHES ABOVE THE POINT OF OUTFALL, OR ONE (1) FOOT ABOVE THE 100-YEAR BASE FLOOD ELEVATION AS SHOWN ON THE APPROVED PLAN.
- A FEMA ELEVATION CERTIFICATE FOR ALL NEW AND SUBSTANTIALLY IMPROVED CONSTRUCTION IN THE FLOODPLAIN SHALL BE SUBMITTED TO THE ENGINEERING DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE PROJECT
- SOILS COMPACTION TEST RESULTS MUST BE SUBMITTED TO THE CITY ENGINEER'S OFFICE FOR ALL BUILDING PADS THAT HAVE ONE (1) FOOT OR MORE OF FILL MATERIAL INDICATED.
- STAKING PAD AND/OR FINISH FLOOR ELEVATIONS ARE THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER. NO MINIMUM FINISH FLOOR ELEVATION WILL BE RAISED OR LOWERED WITHOUT APPROVAL OF THE CITY ENGINEER. IN NON-CRITICAL AREAS, THE DEVELOPER'S ENGINEER SHALL SUBMIT CERTIFICATION OF CONSTRUCTED BUILDING PAD ELEVATIONS PRIOR TO REQUEST FOR FINAL INSPECTION. IN CRITICAL DRAINAGE AREAS, OR IN THE 100-YEAR FLOODPLAIN, SUBSTITUTE BUILDING FLOOR ELEVATION IN ABOVE NOTE, OR FEMA ELEVATION CERTIFICATE.
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND CONFIRMING DEPTH OF ALL EXISTING UTILITY LINES WITHIN PROPOSED RETENTION AND DRAINAGE FACILITY AREAS. IF THE DRAINAGE FACILITIES CANNOT BE CONSTRUCTED PER PLAN AS A RESULT OF CONFLICT WITH UNDERGROUND UTILITIES, THE CONTRACTOR SHOULD CONTACT THE CITY ENGINEER AND THE DESIGN ENGINEER AND REQUEST MODIFICATION OF THE DRAINAGE FACILITY DESIGN.
- ALL BANK PROTECTION AND CHANNELIZATION MUST BE COMPLETED PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.
- A SEPARATE HAUL PERMIT SHALL BE REQUIRED WHENEVER HAULING IN EXCESS OF 500 CUBIC YARDS OF MATERIAL IN OR OUT OF A SITE. A HAUL ROUTE MUST BE SUBMITTED AND APPROVED BY THE ENGINEERING DEPARTMENT. ADDITIONAL REQUIREMENTS AS SET FORTH BY THE ENGINEERING DEPARTMENT SHALL BE MET.
- ALL CONTRACTORS/DEVELOPERS ARE RESPONSIBLE TO OBTAIN A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS, INCLUDING NOTICE OF INTENT (NOI), NOTICE OF TERMINATION (NOT), AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A COPY OF THE NOI AND SWPPP SHALL BE AVAILABLE ON THE JOB SITE AT ALL TIMES.
- ONCE AN EXISTING SHOULDER IS DISTURBED BY THE GRADING OPERATION OR ANY OTHER PHASE OF CONSTRUCTION, THE SHOULDER SHALL BE BARRICADED. SUCH BARRICADING SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE PROJECT.



STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
ARIZ	EM14-F01	2	7	
DATE: 03/15		AZTEC		
DRAWN: RJR	DESIGN: RJR	CHECKED: SAS		



GENERAL NOTES

THE CITY OF EL MIRAGE
EL MIRAGE, ARIZONA
EL MIRAGE COURTHOUSE & LIBRARY
PARKING & SECURITY IMPROVEMENTS

DR: RJR	DES: RJR	CHK: SAS	SHEET NO. 2	TOTAL SHEETS 7	AS BUILT
DATE: 03/15		DATE: 03/15	DATE: 03/15		
SCALE: NONE					

PAVING NOTES

- EXACT POINT OF PAVEMENT MATCHING, TERMINATION AND/OR OVERLAY, IF NECESSARY, SHALL BE DETERMINED IN THE FIELD BY THE ENGINEERING DIVISION. CRACK SEAL IS REQUIRED BETWEEN OLD AND NEW ASPHALTIC CONCRETE.
- ALL FRAMES, COVERS, VALVE BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION. THE CONCRETE COLLAR SHALL BE ADJUSTED LEVEL WITH EXISTING BITUMINOUS PAVEMENT. THE EDGE OF THE CONCRETE COLLAR SHALL BE CRACK SEALED.
- ALL CONTRACTORS/DEVELOPERS SHALL COMPLY WITH THE CITY OF EL MIRAGE STANDARD DETAIL 149 FOR TRENCH PLATING.
- PAVING SHALL NOT START UNTIL ALL APPROPRIATE TESTING HAS BEEN COMPLETED AND ACCEPTED (PRESSURE TESTING OF UTILITIES, DENSITY TESTING, VIDEO OF SEWER LINE, ETC.). SERVICE STUBS TO ALL PLATTED LOTS SHALL BE EXTENDED, AND ALL CONFLICTING UTILITY CONSTRUCTION COMPLETED PRIOR TO START OF PAVING.
- TREES AND SHRUBBERY IN THE RIGHT-OF-WAY, WHICH CONFLICT WITH THE IMPROVEMENTS PROPOSED HEREIN, ARE NOT TO BE REMOVED OR RELOCATED WITHOUT PRIOR APPROVAL OF THE CITY OF EL MIRAGE. THE PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY AUTHORIZATION TO REMOVE AND/OR RELOCATE SAID TREES OR SHRUBBERY.
- IN ALL AREAS WHERE NEW CONSTRUCTION OF CURB, GUTTER, SIDEWALKS, AND DRIVEWAYS IS REQUIRED, AND THE ENGINEER DETERMINES THE EXISTING GRADE TO CONSIST OF SOILS WITH SWELLING CHARACTERISTICS, THE MOISTURE CONTENT SHALL BE BROUGHT AS CLOSE AS POSSIBLE TO OPTIMUM REQUIRED FOR COMPACTION BY THE ADDITION OF WATER, BLENDING OF DRY SUITABLE MATERIAL OR BY DRYING OF EXISTING MATERIAL. THE MATERIAL SHALL THEN BE COMPACTED TO A RELATIVE DENSITY OF 95 PERCENT MAXIMUM.
- CONSTRUCTION LOADS: DURING CONSTRUCTION OPERATIONS, HEAVY EQUIPMENT MAY CROSS-EXISTING OR PROPOSED PIPE. IN THIS CASE, AN EARTH FILL SHOULD BE CONSTRUCTED TO AT LEAST THREE (3) FEET ABOVE PIPE. THE FILL MUST BE SUFFICIENT TO PREVENT THE LATERAL DISPLACEMENT OF THE PIPE.
- UNLESS OTHERWISE SPECIFIED, THE CITY OF EL MIRAGE REQUIRES THAT THE ASPHALTIC CONCRETE MIX DESIGN MEET THE CURRENT CITY OF PHOENIX MIX DESIGN FOR A C-3/4" & D-1/2". COPIES OF THESE MIX DESIGNS AND RELATED PRODUCT CODES ARE AVAILABLE FROM THE ENGINEERING DEPARTMENT.
- ALL STREET IMPROVEMENTS FOR CUSTOM HOMES MUST BE COMPLETED IN ACCORDANCE WITH THE CITY OF EL MIRAGE POLICY ON UNPAVED ROADS. ALL PRIVATE ACCESS MUST BE CONSTRUCTED WITH AN ACCEPTABLE DUST PALLIATIVE.
- ALL CONTRACTORS/DEVELOPERS ARE RESPONSIBLE TO CONSTRUCT STABILIZED CONSTRUCTION ENTRANCES IN ORDER TO REDUCE OR ELIMINATE THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAYS OR STREETS. GRAVEL TRACK-OUT PADS SHALL MEET CURRENT MARICOPA COUNTY STANDARDS. THE CONTRACTOR/DEVELOPER SHALL IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ONTO PUBLIC RIGHTS-OF-WAYS OR STREETS.
- IF ANY EXISTING BARRICADES, TRAFFIC SIGNS OR STREET NAME SIGNS NEED TO BE REMOVED DURING CONSTRUCTION, NOTIFY THE CITY OF EL MIRAGE OPERATIONS SUPERINTENDENT AT (623) 876-4254. A MINIMUM OF 48-HOURS NOTICE IS NEEDED FOR REMOVALS. IF SIGNS AND BARRICADES BELONG TO ANOTHER AGENCY, IT IS THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO NOTIFY THEM.
- NO WATER SUPPLY HOSE OR RAMPS SHALL BE PLACED ACROSS OR IN THE ARTERIAL OR COLLECTOR STREETS. APPROVAL IN WRITING FROM THE CITY ENGINEER OR HIS DESIGNEE IS REQUIRED FOR PLACEMENT OF THE SUPPLY HOSE OR RAMPS IN LOCAL STREETS. APPLICATIONS SHALL INCLUDE SUBMITTALS OF THE MANUFACTURER'S SPECIFICATIONS, MATERIALS USED, AND DIMENSIONS OF THE RAMP, PROPOSED LOCATION, PROPOSED BARRICADING AND SIGNAGE.

REVISION BY THE CITY OF EL MIRAGE		NO.	DESCRIPTION	REV BY	CHK BY	DATE

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SIGNING & STRIPING NOTES

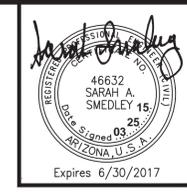
- THE CONTRACTOR SHALL NOTIFY THE CITY OF EL MIRAGE'S ENGINEERING DIVISION AT LEAST 48 HOURS IN ADVANCE OF ANY STRIPING AT 623-933-8318. STRIPING COMPLETED PRIOR TO THE CITY'S INSPECTION SHALL BE REMOVED IF IT IS NOT CONSISTENT WITH CITY STANDARDS.
- THE OBLITERATION OF EXISTING STRIPING IN AREAS THAT WILL BE RE-STRIPED SHALL BE ACCOMPLISHED BY WATER BLASTING OR OTHER METHODS APPROVED BY THE CITY.
- CROSSWALK, STOP BAR AND TURN ARROW PAVEMENT MARKING INSTALLATIONS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EL MIRAGE'S STANDARD. ALKYD THERMOPLASTIC MATERIAL APPLIED AT 90 MIL THICKNESS. LONGITUDINAL STRIPING SHALL BE INSTALLED WITH ALKYD THERMOPLASTIC MATERIAL APPLIED AT 60 MIL THICKNESS AS PER THE SIGNING AND STRIPING PLAN.
- SIGNING SHALL BE INSTALLED AS PER THE CITY OF EL MIRAGE DETAILS #132-1 AND 132-2.
- THE CONTRACTOR SHALL RETURN ALL REMOVED TRAFFIC SIGNAL EQUIPMENT/SIGNS TO THE CITY OF EL MIRAGE MUNICIPAL OPERATIONS CENTER. CONTACT THE CITY ENGINEER'S OFFICE AT 623-933-8318.
- THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS FOR TRAFFIC CONTROL, BARRICADING, SIGNING AND STRIPING AS PER THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) ADOPTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) AND THE CITY OF PHOENIX BARRICADE MANUAL AND CITY OF EL MIRAGE SUPPLEMENTS.

WATER NOTES

- ACCEPTABLE WATER LINE MATERIALS:
 - DUCTILE IRON PIPE, PRESSURE CLASS 350, IS ACCEPTABLE FOR WATER LINES SIZES SIX (6) INCHES THROUGH TWELVE (12) INCHES IN DIAMETER. ALL DUCTILE IRON PIPE SHALL BE POLYWRAPPED IN CONFORMANCE WITH SECTION 610.5 OF THE MAG STANDARD SPECIFICATIONS.
 - DUCTILE IRON PIPE, PRESSURE CLASS 250 MINIMUM, IS ACCEPTABLE FOR WATER LINES 16 INCHES IN DIAMETER AND LARGER. ALL DUCTILE IRON PIPE SHALL BE POLYWRAPPED IN CONFORMANCE WITH SECTION 610.5 OF THE MAG STANDARD SPECIFICATIONS.
 - PVC PIPE, AWWA C-900 PRESSURE CLASS 200, IS ACCEPTABLE FOR WATER LINES SIZES SIX (6) INCHES AND EIGHT (8) INCHES IN DIAMETER. (PRIVATE ONLY)
- TRENCH EXCAVATION, BACKFILLING AND COMPACTION SHALL CONFORM TO MAG STANDARD SPECIFICATION SECTION 601 EXCEPT AS MODIFIED HEREIN.
- BEDDING AND BACKFILL FOR WATER LINES SHALL CONFORM TO THE MINIMUM REQUIREMENTS OF THE CITY OF EL MIRAGE STANDARD DETAIL 406, BEDDING AND BACKFILL FOR ALL PIPELINES.
- BACKFILL SHALL BE TYPE I AS DEFINED IN SECTION 601 OF THE MAG STANDARD SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE TO NOTIFY THE PROJECT ENGINEER BEFORE THE WATER LINE OR FITTINGS ARE COVERED, SO "AS-BUILT" MEASUREMENTS MAY BE TAKEN. ANY CHANGES TO THE APPROVED PLANS MUST BE AUTHORIZED BY THE PROJECT ENGINEER AND THE CITY ENGINEER BEFORE THE CHANGE IS MADE IN THE FIELD.
- SIX-(6) INCH AND EIGHT (8) INCH WATERLINES LOCATED IN STREETS SHALL HAVE A MINIMUM COVER OF 48 INCHES OVER THE TOP OF THE PIPE TO FINISH GRADE. SIX (6) INCH AND EIGHT (8) INCH WATERLINES IN LOCATIONS OTHER THAN STREETS SHALL HAVE A MINIMUM COVER OF 36 INCHES OVER THE TOP OF THE PIPE TO FINISH GRADE, UNLESS DESIGN CONDITIONS WARRANT ADDITIONAL COVER.
- TWELVE (12) INCH WATERLINES LOCATED IN STREETS SHALL HAVE A MINIMUM COVER OF 60 INCHES OVER THE TOP OF THE PIPE TO FINISH GRADE. TWELVE (12) INCH WATERLINES IN LOCATIONS OTHER THAN STREETS SHALL HAVE A MINIMUM COVER OF 48 INCHES OVER THE TOP OF THE PIPE TO FINISH GRADE, UNLESS DESIGN CONDITIONS WARRANT ADDITIONAL COVER.
- SIXTEEN (16) INCH WATERLINES SHALL HAVE A MINIMUM COVER OF 60 INCHES OVER THE TOP OF THE PIPE TO FINISH GRADE, UNLESS DESIGN CONDITIONS WARRANT ADDITIONAL COVER.
- ALL STUB-OUTS SHALL HAVE A TWO (2) INCH BRASS BALL CORP STOP AS A BLOW-OFF, LEFT IN PLACE WITH A TWO (2) INCH RISER, PER MAG STANDARD DETAIL 390, TYPE 'A', AND SHALL BE ACCESSIBLE TO USE.
- FIRE HYDRANTS SHALL CONFORM TO CITY OF EL MIRAGE STANDARD DETAIL 360. THE FIRE HYDRANT MANUFACTURER MUST BE APPROVED BY THE CITY OF EL MIRAGE PRIOR TO THE INSTALLATION OF THE FIRE HYDRANT.
- ALL VALVES 16 INCHES AND UNDER SHALL BE RESILIENT SEAT AWWA APPROVED GATE VALVES AND SHALL OPEN BY TURNING TO THE LEFT.
- VALVES SHALL NOT BE LOCATED IN SIDEWALKS, GUTTERS, CURB, OR VALLEY GUTTERS.

WATER NOTES CONT.

- ALL WATER VALVES SHALL HAVE A VALVE BOX AND COVER PER MAG STANDARD DETAIL 391-1, TYPE 'A' AND 392, TYPE 'A'. ADJUSTMENTS SHALL CONFORM TO CITY OF EL MIRAGE DETAIL 393.
- CONTRACTORS SHALL NOT OPERATE VALVES ON THE EXISTING CITY SYSTEM.
- WATER LINES SHALL BE INSTALLED IN SUCH A MANNER TO ELIMINATE DIPS OR HIGH POINTS. WATER LINES CONSTRUCTED ON LINEAR STREETS SHALL NOT HAVE HORIZONTAL ALIGNMENT DEFLECTIONS. ALL HORIZONTAL DEFLECTIONS IN WATER LINES (CONSTRUCTED IN NONLINEAR STREETS) SHALL COMPLY WITH THE MANUFACTURER'S RECOMMENDATIONS FOR DEFLECTION AT JOINTS.
- THRUST RESTRAINT SHALL BE INSPECTED PRIOR TO BACKFILL. REINFORCING STEEL AND FORM WORK SHALL BE INSPECTED PRIOR TO PLACING CONCRETE FOR THRUST BLOCKS. THRUST RESTRAINT SHALL CONFORM TO MAG STANDARD SPECIFICATION 610.4 AND MAG STANDARD DETAILS 301, 380 AND 381.
- WATER SERVICES TWO (2) INCHES AND SMALLER IN DIAMETER SHALL CONFORM TO CITY OF EL MIRAGE STANDARD DETAIL 325. THE MINIMUM SERVICE CONNECTION SHALL BE ONE (1) INCH. SINGLE FAMILY RESIDENCES MAY USE A MINIMUM ONE-(1) INCH SERVICE CONNECTION. WATER SERVICE SADDLE MANUFACTURER AND MODEL MUST BE APPROVED BY THE CITY OF EL MIRAGE PRIOR TO INSTALLATION.
- WATER SERVICES SHALL NOT BE LOCATED UNDER DRIVEWAYS, OR UNDER CONCRETE APRONS ADJACENT TO DRIVEWAYS.
- AN APPROVED METALLIC LOCATOR TAPE AND TRACING WIRE SHALL BE INSTALLED WITH ALL WATER LINES AND SERVICES (LINEAR AND NONLINEAR), AND ATTACHED TO VALVE BOXES.
- ALL PAVEMENT REPLACEMENT SHALL CONFORM WITH MAG STANDARD DETAIL 200-1 MODIFIED WITH A ONE-HALF (1/2) SACK PORTLAND CEMENT ABC SLURRY, WHICH CONFORMS TO MAG STANDARD SPECIFICATION 728, (MODIFIED FOR ONE-HALF SACK PORTLAND CEMENT), FOR TRENCH BACKFILL FROM ONE (1) FOOT ABOVE THE TOP OF PIPE TO THE EXISTING PAVEMENT SUBGRADE. USE TYPE 'A' FOR LONGITUDINAL TRENCH REPAIR AND USE "T TOP" FOR TRANSVERSE TRENCH REPAIR OR WHEN A TRENCH RUNS THROUGH AN INTERSECTION. PAVEMENT REPLACEMENT THICKNESS SHALL BE 1.5 TIMES THE EXISTING ASPHALT THICKNESS. AC MIX DESIGN SHALL BE PER THE CITY OF PHOENIX C-3/4" MIX. CRACK SEALING IS REQUIRED.
- PRESSURE TESTING SHALL NOT BE CONDUCTED UNTIL AFTER THE CONTRACTOR HAS PRETESTED 100% OF THE LINES. INSPECTION TESTING MUST BE CALLED FOR TWENTY-FOUR (24) HOURS IN ADVANCE. WATER LINES MUST PASS PRESSURE TESTING PRIOR TO PAVING.
- ALL MAINS SHALL BE CHLORINATED IN CONFORMANCE WITH SECTION 611 OF MAG STANDARD SPECIFICATIONS. SAMPLES WILL BE TAKEN IN CONFORMANCE WITH MAG STANDARD SPECIFICATION SECTION 611.
- THE CONTRACTOR SHALL NOT TIE INTO EXISTING MAINS WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER OR HIS/HER DESIGNEE.
- THE FOLLOWING MAG UNIFORM STANDARD DETAILS ARE SPECIFICALLY NOT APPROVED.
 - 345-2 4", 6" WATER METER WITH ON-SITE FIRE HYDRANTS
 - 360-1 DRY BARREL FIRE HYDRANT INSTALLATION
 - 360-2 WET BARREL FIRE HYDRANT INSTALLATION
 - 360-3 FIRE HYDRANT INSTALLATION DETAILS
 - 389 CURB STOP WITH VALVE BOX AND COVER
 - 391-1 VALVE BOX INSTALLATION AND GRADE ADJUSTMENT - TYPES 'B' & 'C'
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO MEET OSHA STANDARDS FOR "TRENCH SAFETY".
- IN ACCORDANCE WITH AAC R18-4-119, ALL MATERIALS ADDED AFTER JANUARY 1, 1993, WHICH MAY COME INTO CONTACT WITH DRINKING WATER SHALL CONFORM TO NATIONAL SANITATION FOUNDATION STANDARDS 60 AND 61.
- NO WATER LINES SHALL BE LOCATED WITHIN RETENTION/DETENTION BASINS.
- ALL WATER VALVES LOCATED OUTSIDE PAVED AREAS SHALL HAVE A 'CURVE-FLEX' UTILITY MARKER AS MANUFACTURED BY CARSONITE (CFRM-400-BLUE).
- AN "ENGINEER'S CERTIFICATE OF COMPLETION" ISSUED BY THE MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT, IS REQUIRED PRIOR TO FINAL PROJECT ACCEPTANCE.
- A COPY OF THE APPROVAL TO CONSTRUCT (ATC) ISSUED BY MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT (MCESD) IS REQUIRED WITHIN NINETY (90) DAYS OF ISSUANCE OF THE OFF-SITE PERMIT.
- A COPY OF THE APPROVAL OF CONSTRUCT (AOC) ISSUED BY MCESD IS REQUIRED PRIOR TO FINAL PROJECT ACCEPTANCE.
- ALL MATERIALS SHALL BE LEAD FREE AS DEFINED IN AAC R18-5-504 AND R-18-4-101.



STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
ARIZ	EM14-F01	3	7	

03/15
DATE: 03/15/15
DRAWN: RJR DESIGN: RJR CHECKED: SAS

AZTEC
Professional Engineer
Phoenix, AZ 85008-4005
Tel: (602) 454-1400
Fax: (602) 454-1403
www.aztec.com



GENERAL NOTES

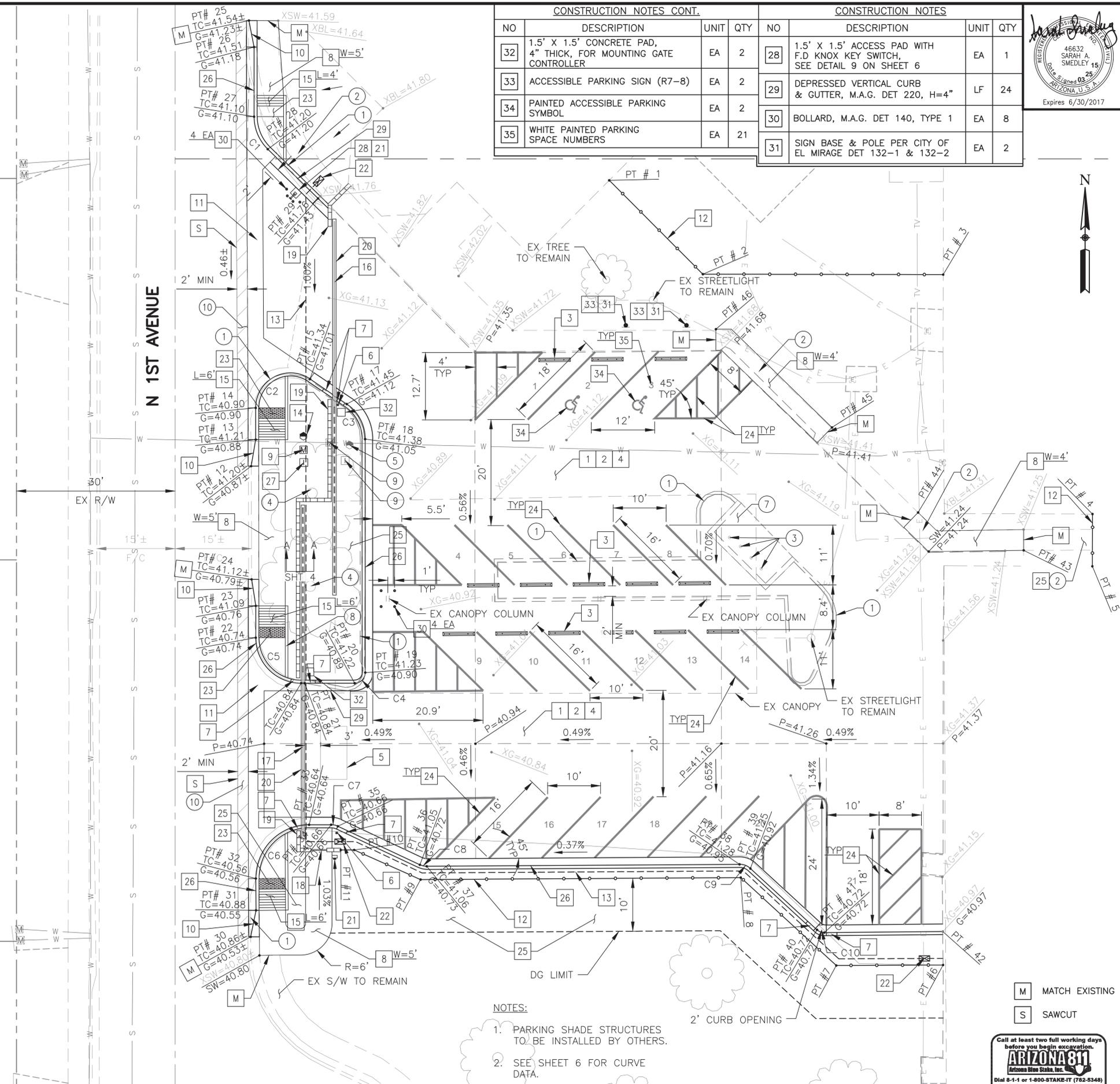
THE CITY OF EL MIRAGE
EL MIRAGE, ARIZONA

EL MIRAGE COURTHOUSE & LIBRARY
PARKING & SECURITY IMPROVEMENTS

DR.	RJR	DES.	RJR	CHK.	SAS	SHEET NO.	TOTAL SHEETS	AS BUILT
DATE:	03/15/15	DATE:	03/15/15	DATE:	03/15/15	3	7	
SCALE: NONE								

REMOVAL/RELOCATION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	REMOVE SINGLE CURB, ROLL CURB OR CURB & GUTTER	LF	192
2	REMOVE SIDEWALK	SF	322
3	REMOVE BOLLARD	EA	NA
4	REMOVE TREE 12" DIA. OR GREATER	EA	2
5	RELOCATE BACKFLOW PREVENTER	EA	1
6	RELOCATE WATER METER	EA	1
7	REMOVE CONCRETE SLAB	SF	NA
8	RELOCATE BOULDERS TO PARK	EA	2
9	RELOCATE IRRIGATION BOX	EA	1
10	REMOVE & REPLACE AC PVMT	SY	34

CONTROL POINTS		
POINT #	NORTHING	EASTING
1	950254.4549	575579.9598
2	950236.7465	575597.6743
3	950236.6563	575643.1413
4	950191.4600	575671.3900
5	950181.5966	575671.3560
6	950106.3305	575643.1092
7	950106.2434	575622.9136
8	950122.8316	575604.8426
9	950122.4600	575544.2705
10	950128.0459	575531.7058
11	950128.0446	575529.1744
12	950200.5046	575512.2149
13	950205.5051	575513.0701
14	950211.5051	575513.0669
15	950216.9451	575523.3538
16	950214.0288	575527.6307
17	950212.2165	575530.2887
18	950205.6104	575533.7818
19	950161.5309	575533.8015
20	950159.5300	575531.8015
21	950159.5300	575522.3451
22	950168.1189	575513.0807
23	950174.1176	575513.0800
24	950179.1177	575512.3105
25	950284.6155	575511.7970
26	950279.6159	575512.7617
27	950266.4763	575512.7676
28	950260.3398	575515.3548
29	950251.0582	575524.8650
30	950111.6490	575512.1279
31	950116.6561	575513.1413
32	950122.6560	575513.1000
33	950132.8054	575523.1798
34	950132.8054	575527.3411
35	950132.5220	575528.6139
36	950125.2504	575544.1336
37	950124.9671	575545.4248
38	950125.3302	575604.6155
39	950124.5415	575606.6613
40	950112.9772	575619.2742
41	950112.4514	575620.6437
42	950112.6529	575643.0715
43	950184.6100	575658.3700
44	950191.7464	575638.3927
45	950207.7966	575622.0975
46	950226.3553	575600.1400



CONSTRUCTION NOTES CONT.			
NO	DESCRIPTION	UNIT	QTY
32	1.5' X 1.5' CONCRETE PAD, 4" THICK, FOR MOUNTING GATE CONTROLLER	EA	2
33	ACCESSIBLE PARKING SIGN (R7-8)	EA	2
34	PAINTED ACCESSIBLE PARKING SYMBOL	EA	2
35	WHITE PAINTED PARKING SPACE NUMBERS	EA	21

CONSTRUCTION NOTES			
NO	DESCRIPTION	UNIT	QTY
28	1.5' X 1.5' ACCESS PAD WITH F.D KNOX KEY SWITCH, SEE DETAIL 9 ON SHEET 6	EA	1
29	DEPRESSED VERTICAL CURB & GUTTER, M.A.G. DET 220, H=4"	LF	24
30	BOLLARD, M.A.G. DET 140, TYPE 1	EA	8
31	SIGN BASE & POLE PER CITY OF EL MIRAGE DET 132-1 & 132-2	EA	2

46632 SARAH A. SMEDLEY
 LICENSED PROFESSIONAL ENGINEER
 STATE OF ARIZONA
 Expires 6/30/2017

STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
ARIZ	EM14-F01	7	7	

DATE: 03/15
 DRAWN: RJR DESIGN: RJR CHECKED: SAS
ARZTEC
 46632 SARAH A. SMEDLEY
 LICENSED PROFESSIONAL ENGINEER
 STATE OF ARIZONA
 Expires 6/30/2017

CONSTRUCTION NOTES			
NO	DESCRIPTION	UNIT	QTY
1	SUBGRADE PREPARATION	SY	1365
2	3" ASPHALT CONCRETE PAVEMENT (MARSHALL 3/4" MIX, HIGH TRAFFIC)	TON	206
3	CONCRETE WHEEL STOP	EA	14
4	AGGREGATE BASE COURSE, 8" THICK	TON	512
5	FREE ACCESS LOOP TO OPEN GATE ON PROPERTY SIDE	EA	1
6	APPROVED BI-DIRECTIONAL PREEMPTION DETECTORS WITH F.D. EMERGENCY GATE SWITCH. INSTALL ON SEPARATE 4"x4" POST.	EA	2
7	2' VERTICAL CURB TERMINATION	LF	16
8	CONCRETE SIDEWALK, M.A.G. DET 230, WIDTH PER PLAN	SF	574
9	NEW WATER METER LOCATION	-	NPI
10	5' CURB TRANSITION, TYPE A TO TYPE C, M.A.G. DET 221	-	NPI
11	VALLEY GUTTER & APRON M.A.G. DET 240, 3' WIDE	SF	284
12	WELDED WIRE MESH FENCE SEE DETAIL ON SHEET 5	LF	202
13	UNDERGROUND CONDUIT	LF	254
14	NEW BACKFLOW PREVENTER LOCATION	-	NPI
15	NEW SIDEWALK RAMP SEE DETAIL ON SHEET 6	SF	217
16	ENTRANCE VEHICULAR ROLLING GATE SEE DETAIL ON SHEET 5	EA	1
17	EXIT VEHICULAR ROLLING GATE SEE DETAIL ON SHEET 5	EA	1
18	WELDED WIRE MESH GATE SEE DETAIL ON SHEET 5	EA	1
19	8' MASONRY WALL SEE DETAIL ON SHEET 4	LF	77
20	VEHICULAR GATE TRACK SEE DETAIL ON SHEET 5	LF	134
21	ACCESS CARD READER	EA	2
22	J-BOX FOR UNDERGROUND CONDUIT	EA	3
23	TRUNCATED DOMES	SF	40
24	4" WHITE PAINT LINE	LF	1594
25	3/4" MINUS DECOMPOSED GRANITE, 3" THICK, MATCH EXISTING	CY	22
26	VERTICAL CURB & GUTTER, TYPE A, M.A.G. DET 220, H=4"	LF	284
27	NEW IRRIGATION BOX LOCATION	-	NPI

- NOTES:
- PARKING SHADE STRUCTURES TO BE INSTALLED BY OTHERS.
 - SEE SHEET 6 FOR CURVE DATA.

Call at least two full working days before you begin excavation.
ARIZONA 811
 Arizona One Stop, Inc.
 Dial 8-1-1 or 1-800-STAR-811 (782-8348)
 In Maricopa County: (602) 263-9100

CIVIL PLAN
THE CITY OF EL MIRAGE
 EL MIRAGE COURTHOUSE & LIBRARY
 PARKING & SECURITY IMPROVEMENTS

DR: RJR	DES: RJR	CHK: SAS	SHEET NO. 7	TOTAL SHEETS 7	AS BUILT
DATE: 03/15	DATE: 03/15	DATE: 03/15			
SCALE: 1" = 10'					

RECEIVED
CITY OF EL MIRAGE

CITY OF EL MIRAGE
2015 MAY 14 AM 12:19
PLANNING & ZONING CASE APPLICATION

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply): **CASE NO:** _____

- | | |
|---|--|
| <input type="checkbox"/> Major General Plan Amendment | <input type="checkbox"/> Minor General Plan Amendment |
| <input type="checkbox"/> Rezoning (Map Amendment) | <input type="checkbox"/> Zoning Text Amendment |
| <input type="checkbox"/> Planned Area Development (PAD) | <input type="checkbox"/> PAD Amendment |
| <input type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Variance(s) from Zoning Text | <input type="checkbox"/> Administrative Appeal |
| <input type="checkbox"/> Subdivision Preliminary Plat | <input checked="" type="checkbox"/> Subdivision Final Plat |

PROPERTY INFORMATION:

Property Address/Location: 11201 N. El Mirage Rd.

Assessor's Parcel Number: 54 86 508B

APPLICANT / OWNER INFORMATION:

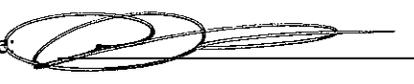
Applicant: Pueblo El Mirage Owner: Nias Roberts

Address: 11201 N. El Mirage Rd. Address: 8360 E. Reintree Dr. #200

City/ST/Zip: El Mirage, AZ 85385 City/ST/Zip: Scottsdale, AZ 85260

Phone: 480 425 9696 Phone: 480 425 9696

Email: _____ Email: nroberts@robertsresorts.com

Signature:  Signature: 

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

**DEVELOPMENT
APPLICATION
REQUIREMENTS**

- Planning & Zoning Application Form
- Project Narrative
- Site Plan
- Exterior Elevations
- Drainage Statement
- Traffic Impact Study
- Filing Fee (\$500.00)

- Planning & Zoning Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environmental Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see latest fee schedule)

Official Use:

Date Received: MAY 14 15

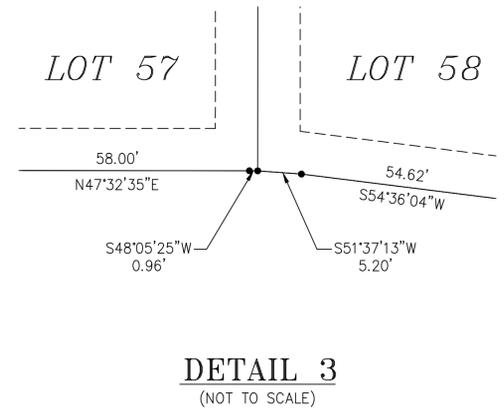
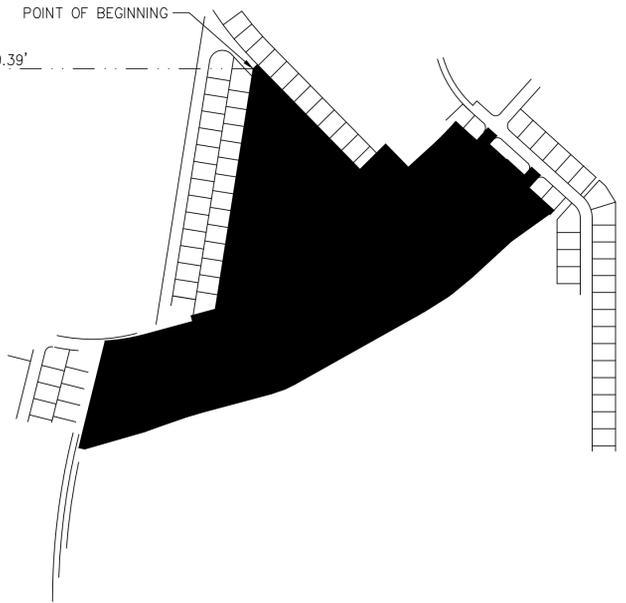
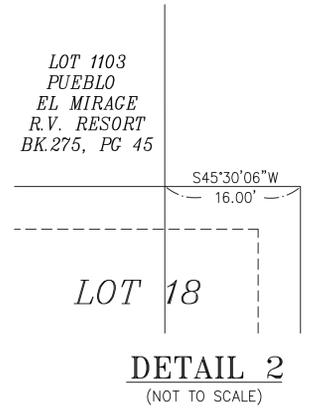
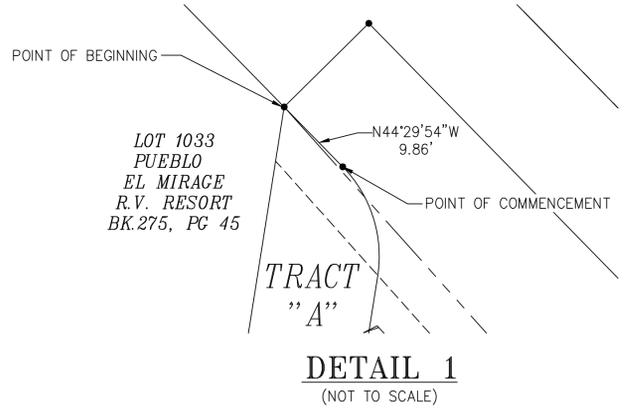
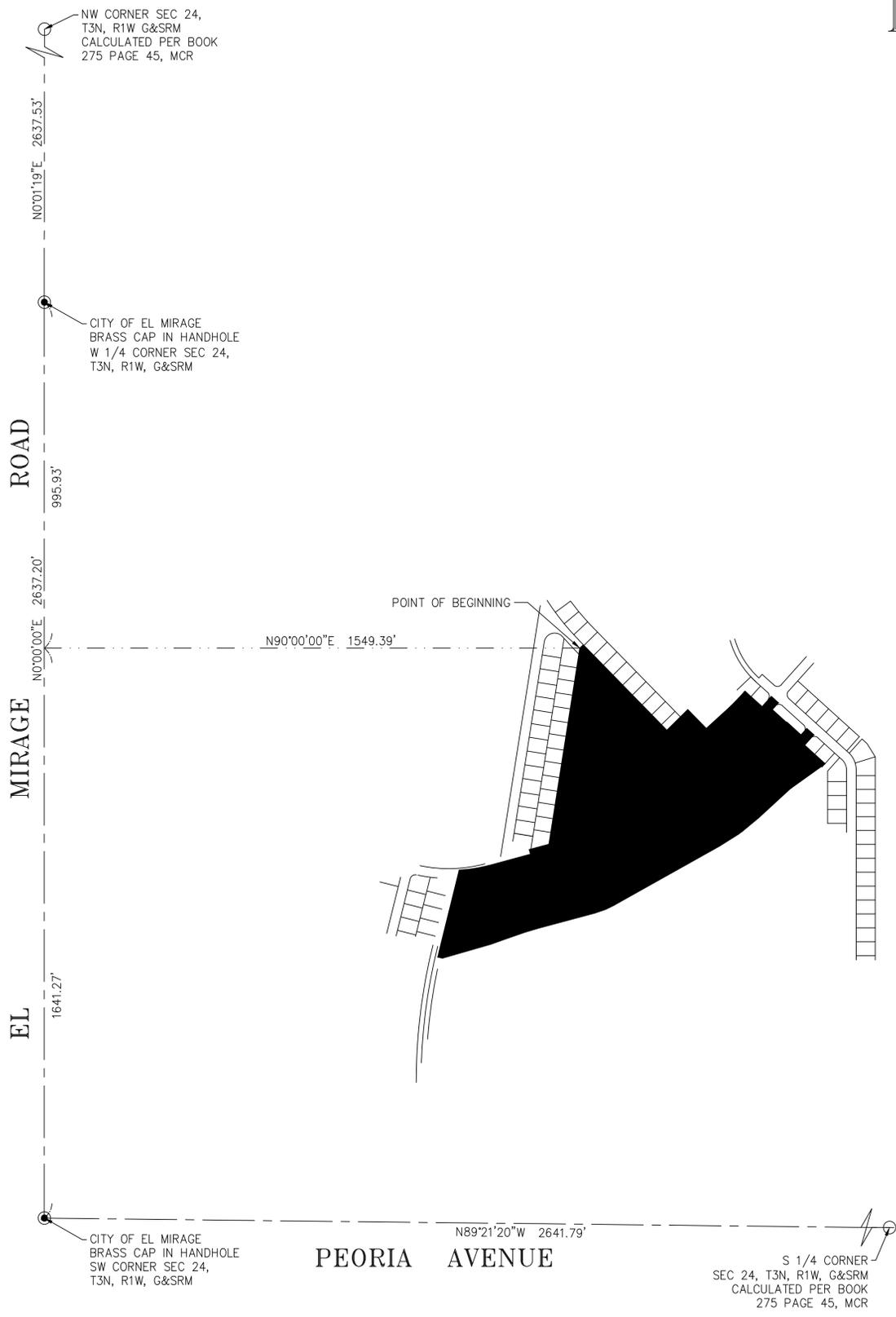
TAC Review: _____

P&Z Meeting: _____

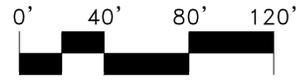
CC Meeting: JUNE 2, 15

Cases which are not active within six (6) months from TAC Review Comments will be considered inactive and closed by staff.

FINAL PLAT OF THE GREENS



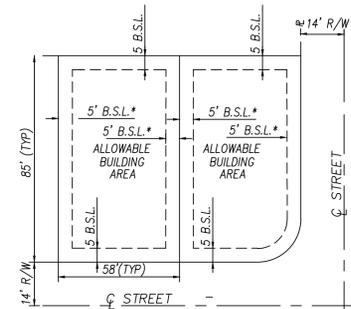
FINAL PLAT OF THE GREENS



LEGEND

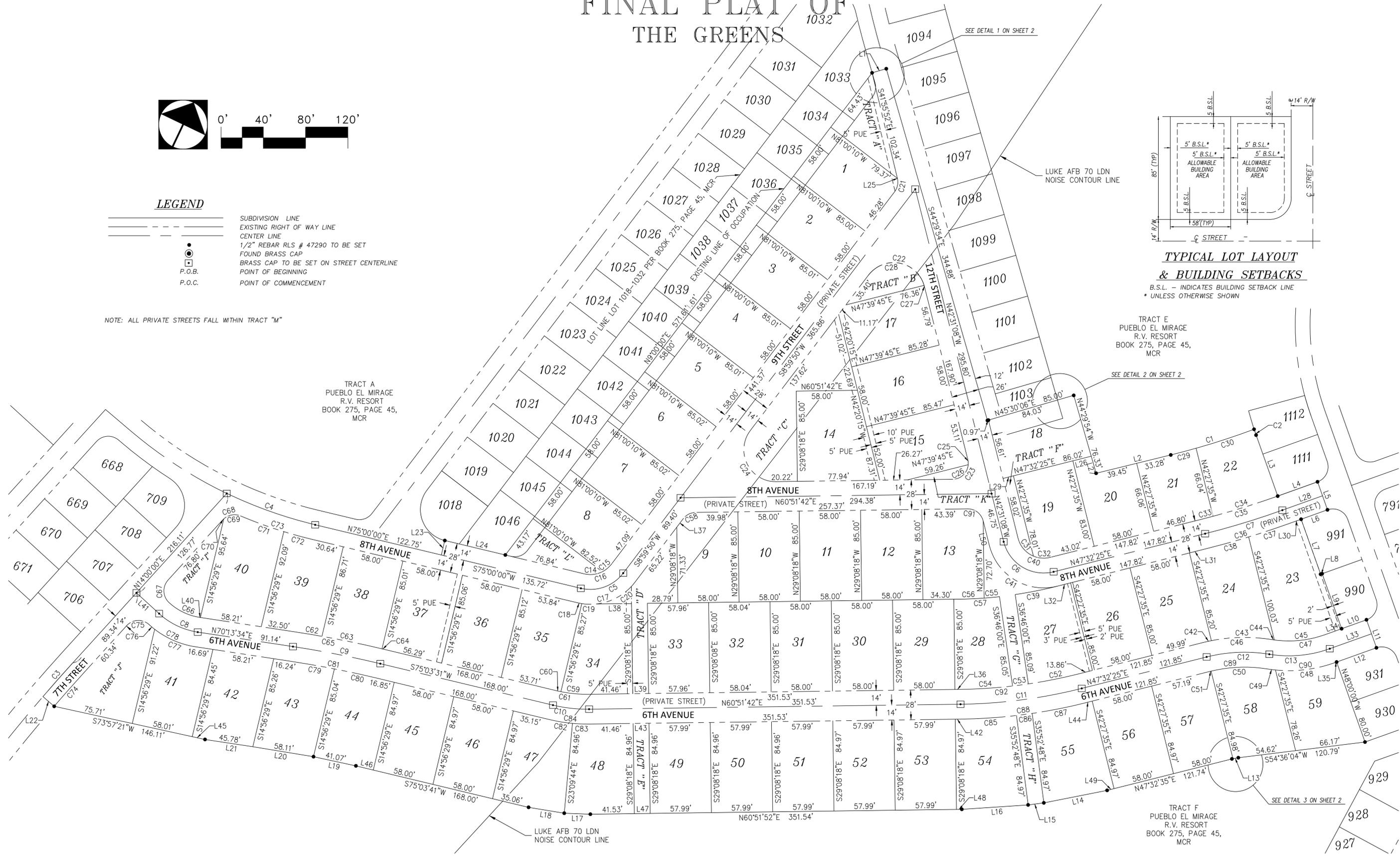
- SUBDIVISION LINE
- EXISTING RIGHT OF WAY LINE
- CENTER LINE
- 1/2" REBAR RLS # 47290 TO BE SET
- FOUND BRASS CAP
- BRASS CAP TO BE SET ON STREET CENTERLINE
- P.O.B.
- P.O.C.

NOTE: ALL PRIVATE STREETS FALL WITHIN TRACT "M"



TYPICAL LOT LAYOUT & BUILDING SETBACKS

B.S.L. - INDICATES BUILDING SETBACK LINE
* UNLESS OTHERWISE SHOWN



TRACT A
PUEBLO EL MIRAGE
R.V. RESORT
BOOK 275, PAGE 45,
MCR

TRACT E
PUEBLO EL MIRAGE
R.V. RESORT
BOOK 275, PAGE 45,
MCR

TRACT F
PUEBLO EL MIRAGE
R.V. RESORT
BOOK 275, PAGE 45,
MCR

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PUEBLO EL MIRAGE R.V. RESORT
 CITY OF EL MIRAGE,
 MARICOPA COUNTY, AZ.

FINAL PLAT
 THE GREENS
 (LOTS 1-59 AND TRACTS A THRU M INCLUSIVE)

No.	Date	Item	Scale	AS SHOWN
			Job #	205018A008
			Date	MAY 2015
			Drawn By	KB
			Checked By	KAM



FINAL PLAT OF THE GREENS

Line Table		
Line #	Direction	Length
L1	N45°30'06"E	14.00'
L2	N47°54'13"E	72.73'
L3	S48°00'00"E	61.00'
L4	N42°00'00"E	40.30'
L5	S48°00'00"E	28.00'
L6	S42°00'00"W	26.50'
L7	S48°00'00"E	55.00'
L8	N42°00'00"E	1.50'
L9	S48°00'00"E	55.00'
L10	N42°00'00"E	25.00'
L11	S48°00'00"E	28.00'
L12	S42°00'00"W	40.00'
L13	N51°37'13"E	5.20'
L14	N50°28'46"E	61.06'
L15	N54°07'12"E	15.00'
L16	N57°50'31"E	62.85'
L17	N63°50'35"E	24.78'
L18	N70°56'53"E	34.18'
L19	N73°45'08"E	41.12'
L20	N70°53'26"E	58.15'
L21	N70°13'44"E	45.73'
L22	N77°30'01"W	14.00'
L23	N15°00'00"W	14.00'
L24	N75°00'00"E	58.89'
L25	S41°55'52"E	0.12'
L26	N47°32'25"E	17.96'
L27	S44°29'54"E	16.70'
L28	N42°00'00"E	40.30'
L29	N47°32'25"E	10.06'
L30	N42°00'00"E	13.80'
L31	S47°32'25"W	18.87'
L32	N47°32'25"E	12.94'
L33	N42°00'00"E	41.88'
L35	S42°00'00"W	1.88'
L36	N60°51'42"E	5.08'
L37	S8°59'50"W	10.08'
L38	N60°51'42"E	33.15'
L39	S60°51'42"W	15.00'
L40	S70°13'34"W	0.44'
L42	S60°51'42"W	5.13'
L43	S60°51'42"W	15.00'
L44	S47°32'25"W	6.66'
L45	N73°57'21"E	12.39'
L46	N75°03'41"E	16.94'
L47	N60°51'52"E	15.00'
L48	N60°51'52"E	5.06'

Line Table		
Line #	Direction	Length
L49	N47°32'35"E	6.72'
L50	N42°31'08"W	23.84'

Curve Table					
Curve	Delta	Radius	Length	Chord Bearing	Chord Dist
C1	6°41'48"	705.88	82.50'	N44°33'19"E	82.46'
C2	1°04'21"	309.63	5.80'	S47°27'50"E	5.80'
C3	1°30'01"	1622.09	42.48'	S13°14'59"W	42.48'
C4	12°09'09"	419.22	88.92'	N81°04'35"E	88.75'
C5	66°00'10"	39.00	44.93'	N41°59'55"E	42.48'
C6	89°56'27"	39.00	61.22'	S87°29'22"E	55.12'
C7	5°32'25"	790.00	76.39'	N44°46'12"E	76.36'
C8	33°46'26"	69.68	41.08'	N87°06'47"E	40.48'
C9	4°49'57"	998.80	84.24'	S72°38'32"W	84.22'
C10	14°11'49"	139.12	34.47'	N67°57'37"E	34.38'
C11	13°19'17"	498.70	115.95'	N54°12'03"E	115.69'
C12	23°15'55"	147.17	59.76'	S59°10'22"W	59.35'
C13	28°48'20"	115.50	58.07'	N56°24'10"E	57.46'
C14	40°07'18"	25.00	17.51'	N54°56'21"E	17.15'
C15	25°52'52"	25.00	11.29'	N21°56'16"E	11.20'
C16	66°00'10"	25.00	28.80'	N41°59'55"E	27.23'
C17	66°00'10"	53.00	61.05'	N41°59'55"E	57.73'
C18	4°30'09"	53.00	4.16'	N72°44'56"E	4.16'
C19	15°04'42"	53.00	13.95'	N62°57'30"E	13.91'
C20	46°25'19"	53.00	42.94'	N32°12'30"E	41.78'
C21	50°55'42"	15.00	13.33'	N16°28'01"W	12.90'
C22	128°29'02"	30.00	67.27'	S73°14'21"W	54.04'
C23	103°22'50"	15.00	27.06'	N9°10'17"E	23.54'
C24	128°08'08"	30.00	67.09'	S55°04'14"E	53.96'
C25	19°00'00"	15.00	4.97'	N33°01'08"W	4.95'
C26	84°22'50"	15.00	22.09'	N18°40'17"E	20.15'
C27	2°18'48"	30.00	1.21'	N43°40'32"W	1.21'
C28	126°10'14"	30.00	66.06'	S72°04'57"W	53.50'
C29	2°00'24"	705.88	24.72'	N46°54'01"E	24.72'
C30	4°41'24"	705.88	57.78'	N43°33'07"E	57.77'
C31	53°06'53"	25.00	23.18'	S69°04'35"E	22.35'
C32	36°49'34"	25.00	16.07'	N65°57'11"E	15.79'
C33	0°49'37"	776.00	11.20'	N47°07'36"E	11.20'
C34	4°42'48"	776.00	63.83'	N44°21'24"E	63.82'
C35	5°32'25"	776.00	75.03'	N44°46'12"E	75.01'
C36	5°32'25"	804.00	77.74'	N44°46'12"E	77.71'
C37	2°45'03"	804.00	38.60'	N43°22'31"E	38.60'
C38	2°47'22"	804.00	39.14'	N46°08'44"E	39.14'
C39	5°49'02"	400.00	40.61'	N50°26'55"E	40.59'
C40	89°56'27"	25.00	39.24'	S87°29'22"E	35.34'
C41	89°56'27"	53.00	83.20'	S87°29'22"E	74.91'
C42	2°50'49"	161.17	8.01'	S48°57'49"W	8.01'
C43	20°25'06"	161.17	57.43'	S60°35'47"W	57.13'
C44	1°26'02"	101.50	2.54'	N70°05'19"E	2.54'
C45	27°22'17"	101.50	48.49'	N55°41'09"E	48.03'
C46	23°15'55"	161.17	65.44'	S59°10'22"W	64.99'

Curve Table					
Curve	Delta	Radius	Length	Chord Bearing	Chord Dist
C47	28°48'20"	101.50	51.03'	N56°24'10"E	50.49'
C48	25°12'10"	129.50	56.96'	N54°36'05"E	56.51'
C49	3°36'10"	129.50	8.14'	N69°00'15"E	8.14'
C50	22°55'04"	133.17	53.27'	S59°20'48"W	52.91'
C51	0°20'51"	133.17	0.81'	S47°42'50"W	0.81'
C52	5°41'29"	484.70	48.15'	N50°23'09"E	48.13'
C53	1°46'24"	484.70	15.00'	N54°07'06"E	15.00'
C54	5°51'24"	484.70	49.55'	N57°56'00"E	49.52'
C55	2°04'44"	399.71	14.50'	N56°25'24"E	14.50'
C56	3°23'56"	399.71	23.71'	N59°09'44"E	23.71'
C57	5°28'40"	399.71	38.21'	N58°07'22"E	38.20'
C58	51°51'52"	15.00	13.58'	S34°55'46"W	13.12'
C59	12°13'49"	125.12	26.71'	N66°58'36"E	26.66'
C60	1°58'00"	125.12	4.29'	N74°04'31"E	4.29'
C61	14°11'49"	125.12	31.00'	N67°57'37"E	30.92'
C62	1°27'10"	1012.80	25.68'	S70°57'09"W	25.68'
C63	3°16'59"	1012.80	58.03'	S73°19'13"W	58.03'
C64	0°05'48"	1012.80	1.71'	S75°00'37"W	1.71'
C65	4°49'57"	1012.80	85.42'	S72°38'32"W	85.40'
C66	33°49'59"	55.68	32.88'	N87°08'33"E	32.41'
C67	89°56'27"	15.00	23.55'	S30°58'14"E	21.20'
C68	70°22'50"	15.00	18.43'	S49°11'25"W	17.29'
C69	64°30'27"	15.00	16.89'	S52°07'36"W	16.01'
C70	5°52'23"	15.00	1.54'	S16°56'11"W	1.54'
C71	5°45'34"	433.22	43.55'	N81°30'03"E	43.53'
C72	3°37'16"	433.22	27.38'	N76°48'38"E	27.37'
C73	9°22'50"	433.22	70.93'	N79°41'25"E	70.85'
C74	1°30'01"	1608.09	42.11'	S13°14'59"W	42.11'
C75	90°01'28"	15.00	23.57'	S59°00'44"W	21.22'
C76	4°43'56"	83.68	6.91'	S78°21'58"E	6.91'
C77	29°02'30"	83.68	42.42'	N84°44'49"E	41.96'
C78	33°46'26"	83.68	49.33'	N87°06'47"E	48.62'
C79	2°26'16"	984.80	41.90'	S71°26'42"W	41.90'
C80	2°23'41"	984.80	41.16'	S73°51'40"W	41.16'
C81	4°49'57"	984.80	83.06'	S72°38'32"W	83.04'
C82	8°13'27"	153.12	21.98'	N70°56'48"E	21.96'
C83	5°58'22"	153.12	15.96'	N63°50'53"E	15.96'
C84	14°11'49"	153.12	37.94'	N67°57'37"E	37.84'
C85	5°54'19"	512.70	52.84'	N57°54'33"E	52.82'
C86	1°40'35"	512.70	15.00'	N54°07'06"E	15.00'
C87	5°44'24"	512.70	51.36'	N50°24'37"E	51.34'
C88	13°19'17"	512.70	119.20'	N54°12'03"E	118.94'
C89	23°15'55"	133.17	54.07'	S59°10'22"W	53.70'
C90	28°48'20"	129.50	65.11'	N56°24'10"E	64.42'
C91	76°37'10"	15.00	20.06'	N80°49'43"W	18.60'
C92	13°19'17"	484.70	112.69'	N54°12'03"E	112.44'

CITY OF EL MIRAGE
2015 MAY 14 AM 12:19
PLANNING & ZONING CASE APPLICATION

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply): CASE NO: _____

- | | |
|---|--|
| <input type="checkbox"/> Major General Plan Amendment | <input type="checkbox"/> Minor General Plan Amendment |
| <input type="checkbox"/> Rezoning (Map Amendment) | <input type="checkbox"/> Zoning Text Amendment |
| <input type="checkbox"/> Planned Area Development (PAD) | <input type="checkbox"/> PAD Amendment |
| <input type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Variance(s) from Zoning Text | <input type="checkbox"/> Administrative Appeal |
| <input type="checkbox"/> Subdivision Preliminary Plat | <input checked="" type="checkbox"/> Subdivision Final Plat |

PROPERTY INFORMATION:

Property Address/Location: 11201 N. El Mirage Rd.

Assessor's Parcel Number: 54 86 508B

APPLICANT / OWNER INFORMATION:

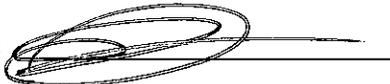
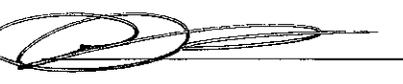
Applicant: Pueblo El Mirage Owner: Nina Roberts

Address: 11201 N. El Mirage Rd. Address: 8360 E. Reintree Dr. #200

City/ST/Zip: El Mirage, AZ 85385 City/ST/Zip: Scottsdale, AZ 85260

Phone: 480 425 9696 Phone: 480 425 9696

Email: _____ Email: nroberts@robertsresorts.com

Signature:  Signature: 

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

**DEVELOPMENT
APPLICATION
REQUIREMENTS**

- Planning & Zoning Application Form
- Project Narrative
- Site Plan
- Exterior Elevations
- Drainage Statement
- Traffic Impact Study
- Filing Fee (\$500.00)

- Planning & Zoning Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- Drainage Report
- A.L.T.A. Survey
- Phase I Environmental Site Assessment
- Preliminary Landscape Plans
- Filing Fee (see latest fee schedule)

Official Use:

Date Received: May 14, 15

TAC Review: _____

P&Z Meeting: _____

CC Meeting: JUNE 2, 15

Cases which are not active within six (6) months from TAC Review Comments will be considered inactive and closed by staff.

NGR DEVELOPMENT, INC,
8350 E. RAIN TREE DR STE 220
SCOTTSDALE, AZ 85260

WELLS FARGO BANK, NA
SUN CITY, AZ 85351
91-5271/1221

3911

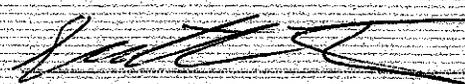
5/13/2015

PAY TO THE ORDER OF **City of El Mirage**

\$ ****1,590.00**

One Thousand Five Hundred Ninety and 00/100***** DOLLARS

City of El Mirage
PO Box 1088
El Mirage, AZ 85335



MEMO

⑆003911⑆ ⑆122105278⑆ ⑆3279578946⑆

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/13/2015	Bill	Development App	1,590.00	1,590.00		1,590.00
					Check Amount	1,590.00

Wells Fargo Checking

1,590.00

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/13/2015	Bill	Development App	1,590.00	1,590.00		1,590.00
					Check Amount	1,590.00

Wells Fargo Checking

1,590.00

PAYMENT
RECORDED

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>05/26/2015</u>	TYPE OF ACTION: <input checked="" type="checkbox"/> RESOLUTION # <u>R15-06-11</u>	SUBJECT: Public hearing, closure of public hearing, followed by consideration and action to approve Resolution R15-06-11 setting miscellaneous fees and service charges.
DATE ACTION REQUESTED: <u>06/02/2015</u>	<input type="checkbox"/> ORDINANCE # _____	
<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	<input type="checkbox"/> OTHER: _____	

TO: Mayor and Council
FROM: Robert A. Nilles – Finance Director
RECOMMENDATION: Adopt Resolution R15-06-11 setting miscellaneous fees and service charges.
PROPOSED MOTION: I move to adopt Resolution R15-06-11 setting miscellaneous fees and service charges.
ATTACHMENTS: Resolution R15-06-11; FY 2015-16 Proposed Fee Schedule

DISCUSSION: At the March 17, 2015 Council meeting a presentation of recommended miscellaneous fees and service charges was presented to Council. Council adopted a notice of intent to change fees and set a public hearing for on or after May 19, 2015. Miscellaneous user fees are reviewed annually during the budget process to ensure fees are set properly and to add or delete fees as needed. User fees are charged to provide certain services. These fees are set at an amount sufficient to ensure full cost recovery and not be subsidized from general revenues.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Finance Director:


 Robert Nilles

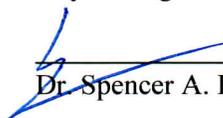
5/28/15
 Date

Approved as to form:


 Robert M. Hall, City Attorney

5/28/15
 Date

City Manager:


 Dr. Spencer A. Isom

5/28/15
 Date

RESOLUTION R15-06-11

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE CITY OF EL MIRAGE, ARIZONA SETTING FEES AND
SERVICE CHARGES**

WHEREAS, the City of El Mirage has reviewed and updated its fees and charges; and

WHEREAS, the written report of the updated fees and charges has been properly posted for the required period in accordance with ARS Section 9-499.15,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of El Mirage:

- Section 1. That the Fees and Service Charges, attached hereto as Exhibit "A" are hereby adopted, and
- Section 2. Adopted fees will become effective July 1, 2015.

PASSED AND ADOPTED by the Mayor and Common Council of the City of El Mirage, Arizona, this 2nd day of June, 2015.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert Hall, City Attorney

City Of El Mirage, AZ
 Exhibit - A - Comprehensive Fee Schedule
 Effective July 1, 2015

LEGEND		RED FONT = PROPOSED NEW/CHANGED FEE		
FEE TYPE	DESCRIPTION	UNIT OF MEASURE	FY2014-15	FY2015 -16 Proposed
GENERAL FEES				
COPIES				
	Black and White			
	8.5 x 11	Per Page	\$0.50	\$0.50
	8.5 x 14	Per Page	\$0.75	\$0.75
	11 x 17	Per Page	\$0.90	\$0.90
	Color			
	8.5 x 11	Per Page	\$1.00	\$1.00
	8.5 x 14	Per Page	\$1.50	\$1.50
	11 x 17	Per Page	\$1.80	\$1.80
	Paper Copy of Annual Budget	Each	\$75	\$75
	Paper Copy of Comprehensive Annual Financial Report (CAFR)	Each	\$50	\$50
	Paper Copy of Annual Capital Improvement Plan	Each	\$25	\$25
MISCELLANEOUS				
	Non-Sufficient Funds Check	Each	\$25	\$25
	Notary Public	Per Signature	\$2	\$2
	Standard Hourly Rate - Research	Per Hour	\$60	\$60
	General Merchandise	Varies		\$0-\$100
LICENSE FEES				
	Business License	Annual	\$100	\$100
	City Sales Tax Permit	Annual	\$15	\$15
	Massage Therapist License	Annual	\$2,000	\$2,000
	Mining License	Annual	\$2,000	\$2,000
	Commercial Rental Property	Annual	\$100	\$100
	Residential Rental Property	Annual	\$0	\$0
	Residential Rental Property (each additional)	Annual	\$0	\$0
	Sexually Oriented Business	Annual	\$2,000	\$2,000
	Special Events	Per Event	\$65	\$65
	Change/Update Bus. License	As Needed	\$25	\$25
	Delinquent Fee	As Needed	10% of license	10% of license
	Peddler's License	Per Quarter/Annual	\$25/\$100	\$25/\$100
	Liquor License	Each	Same amount as AZ Department of Liquor Fees	Equal to total fees paid to Arizona Dept of Liquor in previous 12 months
CITY SALES TAX RATES				
	Retail Sales	Per \$1 Transacted	3%	3%
	Restaurant/Bar	Per \$1 Transacted	3%	3%
	Lodging	Per \$1 Transacted	5%	5%
	Utilities	Per \$1 Transacted	3%	3%
	Telecomm	Per \$1 Transacted	3%	3%
	Contracting	Per \$1 Transacted	3%	3%
	Use Tax	Per \$1 Transacted	3%	3%
CLERK				
	Public Record Requests	Per Page	\$0.50	\$0.50
	Public Record Requests - recording	Each	\$10	\$10
	Agenda Subscription	Each	\$60	\$60
	Regular/Special Council Meeting Minutes	Each	\$120	\$120
	Appeal - Notice of Violation	Each	\$10	\$10
	Pro/Con Argument Submissions for Election	Each	\$75	\$75
	Publicity Pamphlets	Each	\$75	\$75
RENTAL FEES				
COMMUNITY GARDEN				
	Garden Box 17' x 4'	Annual/Each	\$40	\$40
	Garden Box 17' x 8'	Annual/Each	\$80	\$80
	Farmer's Market Space Rental (10' x 10')	Each	\$25	\$25

RAMADAS	Charged to the general public for use of Ramada space at designated times.		Residents \$15/\$30/\$50 Non-Resident \$30/\$60/\$100	Residents \$15/\$30/\$50 Non-Resident \$30/\$60/\$100
	Reservation and Cleanup Deposit	Per Hour Each	\$150	\$150
SPORTS FIELDS	Charged to the general public/groups/organizations for guaranteed playing space.		Residents \$30 Non-Residents \$60 With Lights Add \$25	Residents \$30 Non-Residents \$60 With Lights Add \$25
	Reservation and Cleanup Deposit	Per Hour Each	\$150	\$150
CONTRACTED SERVICE FEES (CLASSES)	These percentage fees are charged to organizations for use of city facilities and parks.	20%-30% of registration fee	Varies depending on enrollment	Varies depending on enrollment
FACILITIES				
	FIRE TRAINING ROOM	Per Hour	Resident - \$50 Non-Resident \$100	Resident - \$50 Non-Resident \$100
	Supervision/Personnel	Per Hour	\$50	\$50
	Reservation & Cleanup Deposit	Each	\$200	\$200
	POLICE TRAINING ROOM	Per Hour	Resident - \$50 Non-Resident \$100	Resident - \$50 Non-Resident \$100
	Supervision/Personnel	Per Hour	\$50	\$50
	Reservation & Cleanup Deposit	Each	\$200	\$200
	SENIOR CENTER			
	Main Room	Per Hour	Resident - \$50 Non-Resident \$100	Resident - \$50 Non-Resident \$100
	Multi-purpose South Room	Per Hour	Resident - \$35 Non-Resident \$85	Resident - \$35 Non-Resident \$85
	Classroom Only	Per Hour	Resident - \$25 Non-Resident \$75	Resident - \$25 Non-Resident \$75
	Kitchenette (with room or center rental)	Per Hour	Resident - \$10 Non-Resident \$20	Resident - \$10 Non-Resident \$20
	Supervision/Personnel	Per Hour	\$50	\$50
	Reservation & Cleanup Deposit	Each	\$200	\$200
WAYFINDING SIGNS				
	Initial Fee	Per Placard	\$500	\$500
	Renewal Fee	Annually Per Placard	\$250	\$250
SPECIAL EVENT FEES				
GENTRY PARK				
	Vendor Participation	Each	\$20	\$20
	Copper Sponsor	Each	\$45	\$45
	Bronze Sponsor	Each	\$100	\$100
	Silver Sponsor	Each	\$200	\$200
	Gold Sponsor	Each	\$375	\$375
	Platinum Sponsor	Each	\$750	\$750
	Presenting Sponsor	Each	\$1,500	\$1,500
GATEWAY PARK				
	Vendor Participation	Each	\$45	\$45
	Copper Sponsor	Each	\$85	\$85
	Bronze Sponsor	Each	\$200	\$200
	Silver Sponsor	Each	\$400	\$400
	Gold Sponsor	Each	\$750	\$750
	Platinum Sponsor	Each	\$1,500	\$1,500
	Presenting Sponsor	Each	\$3,000	\$3,000
FIRE FEES				
FIRE FEES				
OPERATIONAL PERMITS				
	Aerosol products	Annual	\$50	see Gases
	Aviation Facilities	Annual	\$50	deleted
	Amusement Buildings	Per Submittal	\$300	\$150
	Battery Systems	Each	\$50	\$50
	Carnivals & Fairs	Per Submittal	\$200	\$200

Cellulose Nitrate Film	Annual	\$50	see HazMat
Combustible Fiber Storage	Annual	\$50	see Combustibles
Combustibles-use/storage/manufacture	Annual		\$50
Compressed Gases	Annual	\$50	see HazMat
Covered Mall Buildings	Annual	\$100	deleted
Cryogenic Fluids	Annual	\$50	see HazMat
Cutting & Welding	Annual	\$50	\$50
Dry Cleaning Plants	Annual	\$50	see HazMat
Exhibits & Trade Shows	Annual	\$200	\$200
Explosives	Per Submittal	\$50	\$50
Fire Hydrants/Valves Operation or Use	Per Submittal	\$50	\$50
Fire Protection Contractor	Annual	\$75	\$0
Flammable/Combustible Liquids (storage, handle, use)	Annual	\$250	\$250
Floor Finishing	Annual	\$50	\$50
Fruit Ripening	Annual	\$50	see Gases
Fumigation/Thermal Insecticidal Fogging	Per Submittal	\$75	see Gases
Gases-use/storage/manufacture	Annual		\$50
Hazardous Materials		\$150 - \$300	
Group 1	Annual		\$100
Group 2	Annual		\$200
Group 3	Annual		\$300
Hazardous Production Material Facility	Annual	\$500	deleted
High Piled Combustible Storage	Annual	\$50	\$50
Hot Work Operations	Per Submittal	\$50	\$50
Industrial Ovens	Annual	\$50	\$50
LPG Storage, use, handle, dispense	Annual	\$50	\$50
LPG Exchange Station	Annual	\$50	\$50
Magnesium Working	Annual	\$50	see HazMat
Misc. Combustible storage >2,500 cu. Ft.	Annual	\$50	see Combustibles
Open Burning	Per Submittal	\$50	\$50
Open Flames	Per Submittal	\$50	\$50
Organic coatings	Annual	\$50	see HazMat
Places of Public Assembly	Annual	\$100	deleted
Pyrotechnic Special Effects	Per Submittal	\$300	\$300
Pyroxylin Plastics	Annual	\$50	see HazMat
Refrigeration Equipment	Annual	\$50	\$50
Repair garages & Motor Fuel dispensing Facilities	Annual	\$50	\$50
Rooftop Heliports	Annual	\$50	deleted
Spraying or Dipping Operations	Annual	\$50	\$50
Storage of Scrap Tires & By Products	Annual	\$50	\$50
Temporary Membrane Structures & Canopies	Per Submittal	\$80	\$80
Tire Rebuilding Plants	Annual	\$50	\$50
Waste handling	Annual	\$50	\$50
Storage of Wood Products >200 Cu. Ft.	Annual	\$50	\$50

CONSTRUCTION PERMITS

Fire Alarm Systems		\$450	
New Installs:	Per Submittal		
5,000 square feet or less	Per Submittal		\$300
5,001 - 10,000 square feet	Per Submittal		\$400
10,001 - 50,000 square feet	Per Submittal		\$500
50,001 - 100,000 square feet	Per Submittal		\$700
100,000 - 150,000 square feet	Per Submittal		\$1,000
Over 150,000 square feet	Per Submittal		\$1,500
Modifications:	Per Submittal		
1 - 5 devices	Per Submittal		\$100
6 - 20 devices	Per Submittal		\$150
21 - 50 devices	Per Submittal		\$200
Over 50 devices	Per Submittal		\$300
Replacement:	Per Submittal		
New Control Panel	Per Submittal		\$150
Other	Per Submittal		\$150
Fire Sprinkler Systems 13 & 13R		\$375	
New Installs:	Per Submittal		
5,000 square feet or less	Per Submittal		\$300
5,001 - 10,000 square feet	Per Submittal		\$400
10,001 - 50,000 square feet	Per Submittal		\$500
50,001 - 100,000 square feet	Per Submittal		\$700
100,000 - 150,000 square feet	Per Submittal		\$1,000
Over 150,000 square feet	Per Submittal		\$1,500
Modifications:	Per Submittal		
1 - 5 devices	Per Submittal		\$100
6 - 20 devices	Per Submittal		\$150

21 - 50 devices	Per Submittal		\$200
Over 50 devices	Per Submittal		\$300
Fire Sprinkler System - Residential			
New Install or Modification	Per Submittal		\$100
Alternative Suppression Systems			
New:			
Water/Foam/CO2/Clean Agent etc.	Each		\$200
Commercial Cooking:			
Initial	Each		\$150
Additional	Each		\$75
Modifications	Each		\$100
Fire Pump:		\$150	
New	Per Submittal		\$500
Modification/Replacement	Per Submittal		\$100
Private Fire Protection Systems:			
New	Per Submittal		\$200
Modification (includes fire lines)	Per Submittal		\$100
Fire Flow test	Per Request	\$50	\$100
Fire Department Permanent Access:			
New:			
Fire Lane Markings			\$50
Address Directory			\$50
Automatic Access Gates			\$100
Manual Access Gates			\$50
Walk thru Access Gates			\$50
Install Knox Box			No Charge
Modifications:			
To Any Listed Above			\$100
Access Roads			\$100
New Install:			
First Tank	Each		\$250
Additional Tanks	Each		\$100
Modification	Per Submittal		\$100
New Fuel Tank:			
Up to 120 Gallons	Each		\$100
Over 120 Gallons	Each		\$100
Removal:	Each		
First Tank	Each		\$200
Additional Tanks	Each		\$100
Hazardous Materials			
Inventory Sheet Assessment (1 hour min.)	Per Review		\$100 p/h
Management Plan Assessment (1 hour min.)	Per Review		\$100 p/h
New - HazMat container or process	Per Review	\$100-\$500	\$200
Each Additional	Per Review		\$100
Hazardous Materials	Per Submittal	\$211	\$211
Industrial ovens	Each	\$50	\$50
LP- Gas	Per Tank	\$217	
New Install - For Exchange	Each		\$100
New Install - Stored for Use or Sale	Each		\$100
New - LP Gas System	Per Submittal		\$300
Residential Pool/Spa	Per Submittal		\$50
Spraying or Dipping Operations	Per Booth	\$150	
New Install -Room/Booth/Tank	Each		\$250
Modification	Per Submittal		\$100
Compressed Gases		\$250	
New Install			
Under 400 lbs	Each		\$150
Over 400 lbs	Each		\$300
Modification	Per Submittal		\$100
Other Permit Fees			
High Piled Storage Review	Per Submittal	\$50	\$100
Firefighter Air System (FAS)	Per Submittal		\$300
Standpipe Systems	Per Submittal	\$50	\$50
MISCELLANEOUS FEES			
False Alarms			
	After 2nd	\$150	\$150
	After 5th	\$340	\$340
	After 9th	\$700	\$700
Advanced Life Support Transports	Per Incident	\$84	\$84
CPR Fees	Per Class	Resident: \$10 Non-Resident: \$36	Resident: \$10 Non-Resident: \$36

Citywide GIS Data	Per Data Set	\$65	\$65
Maps:			
8.5 x 11	Each	\$2	\$2
11 x 17	Each	\$4	\$4
18 x 24	Each	\$10	\$10
24 x 36	Each	\$20	\$20
36 x 48	Each	\$40	\$40

COMMUNITY DEVELOPMENT			
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Address Assignment	Per Request	\$50	\$50
Administrative Appeal	Per Appeal	\$100	\$100
Annexation/Deannex	Per Annexation	\$1,500	\$1,500
Appeal to P&Z/Council	Per Appeal	\$1,000	\$1,000
Comp Sign Package	Per Request	\$1,000	\$1,000
Conditional Use Permit	Per Request	\$1,450	\$1,450
Continuance Request	Per Continuance	\$250	\$250
Development Agreement	Per Request	All Legal Costs	All Legal Costs
Final Plat	Per Plat	\$1,000+10/lot	\$1,000+10/lot
General Plan Amend [Maj]	Per Request	\$1,500	\$1,500
General Plan Amend [min]	Per Request	\$1,000	\$1,000
Group Home Request	Per Request	\$200	\$200
Landscaping Review	Per Sheet	\$200	\$200
Map Amendment - C	Per Request	\$1,500	\$1,500
Map Amendment - I	Per Request	\$1,500	\$1,500
Map Amendment - R	Per Request	\$1,500	\$1,500
PAD Amendment [M]	Per Request	\$1,000	\$1,000
PAD Amendment [m]	Per Request	\$500	\$500
PAD Overlay & Plan	Per Request	\$1,500	\$1,500
Planner Consultation	Per 1/2 Hour	\$50	\$50
Technical Advisory Committee Review	Per Request	\$500	\$500
Preliminary Plat	Per Plat	\$1,000+10/lot	\$1,000+10/lot
Site Plan Amend [M]	Per Request	\$1,000	\$1,000
Site Plan Amend [m]	Per Request	\$500	\$500
Site Plan Review	Per Request	\$1,450	\$1,450
Street Name Change	Per Request	\$1,000-\$1,500	\$1,000-\$1,500
Subdivision Variance	Per Request	\$1,000 each	\$1,000 each
Temporary Use Permit	Per Request	\$100	\$100
Zoning Text Amendment	Per Request	\$1,500	\$1,500
Zoning Certification	Per Request	\$100	\$100
Zoning Variance [R/C]	Per Request	\$250/\$1,000	\$250/\$1,000
Electronic Billboards	Each	\$0	\$6,000
Special Event Permit:			
Minor	Each	\$0	\$25 No Street/Parking Lot Closure
Major	Each	\$0	\$50 Street/Parking Lot Closure
Accessory Structure <120 Sq. Ft.(e.g. sheds)	Each	\$25	\$25
Accessory Structures > 120 sq. ft.	Each		BOV
Appeal hearing Application	Per Request		\$300
Certificate of Occupancy:			
C. of Completion (no Occupancy)	Per Building	\$50	\$50
Temporary C/O	Each	\$200 first 30 day period \$400- 31-60 Days \$ 1,000 -61-90 Days	\$200 first 30 day period \$400- 31-60 Days \$ 1,000 -61-90 Days
Commercial C/O	Per Building	\$200	\$200
Residential	Per House	\$100	\$100
Multi-Family	Per Building	\$100	\$100
Commercial Construction			
New Construction	Per Building	Based on Value (BOV) 80% of Calculated Value	Based on Value (BOV) 80% of Calculated Value
Shell/Grey Building	Per Building	Value	80% of Calculated Value
Vanilla Shell	Per Submittal	\$20	BOV of \$20 p/sq.ft.
Demolition:			
Assessor Structures	Per Building	\$25	\$25
Single Family Dwelling	Per House	\$150	\$150
Commercial Bldg.	Per Building	\$200	\$200
Electrical			
Clearance w/o repair	Each	\$30	\$30
Commercial, new construction	Each		
		15% permit fee- Comm.	15% permit fee- Comm.

Repair or new panel <200 amps	Each	\$50	\$50
200-1,000 amps	Each		\$100
Over 1,000 amps	Each		\$200
Temporary Power	Each	\$100	\$100
Fence			
Chain link, wood, iron	per request	\$5 per lin ft.	BOV of \$2 per lin ft.
Masonry/ retaining	per request	\$7 per lin ft.	BOV of \$5 per lin ft.
Add to existing height	per request	\$2 per lin ft.	BOV of \$2 per lin ft.
Fire/ Water restoration			
			BOV
Flag Poles over 30 feet	Each	\$25	\$35
Gas Line: New	Each	\$50	\$50
Repair Only	Each	\$30	\$35
Gas Test/ Clearance only	Each	\$30	\$35
HVAC / Mechanical			
Commercial, new construction	Per Submittal	15% permit fee- Comm.	15% permit fee- Comm.
Residential new construction	Per Submittal	\$50	\$50
W/O ductwork (Res. Unit replacement)	Each	\$25	\$35
Other Than Residential - Unit Replacement	Each	\$80	\$100
Inspections			
Residential Electrical, Mechanical, Plumbing (MPE)	Each	\$50	\$50
	Each	15% permit fee- Comm.	15% permit fee- Comm.
Commercial, new construction (MPE)			
After Business Hours	Per Request	\$75 (Min. 2 hrs.)	\$100 (Min. 2 hrs.)
3rd Party Inspections	Each	Actual cost	Actual cost
Reinspection fee (after 2 failures)	Each	2 day wait	\$75
Manufactured Housing & Pre-fabricated Structures:			
Mobile Home, Park Model >400 sq.ft..	Each	\$ 300 * (+MPE) \$ 4.50 per lin. .ft. (+MPE)*	\$ 350 (+MPE)*
Commercial FBB	Each		\$600 (+MPE)*
Residential FBB	Each	\$600 * (+MPE)	\$600 * (+MPE)
Accessory garages, carports, storage	Each	\$ 100 set up fee	BOV
*Fees established by the IGA with the Office of Manufactured Housing			
Patio/ Deck/ Ramada/ Gazebo	Each	BOV of \$12 p/sq.ft.	BOV of \$10 p/sq.ft.
Metal patio or awning	Each	BOV of \$8 p/sq.ft.	BOV of \$7 p/sq.ft.
standing	Each	BOV of \$5 p/sq.ft..	BOV of \$5 p/sq.ft.
Permit Extension	Per Request	25% of permit fee	25% of permit fee
Permit Expedited	Per Request	2 X permit fee	2 X permit fee
Permit Reactivation of expired	Per Request	50% of permit fee	50% of permit fee
Plan Review	Per Submittal	65% of permit fee	65% of permit fee
		\$75 per hour (Min. 1 hr.)	\$100 per hour (Min. 1 hr.)
Change/ revisions to approved plans	Each		
Deferred Submittals			
Residential	Per Submittal	\$100	\$100
Commercial	Per Submittal	\$250	\$250
Expedited Plan Review	Each	2x fee (in 1/2 time)	2x fee (in 1/2 time)
Residential site plans (in development)	Each	\$50	\$50
Standard Plans:			
Alum. Patio Covers/Carports	Per Submittal/code cycle	\$75	\$75
Houses	Per Submittal/code cycle	BOV review fee	BOV review fee
MH Installation Details	Per Submittal/code cycle	\$100	\$100
Pools and spas	Per Submittal/code cycle	\$100	\$100
Solar- PV or WH	Per Submittal/code cycle	\$100	\$100
Annual Renewal	Per Submittal		\$35
Plumbing			
Commercial, new construction	Per Submittal	15% of permit fee	15% of permit fee
Residential, new construction	Per Submittal	\$50	\$50
Repair	Each	\$35	\$35
Pools and Spas:			
In Ground pool	Per Submittal	\$300	\$300
Spa (in ground)	Per Submittal	\$75	\$75
Pool site review (std plans on file)	Each	\$50	\$50
Semi-public pool	Per Submittal	\$300	\$500
Review w/o Std Plans on file		BOV	BOV
		Refund of 80% permit fee	
Refunds	Per Submittal	fee	Refund of 80% permit fee
Relocation of Building (Inspect. Req'd)	Each	\$200 (+MPE fees)	\$500 (+MPE fees)
Residential, new construction		BOV	BOV
Room Addition	Each	\$25	BOV of \$25 p/sq.ft.
Enclosure with glass or screens	Each		BOV of \$15 p/sq.ft.
Unfinished basement	Each	\$15	BOV of \$15 p/sq.ft.
Conversion of exist. space to livable	Each	\$15	BOV of \$15 p/sq.ft.
Roof Replacement			

Shingles or tile only	Per Project		\$25
Sheathing	Per Project		\$50
Solar PV Systems			
Commercial	Per Submittal	BOV	BOV
Residential	Per Submittal	BOV or \$300 w/std plans	BOV or \$300 w/std plans
Stucco- house or accessory structure	Per Project	\$30	\$35
Sustainable/ Green/ Energy			
Green Energy Build –Admin. Doc. Fee	Each	\$250	\$250
Greywater irrigation system	Per Submittal	\$100	\$100
Each			
LEED Certified- Admin. Documentation Fee		\$250	\$500
Wind Turbine	Per Submittal	\$150	\$150
Temporary Structures/Power:			
Temp. Construction trailer	Each	\$200	\$200
Temp. Electrical/Generator	Each	\$40	\$50
Tenant Improvement:			
Tenant Improvement- Office/Mercantile.	Per Submittal	\$20	BOV of \$20 p/sq.ft.
Tenant Improvement- Restaurant or Medical	Per Submittal	\$30	BOV of \$40 p/sq.ft.
Tenant Improvement- Vanilla Shell	Per Submittal	\$20	BOV of \$20 p/sq.ft.
Water heater:			
Replacement- gas or electric	Each	\$25	\$25
Solar	Each	BOV or \$100 w/std plans	BOV or \$100 w/std plans
Tankless	Each	\$25	\$25
Work Started w/o permits	Each	Double permit fee	Double permit fee
***All other projects not included	Each	Actual Stated Value	BOV

ADAPTIVE REUSE- SPECIAL CONDITION FEES

Conversion of existing residential to Live/Work unit	Each	\$ 100 flat fee	\$ 100 flat fee
Conversion of existing Commercial to Live/Work unit	Each	\$ 250 flat fee	\$ 250 flat fee
Permits by Inspection (no plans-residential live/work only)	Per Project	\$150	\$150
Consultation prior to Permit by Inspection	Per Project	No charge	No charge

SIGNS

0-32 sq.ft.	Each	\$50	\$60
33- 48 sq.ft..	Each	\$75	\$90
Over 48 sq.ft..	Each	\$125	\$150
Monument/ Pylon	Each	Based on Actual Value	BOV
Electrical Connection	Each	\$40	\$50
Face Panel Change out only	Each	\$25	\$25
Temporary Banner (30 days)	Each	\$30	\$40

ENGINEERING

Commercial:

Plan Review	Per Sheet	\$200	\$200
Report Review	Each	\$600	\$600
At Risk Grading/Drainage Permit	Each	150% of actual grading/drainage permit cost	150% of actual grading/drainage permit cost
Haul Permit	Each	\$300	\$300
Permit	Each	3.5% of actual contract construction costs	3.5% of actual contract construction costs

Residential:

Application Review	Each	\$0	\$25
Permit	Each	\$0	\$50

Pavement less than 3 years old:

Less than 5 SY	SY	\$0	\$330/SY
5 to 100 SY	SY	\$0	\$1,650 + \$18/SY over 5
Greater than 100 SY	SY	\$0	\$3,360 + \$14/SY over 100

Pavement 3 - 10 years old:

Less than 5 SY	SY	\$0	\$165/SY
5 to 100 SY	SY	\$0	\$825 + \$9/SY over 5
Greater than 100 SY	SY	\$0	\$1,680 + \$7/SY over 100

CITY COURT FEES

Copy of Record	Per Case	\$17	\$17
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Court Technology/Security	Per Case	\$25	\$25
Default Fee	Per Charge	\$40	\$40
		Same as Maricopa	
Jail Cost Reimbursement	Based on Sentence	County Jail Per Diem Rates	Same as Maricopa County Jail Per Diem Rates
Research Fee	Per Case	\$17	\$17
Time Payment	Per Case	\$20	\$20
Warrant	Each	\$200	\$200

POLICE FEES

Impound	Each	\$150	\$150
Public Records Release	Each	\$0	\$0
Police Reports - Victims of a criminal offense receive 1 free copy	Each - 20 or less pages	\$5	\$5
	Per page over 20 pages	\$0.20	\$0.20
Archived Reports	Each	\$20	\$20
Photo CD	Each	\$10	\$10
Audio CD/DVD	Each	\$10	\$10
Video CD/DVD	Each	\$10	\$25

UTILITY FEES

WATER RATES

Residential:			
Base Charge (all meter sizes)	Monthly	\$19.77	\$19.77
Volume Rate (gallons)	Per 1,000 gallons		
0 - 5,000		\$3.55	\$3.55
5,001 - 15,000		3.91	3.91
15,001 - 25,000		4.31	4.31
> 25,000		4.73	4.73
Commercial:			
Base Charge (all meter sizes)	Monthly	\$23.43	\$23.43
Volume Rate (gallons)	Per 1,000 gallons		
All Use		\$4.42	\$4.42
Irrigation:			
Dysart Ranchettes Only	Per Hour	\$20.97	\$20.97
Water Recharge: ****			
Surprise Customers	Per 1,000 gallons	\$1.69	\$1.87
El Mirage Customers		\$1.69	\$1.87
Hydrant Customers		\$0	\$1.87

WATER METERS

5/8"	Each	\$225	\$225
3/4"	Each	\$275	\$275
1"	Each	\$300	\$300
1.5"	Each	\$605	\$605
2"	Each	\$3,045	\$3,045
3"	Each	\$3,840	\$3,840
4"	Each	\$3,770	\$3,770
6"	Each	\$6,605	\$6,605
8"	Each	\$10,375	\$10,375
10"	Each	\$13,615	\$13,615
12"	Each	\$15,055	\$15,055
Hydrant	Each	\$1,025	\$1,025

SEWER RATES

Residential:			
Base Charge (all meter sizes)	Monthly	\$5.75	\$5.75
Volume Rate (gallons)	Per 1,000 gallons		
All Flows		\$3.27	\$3.27
Commercial:			
Base Charge (all meter sizes)	Monthly	\$5.75	\$5.75
Volume Rate (gallons)	Per 1,000 gallons		
All Flows		\$3.27	\$3.27

SANITATION RATES

Residential:			
Monthly Fee	Monthly	\$13.23	\$13.23

Uncontained Trash Collection

Per Occurrence

Cost + 25%

MISCELLANEOUS UTILITY FEES

Establish Service:			
Residential	Each	\$30	\$30
Commercial	Each	\$50	\$50
Disconnect	Per Occurrence	\$95	\$95
Same Day Turn On/Turn Off	Per Occurrence	\$50	\$50
Emergency Turn On/Turn Off	Per Occurrence	\$95	\$95
Door Hanger:			
Residential	Per Occurrence	\$10	\$10
Commercial	Per Occurrence	\$15	\$15
Collections	Per Occurrence	15%	15%
Relocate/Install Hydrant Meter	Per Occurrence	\$50	\$50
Meter Testing	Per Occurrence	\$75	\$75
Equipment Tampering	Per Occurrence	\$250 plus cost of labor and materials plus an additional 15% administrative fee	\$250 plus cost of labor and materials plus an additional 15% administrative fee
Installation/Connections of Taps/Meter Boxes/etc.	Per Occurrence	Actual cost of contractual labor and materials plus an additional 15% administrative fee	Actual cost of contractual labor and materials plus an additional 15% administrative fee

PROPERTY TAXES

PRIMARY	Used to support Public Safety Operations			
	Calculation Methodology			
	\$	95,862,819	Net Assessed Valuation	
	\$	1,654,937	Tax - Same As Last Year	
			Per \$100 Net Assessed Valuation	\$1.7426
				\$1.7264
SECONDARY	Used to pay for voter authorized debt			
	Calculation Methodology			
	\$	134,160,690	Net Assessed Valuation	
	\$	2,030,000	Tax - Same As Last Year	
			Per \$100 Net Assessed Valuation	\$1.7980
				\$1.5131

*** Property tax rates and Court fines are established separate from this process.

**** Water recharge rate increases have been approved by Council. Rates will increase in FY 2015-16 to \$1.87 per 1,000 gallons



**City of El Mirage
Fire, Building & Life Safety Department**

13601 N. El Mirage Rd.

Phone: 623-583-7968

Fax: 623-583-8257

VALUATION CHART

Effective 7/1/2015

Group	2006 International Building Code	Types of Construction/Cost per Square Foot									
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	
A-1	Assembly, theaters with stage	192	186	181	174	163	159	168	150	144	
A-1	Assembly, theaters without stage	176	170	165	158	147	143	152	153	127	
A-2	Assembly, restaurants, bars	149	145	141	135	127	124	131	116	111	
A-3	Assembly, churches, halls, libraries	178	172	167	160	150	145	161	135	129	
A-3	Assembly, community halls,	148	142	137	130	119	115	129	105	99	
A-4, 5	Assembly, arenas, sport stadiums	176	169	162	157	146	142	152	132	127	
B	Business	154	148	149	136	129	119	130	109	104	
E	Educational	163	160	161	147	132	130	142	120	115	
F-1	Factory/Industrial, moderate hazard	91	87	82	79	71	67	76	58	54	
F-2	Factory/Industrial, low hazard	90	86	82	78	71	66	75	58	54	
H-1	High Hazard, explosives	86	82	76	73	66	62	70	53	NP	
H-2,3,4	High Hazard	86	82	76	73	66	62	70	53	49	
H-5	Hazardous production plants	160	148	123	136	129	119	134	109	104	
I-1	Institutional, supervised	152	147	166	132	135	122	136	112	109	
I-2	Institutional, hospitals	259	253	247	241	229	NP	236	213	NP	
I-2	Institutional, nursing homes	179	176	169	162	150	NP	156	135	NP	
I-3	Institutional, restrained	176	169	165	157	146	141	152	132	125	
I-4	Institutional, day care facilities	152	147	173	136	135	122	136	112	109	
M	Mercantile	111	107	102	98	89	87	93	77	74	
R-1	Residential, hotels	160	148	174	139	127	129	138	114	110	
R-2	Residential, multi-family	129	123	129	113	103	98	112	89	86	
R-3	Residential, one and two family	122	118	115	112	107	105	108	99	94	
R-4	Residential, care/assisted living	152	147	173	136	135	122	137	112	109	
S-1	Storage, moderate hazard	85	81	75	75	65	61	70	52	48	
S-2	Storage, low hazard	84	80	76	71	65	60	68	52	48	
U	Utility, residential garage, misc.	65	60	67	54	49	46	52	38	36	

**NP- Not Permitted

FEES BASED ON VALUATION

Effective 7/1/2015

TOTAL VALUATION	FEE
\$ 1 to \$ 500	= \$ 33
\$ 501 to \$ 2,000	= \$ 33 for the first \$500 plus \$ 5.00 for each additional \$100, or fraction thereof, to and including \$2,000
\$ 2,001 to \$ 25,000	= \$ 97 for the first \$2,000 plus \$14.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$ 25,001 to \$ 50,000	= \$ 545 for the first \$25,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$ 50,001 to \$100,000	= \$ 897 for the first \$50,000 plus \$ 9.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	= \$ 1,384 for the first \$100,000 plus \$ 8.00 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$ 500,001 to \$1,000,000	= \$ 4,503 for the first \$500,000 plus \$ 7.00 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,000 and up	= \$ 7,809 for the first \$1,000,000 plus \$ 5.00 for each additional \$1,000 or fraction thereof

OFFICIAL BUDGET FORMS
CITY OF EL MIRAGE, ARIZONA
Fiscal Year 2016

CITY OF EL MIRAGE, ARIZONA

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Fiscal Year 2016

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RESOLUTION R15-06-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING ESTIMATED EXPENDITURES AND REVENUES OF THE CITY OF EL MIRAGE FOR FISCAL YEAR 2015-16.

WHEREAS, in accordance with the provisions of Arizona Revised Statutes, Title 42, §§42-17101 through 42-17110, inclusive, the City Council did, on the 2nd day of June, 2015, make an estimate of the different amounts required to meet the public expenditures for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the City of El Mirage; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in aggregate amount exceed that amount as computed in accordance with A.R.S. §§ 42-17101 et.seq., Expenditure Limitation, which was approved by the voters at a General Election held August 26, 2014; and

WHEREAS, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will hold a meeting on or after June 16, 2015, at the El Mirage Municipal Court Facility, at 14010 N. El Mirage Road, at 6:00 p.m., for the purpose of hearing taxpayers and approving the final budget as set forth in said estimates; and

WHEREAS, it appears that publication will be duly made as required by law, of said estimates together with a notice that City Council will meet on the 16th day of June 2015 at the El Mirage Municipal Court Facility, at 14010 N. El Mirage Road, at 6:00 p.m., for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, the estimated expenditures and revenues for FY 2015-16 is available for viewing at El Mirage City Hall located at 12145 N.W. Grand Avenue, El Mirage, Arizona, the El Mirage Library 14011 N 1st Ave, El Mirage, AZ 85335, and on the City of El Mirage website <http://www.cityofelmirage.org>.

NOW, THEREFORE, BE IT RESOLVED, that said estimates of revenues and expenditures for Fiscal Year 2015-16 are hereby approved and adopted and the City Clerk is hereby directed to publish the estimates of expenses and notice of the public hearing as required by law.

PASSED AND ADOPTED by the City Council this 2nd day of June, 2015

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert Hall, City Attorney

CITY OF EL MIRAGE, ARIZONA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2016

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2015	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	17,625,000	17,440,000	2,123,500	31,344,500	0	16,027,500	0	84,560,500
2015	Actual Expenditures/Expenses**	E	17,625,000	17,440,000	2,123,500	31,344,500	0	16,027,500	0	84,560,500
2016	Fund Balance/Net Position at July 1***		16,350,500	2,688,000	514,500	7,430,000		6,130,500		33,113,500
2016	Primary Property Tax Levy	B	1,654,937							1,654,937
2016	Secondary Property Tax Levy	B			2,030,000					2,030,000
2016	Estimated Revenues Other than Property Taxes	C	15,525,063	15,062,500	0	10,553,000	0	13,305,000	0	54,445,563
2016	Other Financing Sources	D	4,500,000	0	0	11,679,500	0	2,503,000	0	18,682,500
2016	Other Financing (Uses)	D	0	0	1,005,000	0	0	1,299,500	0	2,304,500
2016	Interfund Transfers In	D	2,997,000	880,500	100,000	1,024,500	0	2,157,000	0	7,159,000
2016	Interfund Transfers (Out)	D	1,593,500	1,375,500	0	0	0	4,190,000	0	7,159,000
2016	Reduction for Amounts Not Available:									
	LESS: Amounts for Future Debt Retirement:									0
										0
										0
										0
2016	Total Financial Resources Available		39,434,000	17,255,500	1,639,500	30,687,000	0	18,606,000	0	107,622,000
2016	Budgeted Expenditures/Expenses	E	26,221,500	16,955,500	1,216,500	27,132,000	0	16,124,000	0	87,649,500

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

	2015	2016
1.	\$ 84,560,500	\$ 87,649,500
2.		
3.	84,560,500	87,649,500
4.		
5.	\$ 84,560,500	\$ 87,649,500
6.	\$	\$

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

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF EL MIRAGE, ARIZONA
Tax Levy and Tax Rate Information
Fiscal Year 2016

	2015	2016
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>1,929,487</u>	\$ <u>2,013,790</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>1,654,937</u>	\$ <u>1,654,937</u>
B. Secondary property taxes	<u>1,960,000</u>	<u>2,030,000</u>
C. Total property tax levy amounts	\$ <u>3,614,937</u>	\$ <u>3,684,937</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>1,624,000</u>	
(2) Prior years' levies	<u>30,000</u>	
(3) Total primary property taxes	\$ <u>1,654,000</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>1,900,000</u>	
(2) Prior years' levies	<u>50,000</u>	
(3) Total secondary property taxes	\$ <u>1,950,000</u>	
C. Total property taxes collected	\$ <u>3,604,000</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>1.7426</u>	<u>1.7264</u>
(2) Secondary property tax rate	<u>1.7980</u>	<u>2.1176</u>
(3) Total city/town tax rate	<u>3.5406</u>	<u>3.8440</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating <u>no</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
GENERAL FUND			
Local taxes			
City Sales Tax	\$ 6,000,000	\$ 6,000,000	\$ 6,250,000
TPT Assessments	30,000	30,000	30,000
Uncollected Primary Property Tax	(29,937)	(29,937)	(29,937)
Franchise Fees	700,000	700,000	700,000
Licenses and permits			
Business License Fees	95,000	95,000	95,000
Building Permit Fees	170,000	170,000	200,000
Intergovernmental			
State Sales Tax	2,800,000	2,800,000	2,830,000
State Income Tax	3,850,000	3,850,000	3,825,000
Vehicle License Tax	1,100,000	1,100,000	1,200,000
Charges for services			
Planning And Zoning Fees	35,000	35,000	40,000
Engineering Inspection Fees	20,000	20,000	60,000
Plan Check Fees	25,000	25,000	55,000
Rent - Library	5,000	5,000	5,000
Rural Metro Transports	15,000	15,000	40,000
Sport Programs	5,000	5,000	5,000
Athletic Field Rentals			10,000
Ramada Rentals	10,000	10,000	5,000
Special Events	25,000	25,000	30,000
Fines and forfeits			
Jail Incarceration Fine	10,000	10,000	15,000
Interest on investments			
Interest	20,000	20,000	20,000
In-lieu property taxes			
Fire Insurance Premium Tax	25,000	25,000	25,000
Contributions			
Voluntary contributions			
Miscellaneous			
Other	115,000	115,000	115,000
Total General Fund	\$ 15,025,063	\$ 15,025,063	\$ 15,525,063

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
SPECIAL REVENUE FUNDS			
HURF Taxes	\$ 1,800,000	\$ 1,800,000	\$ 1,825,000
	\$ 1,800,000	\$ 1,800,000	\$ 1,825,000
Municipal Court Fund Fines and Forfeitures	\$ 165,000	\$ 165,000	\$ 200,000
Municipal Court Fund Miscellaneous	190,000	190,000	100,000
	\$ 355,000	\$ 355,000	\$ 300,000
Municipal Court Enhancement Fund Fines and Forfeitures	\$ 395,000	\$ 395,000	\$ 330,000
	\$ 395,000	\$ 395,000	\$ 330,000
Local Transportation Assistance Fund Fees	\$	\$	\$ 94,000
	\$	\$	\$ 94,000
Police Towing Fund Fines & Forefeitures	\$ 60,000	\$ 60,000	\$ 70,000
	\$ 60,000	\$ 60,000	\$ 70,000
CDBG Fund Grants	\$ 211,000	\$ 211,000	\$ 580,000
	\$ 211,000	\$ 211,000	\$ 580,000
Photo Radar Fund Fines & Forefeitures	\$ 1,780,000	\$ 1,780,000	\$ 1,525,000
	\$ 1,780,000	\$ 1,780,000	\$ 1,525,000
Special Projects Donations	\$ 5,000	\$ 5,000	\$ 4,000
Special Projects Grants	10,291,000	10,291,000	10,334,500
	\$ 10,296,000	\$ 10,296,000	\$ 10,338,500
Total Special Revenue Funds	\$ 14,897,000	\$ 14,897,000	\$ 15,062,500

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
DEBT SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Debt Service Funds	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS			
Streets Capital Fund Grants	\$ 21,947,000	\$ 7,947,000	\$ 10,553,000
	\$ 21,947,000	\$ 7,947,000	\$ 10,553,000
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Capital Projects Funds	\$ 21,947,000	\$ 7,947,000	\$ 10,553,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
PERMANENT FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Permanent Funds	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS			
Sanitation Charges for Services	\$ 1,525,000	\$ 1,525,000	\$ 1,525,000
	_____	_____	_____
	_____	_____	_____
	\$ 1,525,000	\$ 1,525,000	\$ 1,525,000
Sewer Charges for Services	\$ 3,100,000	\$ 3,100,000	\$ 3,100,000
	_____	_____	_____
	_____	_____	_____
	\$ 3,100,000	\$ 3,100,000	\$ 3,100,000
Water Charges for Services	\$ 8,270,000	\$ 8,270,000	\$ 8,495,000
Water Fines and Forefeitures	180,000	180,000	180,000
Water Miscellaneous	20,000	20,000	5,000
	\$ 8,470,000	\$ 8,470,000	\$ 8,680,000
	_____	_____	_____
	_____	_____	_____
Total Enterprise Funds	\$ 13,095,000	\$ 13,095,000	\$ 13,305,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
INTERNAL SERVICE FUNDS			
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
Total Internal Service Funds	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	\$ <u>64,964,063</u>	\$ <u>50,964,063</u>	\$ <u>54,445,563</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2016

FUND	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Sewer Fund	\$	\$	810,000	\$
Water Fund			1,291,500	183,000
Sanitation Fund			297,500	
Photo Enforcement Fund			594,500	
Court Fund				327,500
Capital Streets Fund				430,000
HURF				553,000
CDBG			3,500	
Debt Service	4,500,000			100,000
Total General Fund	\$ 4,500,000	\$	\$ 2,997,000	\$ 1,593,500
SPECIAL REVENUE FUNDS				
Photo Enforcement Fund	\$	\$	\$	\$ 1,189,000
Court Fund			327,500	
HURF			553,000	183,000
CDBG				3,500
Total Special Revenue Funds	\$	\$	\$ 880,500	\$ 1,375,500
DEBT SERVICE FUNDS				
Debt Service	\$	\$ 1,005,000	\$ 100,000	\$
Total Debt Service Funds	\$	\$ 1,005,000	\$ 100,000	\$
CAPITAL PROJECTS FUNDS				
Capital Streets Fund	\$ 11,679,500	\$	\$ 1,024,500	\$
Total Capital Projects Funds	\$ 11,679,500	\$	\$ 1,024,500	\$
PERMANENT FUNDS				
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Sewer Fund	\$ 494,000	\$ 180,500	\$ 1,020,000	\$ 1,581,000
Water Fund	2,009,000	1,119,000	1,137,000	2,311,500
Sanitation Fund				297,500
Total Enterprise Funds	\$ 2,503,000	\$ 1,299,500	\$ 2,157,000	\$ 4,190,000
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 18,682,500	\$ 2,304,500	\$ 7,159,000	\$ 7,159,000

CITY OF EL MIRAGE, ARIZONA
Expenditures/Expenses by Fund
Fiscal Year 2016

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
GENERAL FUND				
Mayor and Council	\$ 244,500	\$	\$ 244,500	\$ 249,500
City Clerk	212,500		212,500	195,500
Safety & Loss Control	290,000		290,000	304,000
Administration	931,000		931,000	1,083,000
Legal Services	817,000		817,000	1,109,000
Human Resources	388,500		388,500	397,500
Financial Services	616,500		616,500	643,500
Information Technology	743,000		743,000	733,500
Recreation	227,500		227,500	150,500
Parks	662,000		662,000	737,500
Facilities Management	690,500		690,500	671,000
Fleet Management	172,500		172,500	172,500
Community Development	508,500		508,500	513,000
Police	6,983,000		6,983,000	7,434,500
Code Compliance	271,500		271,500	320,500
Fire	3,367,500		3,367,500	3,248,500
Fire & Building Safety	299,000		299,000	287,000
Contingency	200,000		200,000	7,971,000
Total General Fund	\$ 17,625,000	\$	\$ 17,625,000	\$ 26,221,500
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 2,202,500	\$	\$ 2,202,500	\$ 2,195,000
LTA Fund	335,000		335,000	294,000
Municipal Court Fund	724,000		724,000	748,500
Municipal Court Enhancement Fund	1,360,000		1,360,000	1,394,500
CDBG Fund	211,000		211,000	580,000
Special Projects Fund	10,326,000	(83,500)	10,242,500	10,338,500
Police Towing Fund	120,000		120,000	180,000
Photo Radar Fund	2,245,000		2,245,000	1,225,000
Total Special Revenue Funds	\$ 17,523,500	\$ (83,500)	\$ 17,440,000	\$ 16,955,500
DEBT SERVICE FUNDS				
Debt Service Fund	\$ 2,123,500	\$	\$ 2,123,500	\$ 1,216,500
Total Debt Service Funds	\$ 2,123,500	\$	\$ 2,123,500	\$ 1,216,500
CAPITAL PROJECTS FUNDS				
Capital - Streets Fund	\$ 30,945,500	\$	\$ 30,945,500	\$ 27,132,000
Capital - Parks Improvement Fund	250,000	83,500	333,500	
DIF Municipal Facilities Fund	65,500		65,500	
Total Capital Projects Funds	\$ 31,261,000	\$ 83,500	\$ 31,344,500	\$ 27,132,000
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
Sanitation Fund	\$ 1,047,500	\$	\$ 1,047,500	\$ 1,067,000
Sewer Fund	2,765,000		2,765,000	4,601,000
Water Fund	12,215,000		12,215,000	10,456,000
Total Enterprise Funds	\$ 16,027,500	\$	\$ 16,027,500	\$ 16,124,000
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$ 84,560,500	\$	\$ 84,560,500	\$ 87,649,500

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF EL MIRAGE, ARIZONA
Full-Time Employees and Personnel Compensation
Fiscal Year 2016

FUND	Full-Time Equivalent (FTE) 2016	Employee Salaries and Hourly Costs 2016	Retirement Costs 2016	Healthcare Costs 2016	Other Benefit Costs 2016	Total Estimated Personnel Compensation 2016
GENERAL FUND	130	\$ 9,297,000	\$ 1,553,000	\$ 1,149,000	\$ 1,135,500	\$ 13,134,500
SPECIAL REVENUE FUNDS						
Municipal Court Fund	13	\$ 639,000	\$ 67,000	\$ 107,000	\$ 68,000	\$ 881,000
Highway User Revenue Fund	6	283,500	34,000	66,000	52,000	435,500
Total Special Revenue Funds	19	\$ 922,500	\$ 101,000	\$ 173,000	\$ 120,000	\$ 1,316,500
DEBT SERVICE FUNDS						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Debt Service Funds		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
CAPITAL PROJECTS FUNDS						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Capital Projects Funds		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
PERMANENT FUNDS						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Permanent Funds		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
ENTERPRISE FUNDS						
Water Fund	22	\$ 1,230,500	\$ 133,000	\$ 180,000	\$ 155,000	\$ 1,698,500
Sewer Fund	8	401,500	46,000	77,000	55,000	579,500
Total Enterprise Funds	30	\$ 1,632,000	\$ 179,000	\$ 257,000	\$ 210,000	\$ 2,278,000
INTERNAL SERVICE FUND						
_____		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Internal Service Fund		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL FUNDS	179	\$ 11,851,500	\$ 1,833,000	\$ 1,579,000	\$ 1,465,500	\$ 16,729,000

Summary of Changes from Budget Workshop

- Debt Service Fund 31 – increased expenses by \$91,500 to cover interest and issuance costs on the \$2 million GO bond issue for City Hall. Existing balances and bond funds will cover the costs therefore no changes to revenue are required in this budget to cover the additional costs.
- Photo Enforcement Fund 16 – account 430-199 Labor Distribution was overstated by \$11,000. To balance the Labor Distribution accounts this line was reduced by \$11,000 and 551-354 PHOTO ENFORCEMENT SERVICES was increased by \$11,000 for a net fund change of \$0.00.
- General Fund 10; Administration 450 – Professional Services was increased by \$25,000 to permit a wage and salary review to be conducted during the fiscal year. The projected excess fund balance of \$460,500 identified during the Council Budget Review has been reduced by \$25,000 to cover the additional cost. Because the funds are being taken from fund balance no changes to revenue are required in this budget to cover this additional cost.

The Council Contingency has been maintained at \$200,000 and the \$6,000,000 reserve (not budgeted) will be increased this year by \$435,500.