

**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, JANUARY 19, 2016**

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. 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.

**IV. 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, January 5, 2016. (City Clerk)
2. Consideration and action to approve the destruction of personnel records that have reached the end of their retention period as authorized under A.R.S. §41-151.12. (Human Resources)
3. Consideration and action to approve an Intergovernmental Agreement (IGA) between the Dysart Unified School District and the City of El Mirage for continuing the existing School Resource Officer (SRO) program. (Police Department)

**V. REGULAR AGENDA**

- A. Consideration and action to authorize the City Manager to enter into a construction contract with Sunland Asphalt to construct roadway improvements along Thunderbird Road and El Mirage Road in the total amount of \$10,886,747 including contingency. (Development & Community Services)
- B. Consideration and action to authorize execution of the IGA with ADOT to reconstruct the US 60 (Grand Avenue) / Thunderbird Road intersection in an amount not to exceed \$30,000. (Development & Community Services)
- C. Consideration and action to approve Resolution R16-01-02, adopting Valley Metro's Title VI Plan which includes a Language Assistance Plan and Public Participation Plan for the purpose of complying with Federal and State and Regional transit mandates. (Administration)

**VI. CITY MANAGER SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

1. El Mirage Public Safety Day
2. New Employees

**VII. 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.

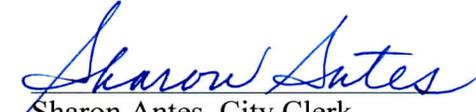
## VIII. ADJOURNMENT

*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 JANUARY 19, 2016

I hereby certify that this agenda was posted by 5:00 p.m. on January 14, 2016 at the following locations:

1) the City of El Mirage Exterior Bulletin Board at 12145 N.W. Grand Avenue, and 2) the City of El Mirage website at [www.cityofelmirage.org](http://www.cityofelmirage.org).

  
Sharon Antes, City Clerk

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> 01/08/2016	<b>TYPE OF ACTION:</b>	<b>SUBJECT:</b> Consideration and action to approve minutes of the Work Session and Regular Council Meeting held Tuesday, January 5, 2016.
<b>DATE ACTION REQUESTED:</b> 01/19/2016	<input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____	
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> OTHER:    Approval of Minutes	

<b>TO:</b> Mayor and Council
<b>FROM:</b> Sharon Antes, City Clerk <i>ja</i>
<b>RECOMMENDATION:</b> Approve minutes from the January 5, 2016 Regular Council meeting.
<b>PROPOSED MOTION:</b> I move to approve the minutes of the January 5, 2016 Regular Council Meeting as presented.
<b>ATTACHMENTS:</b> 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

1/14/16  
Date

Approved as to Form:

*Robert M. Hall*  
Robert M. Hall

1/14/16  
Date

City Manager:

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

1/14/16  
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, JANUARY 5, 2016**

**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**

Meeting was called to order at 6:00 pm

**III. 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 Comment Cards were received.

**IV. 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 Work Session and Regular Council Meeting held Tuesday, December 1, 2015. (City Clerk)
2. Consideration and action to approve Resolution R16-01-01 in continued support of the Tohono O'odham Nation's Desert Diamond Casino – West Valley Project. (Administration)
3. Consideration and action to approve revenue and expense budget transfers from the Special Projects Fund to the Community Development Block Grant (CDBG) Fund. (Finance)

**Councilor Palladino moved to approve all items listed under the Consent Agenda as presented; seconded by Councilor Shapera. Motion carried unanimously (7/0).**

**V. REGULAR AGENDA**

- A. Public hearing, closure of public hearing, followed by consideration and action to adopt Ordinance O16-01-01 amending City Code Section §50.066 DEPOSITS; SERVICE CONNECTIONS CHARGES; INTERRUPTION FEES. (B), requiring developers and property owners to be responsible for off-site utility improvements. (Development & Community Services)

Mayor Mook opened the Public Hearing

City Engineer Jorge Gastelum explained the changes being requested to El Mirage City Code §50.066 through the proposed ordinance. The current code states the City will install all new water connections and charge a fee of cost plus 15% administrative fee. The proposed change would place that responsibility on the developer/property owner. Research of other cities including Avondale, Glendale, Goodyear, Peoria and Surprise determined that the proposed procedure is the standard norm for other surrounding cities. All plan reviews, permitting fees and inspection procedures will not be changed with this ordinance. A Public Hearing at the Planning and Zoning Commission meeting was held on December 8, 2015; no public comments were received and the Commission recommended approval with a 4 to 0 vote.

Mayor Mook asked if this change would save residents money and Mr. Gastelum responded that yes, the 15% administration fee would not be paid by the owner and the owner would have control over which private contractor would perform the work. Mayor Mook asked if there had been any opposition and Mr. Gastelum reported there has been none.

No public comments were received; Mayor Mook closed the Public Hearing.

**Councilor Palladino moved to adopt Ordinance O16-01-01 amending City Code Section §50.066 DEPOSITS; SERVICE CONNECTIONS CHARGES; INTERRUPTION FEES. (B), requiring developers and property owners to be responsible for off-site utility improvements; seconded by Councilor Shapera. Motion carried unanimously (7/0).**

- B. Consideration and action to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along El Mirage Road between Thunderbird Road and Santa Fe Lane in an amount not to exceed \$579,827 including contingency. (Development & Community Services)

City Engineer Jorge Gastelum reported Resolution R14-12-22 was approved on December 2, 2014, authorizing the City's submittal of applications to the Maricopa County Human Services Department for FY2015-2016 Community Development Block Grants (CDBG) funds. The City was awarded \$579,827 to install a new 16-inch ductile iron (DIP) water main. The new water main will

replace aging 6 and 12-inch asbestos-cement lines as well as hydrants. City staff advertised the project in November 2015 and received twelve bids; Axiom Contracting provided the lowest bid at \$531,065. Mr. Gastelum reviewed the map showing the areas receiving the water main replacement.

Mayor Mook asked if this project would involve the east or west side or down the middle of El Mirage Road and Mr. Gastelum stated it would be the east side. She also asked if this construction would be concurrent with the El Mirage Road project and was advised by Mr. Gastelum that it would need to be constructed first, rather than concurrently, because of CDBG stipulations.

Vice Mayor Ramirez asked if the new lines would improve water pressure and was informed by Mr. Gastelum that yes, water pressure would be improved because of the increased pipe size from 12 inches to 16 inches.

**Councilor Palladino moved to authorize the City Manager to enter into a construction contract with Axiom Contracting, LLC to construct a new water main along El Mirage Road between Thunderbird Road and Santa Fe Lane in an amount not to exceed \$579,827 including contingency; seconded by Councilor Shapera. Motion carried unanimously (7/0).**

- C. Consideration and action to utilize a Mohave County JOC with Southwest Waterworks Contractors for repair services to the City's well sites "as-needed" in an amount not-to-exceed \$100,000 annually based on budget authorization and contract renewal/ extensions. (Public Works)

Assistant Utilities Director Shane Swartwout advised that the City budgeted \$100,000 to routinely maintain nine City well sites to guarantee a safe water system. Multiple contractors are used each year for services to keep all facilities operating properly. Southwest Waterworks Contractors is one of the leading experts in well maintenance and repairs at a fair price and in a responsive manner. Staff recommends approval to utilize the Mohave County JOC with Southwest Waterworks Contractors.

**Councilor Palladino moved to utilize a Mohave County JOC with Southwest Waterworks Contractors for repair services to the City's well sites "as-needed" in an amount not-to-exceed \$100,000 annually based on budget authorization and contract renewal/extensions; seconded by Councilor Jones. Motion carried unanimously (7/0).**

- D. Consideration and action to utilize a City of Peoria JOC with Felix Construction to repair the Odor Scrubbers and Chemical Storage system at the Wastewater Treatment Facility, in an amount not-to-exceed \$109,000. (Public Works)

Deputy City Manager Larry Dobrosky advised that the two projects identified in Agenda Item D had a collective budget of \$100,000 in the Capital Improvement Plan. He recommended one vendor for cost savings and efficiency on the two

projects which includes a contingency of approximately \$14.7K. The additional \$9,000 over the budgeted CIP amount will be covered from savings in a separate line item.

**Councilor Palladino moved to utilize a City of Peoria JOC with Felix Construction to repair the Odor Scrubbers and Chemical Storage system at the Wastewater Treatment Facility, in an amount not-to-exceed \$109,000; seconded by Councilor Jones. (7/0)**

- E. Consideration and action to utilize a City of Peoria JOC with Felix Construction, for labor associated with repairing the Fine Screen and Grit Removal System at the Wastewater Treatment Facility, in an amount not-to-exceed \$102,000. (Public Works)

Deputy City Manager Larry Dobrosky reported that the wastewater treatment facility fine screen and grit removal system is not working properly and needs repairs. The proposals are for Felix Construction to perform the labor to replace pumps and repair the system (agenda Item E) with materials provided by a sole source vendor, Goble Sampson Associates (Agenda Item F). Cost savings can be realized because the outside shell of the system does not need repair or replacement.

Mayor Mook stated she is pleased that employees are going above and beyond to make things work and save the City money in as many ways as possible.

Councilor Jones asked the age of the casing and whether there would be a warranty on the replacement? Mr. Dobrosky stated the casing is the original and the warranty will be the same as replacing everything.

Vice Mayor Ramirez asked if the new pump warranty will remain the same with Felix Construction and was advised affirmative by Mr. Dobrosky.

**Councilor Palladino moved utilize a City of Peoria JOC with Felix Construction, for labor associated with repairing the Fine Screen and Grit Removal System at the Wastewater Treatment Facility, in an amount not-to-exceed \$102,000; seconded by Councilor Jones. (7/0)**

- F. Consideration and action to approve a sole source purchase, from Goble Sampson Associates, for parts and equipment to rebuild the Fine Screen and Grit Removal system at the Wastewater Treatment Facility, in an amount not-to-exceed \$217,000. (Public Works)

Mr. Dobrosky explained this repair above and a separate vote was necessary to approve the equipment purchase.

**Councilor Palladino moved to approve a sole source purchase, from Goble Sampson Associates, for parts and equipment to rebuild the Fine Screen and Grit Removal system at the Wastewater Treatment**

**Facility, in an amount not-to-exceed \$217,000; seconded by Councilor Jones. Motion carried unanimously (7/0).**

## VI. CITY MANAGER SUMMARY OF CURRENT EVENTS

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions. Items to be discussed will include, but not be limited to, the following:

### 1. El Mirage Public Safety Day

Dr. Isom reported the El Mirage Public Safety Day will be held Saturday, January 23, 2016 at Gateway Park from 10:00 AM to 2:00 PM. There will be Fire and Police displays, exhibits and demonstrations. A Kid Zone will provide activities and attractions and admission is free for everyone. He also introduced a special attraction to be held at the Public Safety Day which is The Arizona SciTech Festival. It is Arizona's biggest celebration of STEAM (Science, Technology, Engineering, Arts and Math) held annually and over 500 organizations have partnered to showcase everyday science with over 800 events statewide! He invited everyone to join the adventure of exploring the everyday occurrence of science and technology through arts, education, engineering and innovation. This event is sponsored by Walmart, APS, Parks & Sons, Coco's Towing and Domino's Pizza.

Dr. Isom announced the one-time increase and week off between Christmas and New Years' was very much appreciated by staff. Many employees expressed how thankful they were for the time off to revitalize and spend time with families. All operations were appropriately covered with no major problems during the closure.

Economic Development Specialist Tom Doyle asked to address Council and gave his sincere thanks for the time off and wanted Council to know he does not take the matter for granted. He stated it meant a great deal to all employees; personally, he was able to go to California with his teenage daughter for a visit with family and returned to work rested and re-energized.

Assistant Police Chief Laura Luizzo also thanked the Council for authorizing the time off. The Police Department is a 24/7 operation and they had to manage manpower but she had time off to move into her new house. There were issues to take care of but they were handled and they are very thankful for the time off as well.

Dr. Isom stated service levels remain high and the closure is a very unique way to recognize employees with an immeasurable impact on the spirit of public employees - it is a very positive gesture. He thanked the staff and Council for their continued support.

He introduced Police Chief Terry McDonald who reported on recent discussions he has had with Pueblo El Mirage resident Mr. Dotson and gave an update on the progress being done on his complaints. Mr. Dotson stated he believes the noise level has dropped to some degree and then brought forward an issue about lighting. Chief McDonald briefed the Council on his research on the lighting matter, working with various staff and conferring with the Pueblo El Mirage manager on past history. Police has concerns with lighting relative to safety for residents and will continue to work on addressing Mr. Dotson's concerns. Dr. Isom thanked Chief McDonald for his excellent work with residents' concerns. He also advised Council that a recent meeting with Southwest Steel proved positive as they were open to alternative access routes in that area.

2. New Employees

IT Director Tom Bacome introduced the new Information Technology Technician Jose Uribe who comes from Pinnacle Technical Resources where he worked in a technical support position. Mr. Uribe spent four years serving in the Marine Corps as a Computer Systems Specialist and is finalizing his Associates in Science Degree from Glendale Community College. Mr. Uribe thanked the Council and stated he is very excited to be working for the City of El Mirage.

**VII. 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.

No Mayor or City Council comments were presented.

**VIII. ADJOURNMENT**

Meeting was adjourned at 6:43 PM.

\_\_\_\_\_  
Lana Mook, Mayor

ATTEST:

\_\_\_\_\_  
Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular Council Meeting held on Tuesday, January 5, 2016 and a quorum was present.

  
\_\_\_\_\_  
Sharon Antes, City Clerk

**REQUEST FOR COUNCIL ACTION**

<p><b>DATE SUBMITTED:</b> 12/18/2015</p> <p><b>DATE ACTION REQUESTED:</b> 1/19/2016</p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p><b>TYPE OF ACTION:</b></p> <p><input type="checkbox"/> RESOLUTION # _____</p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER: Destruction of Records</p>	<p><b>SUBJECT:</b> Consideration and action to approve the destruction of personnel records that have reached the end of their retention period as authorized under A.R.S. §41-151.12.</p>
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<p><b>TO:</b> Mayor and Council</p>
<p><b>FROM:</b> Sandra King, IPMA-CP, SPHR, Human Resources Director </p>
<p><b>RECOMMENDATION:</b> Approval to maintain Records Management as set by the State of Arizona.</p>
<p><b>PROPOSED MOTION:</b> I make a motion to approve the destruction of Human Resources records as authorized under A.R.S. §41-151.12.</p>
<p><b>ATTACHMENTS:</b> N/A</p>

**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 Human Resources Office and keep the City compliant with state law.

**FISCAL IMPACT:** \$10.00 (estimated)

**DEPARTMENT LINE ITEM ACCOUNT:** 10-500-313

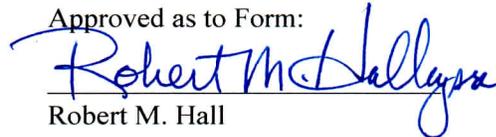
**BALANCE IN LINE ITEM IF APPROVED:** \$4,665.69

Finance Director:

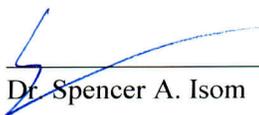
  
Robert Nilles

1/14/16  
Date

Approved as to Form:

 1/14/16  
Robert M. Hall Date

City Manager:

  
Dr. Spencer A. Isom

1/14/16  
Date



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



ARCHIVES AND RECORDS MANAGEMENT

Page 1 of 1

## 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** \_\_\_\_\_

**Department** Human Resources

**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
Employee Personnel Records (Termed in 2010)	GS 1006	12	1/1/2009	12/31/2009	Paper	30 Files
Disability Records (LTD)	GS 1006	9	12/28/2001	9/4/2008	Paper	1 File

<b>Name (type or print):</b> <b>Sandra King</b>	<b>Title: Records Officer or Designee (type or print):</b> <b>Director - Human Resources</b>	<b>Phone :</b> <b>623-876-2952</b>
<b>Signature:</b>	<b>E-Mail:</b> <b>sking@cityofelmirage.org</b>	<b>Date:</b>

**RECORDS MANAGEMENT CENTER**



REQUEST FOR COUNCIL ACTION

<b>DATE SUBMITTED:</b> <u>01/07/2016</u>	<b>TYPE OF ACTION:</b> <input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER – IGA EXTENSION	<b>SUBJECT:</b> Consideration and action to approve an Intergovernmental Agreement (IGA) between the Dysart Unified School District and the City of El Mirage for continuing the existing School Resource Officer (SRO) program.
<b>DATE ACTION REQUESTED:</b> <u>01/19/2016</u>		
<input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Terry A McDonald, Chief of Police 
<b>RECOMMENDATION:</b> To approve the extension of an existing IGA between Dysart Unified School District and the City of El Mirage for continuing the SRO program and acceptance of grant funds in an amount not to exceed \$65,097 to defray the costs of the SRO officer's salary and benefits for a 10 month period ending May 31, 2016.
<b>PROPOSED MOTION:</b> I move to approve the IGA between Dysart Unified School District and the City of El Mirage as presented.

**DISCUSSION:** The SRO program has existed for several years and this IGA is an extension of the existing partnership. The SRO provides an orderly educational atmosphere, promotes a safe environment, and instructs students in law-related educational courses. The partnership also helps to maintain a spirit of cooperation and trust between the students and employees of Dysart High School and the El Mirage Police Department. Continuing the SRO program helps to promote a safe and productive educational experience for El Mirage students as well as a safer community overall. Under the terms of the IGA, the Dysart School District will pay the City of El Mirage an amount not to exceed \$65,097 to defray the costs of the SRO salary and benefits for a 10 month period.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

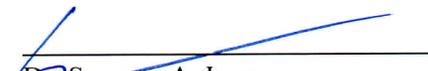
  
 Robert Nilles

1/14/16  
 Date

Approved as to form:

  
 Robert M. Hall, City Attorney      Date

City Manager:

  
 Dr. Spencer A. Isom

1/14/16  
 Date

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE DYSART UNIFIED SCHOOL DISTRICT NO. 89  
OF MARICOPA COUNTY AND  
THE CITY OF EL MIRAGE, ARIZONA

The Arizona legislature by session law recorded in Laws 1994, 2nd S., Ch. 201, sections 23, 25, and 33, effective July 17, 1994, created a Joint Legislative Committee on School Safety ("JLCSS") for the purpose of approving funding for school safety programs and law related education programs ("Safe Schools Program") developed by Arizona school districts, which utilize the services of school resource officers and juvenile probation officers. The Department of Education will receive monies from the general fund and tax revenues in fiscal year 2015-2016 in order to place school resource officers in Arizona schools in accordance with approved "Safe School Programs."

The City of El Mirage ("El Mirage") and the Dysart Unified School District No. 89 ("District") enter into this Agreement for placement of one School Resource Officer ("SROs") in the Dysart schools ("Agreement").

**Background**

- A. The parties are authorized to enter into this Agreement under Arizona Revised Statutes § 11-952. The District is authorized to enter into this Agreement under A.R.S. § 15-342. The City of El Mirage is authorized to enter into this Agreement under A.R.S. § 41-2632, as well as other statutes and regulations and the ordinances of the City of El Mirage.
- B. The District is a public educational, secondary training institution. The District desires to participate in the Arizona School Safety grant program which provides funding so that the El Mirage Police Department can place a School Resource Officer in Dysart schools within the city limits of the City of El Mirage, Arizona.
- C. The purpose of this Agreement is to endorse, support, and extend the existing alliance between the students, faculty, staff, and administrators of the Dysart Unified School District ("District"), individual schools and classrooms and the families they represent, with the City of El Mirage Police Department.
- D. The District and the City of El Mirage desire to meet the goals and objectives of the Arizona School Safety grant which include:

Goal 1: The School Safety Program contributes to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning.

*Objective 1:* Staff feels that the school is safe, and administration supports and monitors the consistency of actions/strategies/policies that will improve or maintain that feeling of safety,

*Objective 2:* Students feel that the school is safe. They feel free from the threat of physical harm and verbal abuse. They feel they have an adult to go to with their safety concerns, and they feel their concerns are taken seriously and addressed.

*Objective 3:* Staff and students have a positive view of the School Resource Officer.

Goal 2: To teach Law-Related Education that promotes a safe, orderly environment, and good citizenship.

*Objective 1:* The School Safety Oversight Committee will ensure the continuous review and provision of instructional materials that promote a safe, orderly environment and good citizenship.

*Objective 2:* SRO will conduct classroom instruction in Law-Related Education for a minimum of 90 hours a semester. The Law-Related Education instruction promotes a safe, orderly environment, and good citizenship.

*Objective 3:* SRO will attend an annual Oversight Committee approved Law-Related Education academy/class to enhance their classroom skills and knowledge of appropriate LRE lessons.

E. Expectations of the partnership include:

1. Regular, open, and timely communication between all parties, to include SRO, school Principal, staff and teachers, District personnel, and Police Department supervisors.
2. Reasonable levels of accommodation for and by all parties.
3. Minimum commitment to school of one year by each SRO.
4. Availability of SRO at all times when students are on the campus unless precluded by
  - a. court appointment, or,
  - b. required police department training or law-related education academy,
  - c. emergency within the Police Department or court system,
  - d. non-school related responsibilities which prevent the SRO from providing regular SRO duties,
5. Semi-annual review of the progress and success of the program.
6. Minimum of 90 hours of law-related education per semester per SRO.
7. Availability of the SRO for 12 months per year, to include participation in summer programs and activities.
8. Familiarity of all partners with information included in the *Guidance Manual for School Safety Program*.

### **Agreement**

The District and the City of El Mirage desire to work in cooperation with each other to further the goals of the approved "Safe Schools Program." The City of El Mirage, through this Agreement, will assign one school resource officer to the District high school within the City of El Mirage to perform the services listed herein. Therefore, in consideration of the mutual promises and undertaking contained herein, the parties agree as follows:

- A. Duration of this Agreement shall be effective on approval of each party's governing board and on file with the Maricopa County Recorder for a time period to commence on August 1, 2015 conclude on May 31, 2016.

B. Responsibilities of the District:

**Duties of the Superintendent (or designee):**

1. Prepare annual Intergovernmental Agreement, based on agreed-upon purpose, expectations, and responsibilities of the District and local Police Departments.
2. Submit grant proposals for continued funding.
3. Provide for an annual evaluation of the School Safety Program by staff, students, and parents, which will be made available to the supervisor within the cooperating agency.
4. Serve as primary liaison between (a) SRO supervisors and the Police Departments, and (b) the participating schools.
5. Remit payment to the City of El Mirage within thirty (30) days of receipt of invoice from the SRO Supervisor to pay SRO salaries and benefits for a ten (10) month period.

**Duties of the School Principal:**

6. Support and communicate the School Safety program philosophy to all staff, students, and parents on the campus.
7. Support the integration of law-related education into the classroom, assuring a minimum of 90 hours per semester, covering all classrooms, and using a wide variety of law-related topics.
8. Guide the SRO on protocol regarding which issues should be handled by school personnel and which require the involvement of the SRO.
9. Provide check in/out ledger for officer use, as well as office space, access to telephone, fax, computer, copier, and secretarial support for the officer.
10. Attend the School Safety Program orientation for administrators.
11. Develop a collaborative relationship with the SRO while allowing the officer to function independently and within legal parameters.
12. Be actively involved in the selection process of the school's SRO.
13. Review the Memorandum of Understanding with the SRO, as well as the school's Operational Procedure and staff expectations.
14. Monitor the program's implementation process and meet with the SRO on a regular basis.
15. Direct staff development of teachers and SRO involved in the delivery of law-related education,
16. Remain responsible for any school policy violations.
17. Provide input to the SRO supervisor on an annual performance evaluation to assist the officer in meeting the intent of the grant.

**Duties of the Classroom Teacher:**

18. Support and communicate information about the School Safety Program in the classroom and to students and parents.
19. Work with scheduling coordinator and SRO to provide classroom access for law-related education.
20. Remain in the classroom during law-related education to enhance the learning process and supervise student participation.
21. Work through the building principal before involving the SRO in legal issues.
22. Participate in the annual evaluation of the program.

C. Responsibilities of the City of El Mirage

**Duties of the SRO:**

1. SRO should serve as a law enforcement/public safety specialist to
  - a. assist the school administration to control order on the campus;
  - b. intervene when conduct violates the law (in the case of a student, SRO should be backup to an arrest rather than the principal officer);
  - c. provide accurate and timely reporting of all legal education activities and instructional efforts on each campus, maintaining good records;
  - d. work with school and district administrators to ensure timely and uniform reporting of criminal activities.
2. SRO should additionally:
  - a. work as a team with any SRO or Probation Officer (PO) on the same campus;
  - b. document presence on campus through check in/out ledger and advise the school principal or designee directly if -
    1. absent from the campus for the day,
    2. emergency within the Police Department or court system requires leaving the school campus during the day, or
    3. non-school related responsibilities prevent regular SRO duties for any reason.
  - c. attend both staff and parent/community meetings as requested;
  - d. use time when school is not in session (summer, inter-sessions) to develop programs, attend trainings, and participate in community events;
  - e. serve on the Safe School Committee and collaborate with staff and administration on the development of the safe school plan;
  - f. build a positive relationship with students, parents, and school staff;
  - g. serve as a law-related educator and
    1. provide a minimum of 90 hours of law-related education in the classroom per semester,
    2. collaborate with classroom teachers to integrate law-related education into the curriculum,
    3. attend the basic or advanced law-related academy annually.
  - h. serve as a positive role model by
    1. setting clear limits to students about acceptable and unacceptable behaviors and the rewards of the former
    2. setting an example by modeling how to handle stress, resolve conflicts, be a friend, etc.
    3. encouraging students to take responsibility for their actions, and
    4. showing respect for administrators, teachers and staff

**Duties of the SRO Supervisor:**

3. Communicate and carry out the philosophy and goals of the School Safety Program.
4. Submit monthly invoices to the District consistent with agreed upon expenditures for salary and benefit costs, documenting as needed by parties.
5. Attend the law-related education orientation for administrators.
6. Conduct a minimum of four annual visits to school sites under their supervision.
7. Participate in the development, review, and revision of the Intergovernmental Agreement.
8. Contact the school principal and district liaison if the SRO will be replaced and initiate the hiring procedure for a new officer.
9. Amend or supplement reporting and evaluation forms.

10. Meet with school Principal a minimum of four times annually to review SRO performance.
11. Review and update qualifications for SRO.
12. Provide SRO candidates to Principal and District for interviews and input regarding hiring and other placement decisions.
13. Replace SRO upon the recommendation of the Principal and District.
14. Work with the Superintendent or designee to communicate any concerns or problems on behalf of an SRO.

D. Termination

1. This Agreement may be terminated by the parties under A.R.S. § 38-511.
2. Either party may terminate this Agreement if funds for the program become unavailable.
3. Either party may terminate this Agreement, for convenience or cause, upon five (5) working days prior written notice to the other party.

E. Both parties shall be responsible for their own acts or admissions.

F. Except as otherwise provided by law, in the performance of this Agreement and the "Safe Schools Program," both parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners with each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

G. District shall pay El Mirage an amount not to exceed \$65,097 to defray the cost of SRO salary and benefits for a ten (10) month period and \$100 for appropriate and program-approved supplies. District shall remit payment to El Mirage within thirty (30) days of receipt of invoice from the SRO Supervisor.

H. The City of El Mirage and the District will expend funds only for the purposes and uses specified in the approved plan and budget. The City of El Mirage and the District agree to reimburse the Arizona Department of Education for any unauthorized or inappropriate expenditures which are not in compliance with the approved plan and budget. Funds shall not be used to pay City or District administrative costs for services associated with the receipt of those funds including, but not limited to, accounting, payroll, data processing, purchasing, personnel, overtime pay and building use.

I. Funds unencumbered as of May 31, 2016, and unexpended as of June 30, 2016, shall be transmitted to the District for reversion no later than August 30, 2016. In the event the Agreement is terminated prior to May 31, 2016, all unexpended funds in the possession of the City of El Mirage will be returned to the District within thirty (30) days of such termination.

J. Each party shall maintain adequate commercial general liability insurance and worker's compensation insurance as required by law.

Conflict of Interest Cancellation. As required by A.R.S. § 38-511, the parties acknowledge and agree that either party may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either party is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made only in writing and signed by the parties to this Agreement.

Severability. The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding on the parties.

Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.

Dispute Resolution. If there is a dispute, which is the subject of mandatory arbitration provisions of A.R.S. § 12-133, the parties shall submit the matter to binding arbitration in compliance with A.R.S. § 12-1518.

Notices. All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following address:

District: Gail Pletnick, Superintendent  
Dysart Unified School District  
15802 N. Parkview Place  
Surprise, AZ 85374  
623.876.7000

City: Dr. Spencer Isom  
City Manager  
City of El Mirage  
12145 NW Grand Avenue  
El Mirage, AZ 85335  
623.876.2940

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Dysart Unified School District

\_\_\_\_\_  
Gail Pletnick  
Superintendent

\_\_\_\_\_  
Date

El Mirage Police Department

\_\_\_\_\_  
Terry McDonald  
Chief of Police

\_\_\_\_\_  
Date

INTERGOVERNMENTAL DETERMINATION

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys who have determined that said Agreement is in proper form and is within the powers and authority granted to the public body represented by their respective attorneys.

This \_\_\_\_ day of \_\_\_\_\_, 2016

This \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Attorney for District

\_\_\_\_\_  
Attorney for City of El Mirage

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> 12/18/2015	<b>TYPE OF ACTION:</b>  ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Contract	<b>SUBJECT:</b> Consideration and action to authorize the City Manager to enter into a construction contract with Sunland Asphalt to construct roadway improvements along Thunderbird Road and El Mirage Road in the total amount of \$10,886,747 including contingency.
<b>DATE ACTION REQUESTED:</b> 01/19/2016		
<u>X</u> REGULAR ___ CONSENT		

<b>TO:</b> Mayor and Council
<b>FROM:</b> Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer <i>SG</i>
<b>RECOMMENDATION:</b> Approval to authorize the City Manager to enter into a construction contract with Sunland Asphalt to construct roadway improvements along Thunderbird Road between 127 <sup>th</sup> Avenue and El Frio Street (EM12-ST03) and along El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04) in the total amount of \$10,886,747 including contingency.
<b>PROPOSED MOTION:</b> I move we approve entering into a contract with Sunland Asphalt as recommended.
<b>ATTACHMENTS:</b> Sunland Asphalt Offer, Bid Tabulation (Plans and City Specifications for this project are on file in the City Clerk's office for review)

**DISCUSSION:** This project includes roadway improvements for Thunderbird Road from 127th Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04) including roadway widening, raised medians, bike lanes, on-street parking, curb and gutter, driveways, ramps and sidewalks, lighting, traffic signals, landscaping and irrigation improvements. Five (5) bids were received and Sunland Asphalt was the lowest responsible bidder for the project. The amount requested will allocate \$9,897,043.10 for construction and \$989,703.90 in contingency.

**FISCAL IMPACT:** \$10,866,747

**DEPARTMENT LINE ITEM ACCOUNT:** 56-400-669

**BALANCE IN LINE ITEM IF APPROVED:** \$3,078,714.11

Finance Director:

*Robert Nilles*  
\_\_\_\_\_  
Robert Nilles

*1/14/16*  
\_\_\_\_\_  
Date

Approved as to form:

*Robert M. Hall*  
\_\_\_\_\_  
Robert M. Hall, City Attorney

*1/14/16*  
\_\_\_\_\_  
Date

City Manager:

*Dr. Spencer A. Isom*  
\_\_\_\_\_  
Dr. Spencer A. Isom

*1/14/16*  
\_\_\_\_\_  
Date





# City of El Mirage, Arizona

## Notice of Invitation to Bid



Invitation to Bid No: **EM12-ST03/EM12-ST04** Bid Due Date: **December 17, 2015**

Materials and/or Services: **Thunderbird Rd. from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) & El Mirage Rd from Cactus Road to Grand Avenue (EM12-ST04)** Time: **2:00 p.m., Arizona Time**

Bid Location: **City Hall** Contact: **Cadle Collins**

**12145 NW. Grand Ave** Email: [ccollins@cityofelmirage.org](mailto:ccollins@cityofelmirage.org)

**El Mirage, Arizona 85335**

In accordance with City of El Mirage Procurement Code competitive sealed bids for the material or services specified will be received by the City of El Mirage DCS - Engineering at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of El Mirage DCS - Engineering on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of El Mirage Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation to Bid number and the bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the *entire* Invitation to Bid Package.

### OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation to Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege Tax License Number: 07-274948C

For clarification of this offer contact:

Federal Employer Identification Number: 86-0455988

Name: Roger Eischen

Telephone: 602-288-4667

Sunland Inc., Asphalt & Sealcoating  
Company Name

Authorized Signature for Offer

3002 South Priest Drive  
Address

Roger Eischen  
Printed Name

Tempe AZ 85282  
City State Zip Code

Senior Vice President  
Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by:  
  
Sharon Antes, City Clerk

City of El Mirage, Arizona. Eff. Date: \_\_\_\_\_

Approved as to form:  
  
Robert Hall, City Attorney

Awarded on \_\_\_\_\_, \_\_\_\_\_.

City Seal

Dr. Spencer A. Isom, City Manager



# QUESTIONNAIRE

**DCS – Engineering**

12145 NW Grand Avenue  
El Mirage, AZ 85335

Solicitation Number: EM12-ST03/EM12-ST04  
ADDENDUM 2

Phone: (623) 876-2956  
Fax: (623) 972-8110

**Please list a minimum of three (3) references whom the DCS – Engineering Department may contact:**

1. Company: Jones Brothers' Investments, LLC  
Contact: Sterling Margetts (Owner's Representative)  
Address: 23454 W. Hwy 85  
Buckeye, AZ 85326  
Phone: 480-207-2680
  
2. Company: Wells Fargo Bank - Tempe Business Bank  
Contact: June Smith  
Address: 64 E. Broadway Road, Suite 101  
Tempe, AZ 85282  
Phone: 480-377-1500
  
3. Company: Caterpillar Financial Services Corporation  
Contact: \_\_\_\_\_  
Address: 2120 W. End Avenue  
Nashville, TN 37203  
Phone: 1-800-651-0567



# QUESTIONNAIRE

Solicitation Number: EM12-ST03/EM12-ST04  
ADDENDUM 2

## DCS – Engineering

12145 NW Grand Avenue  
El Mirage, AZ 85335

Phone: (623) 876-2956  
Fax: (623) 972-8110



**Attach a copy of your Contractor's License to your bid submittal.**

Please see attached

IMPORTANT NOTICE  
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS.  
[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS.  
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY.  
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.  
[SEE RULE R-4-9-110]

Sunland Inc Asphalt & Sealcoating

Sunland Inc Asphalt & Sealcoating  
775 W Elwood St  
Phoenix, AZ 85041-1112

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 02/29/2016  
STATE OF ARIZONA  
Registrar of Contractors CERTIFIES THAT  
Sunland Inc Asphalt & Sealcoating



CONTRACTORS LICENSE NO 111922 CLASS A  
General Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*William A. Mundell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



# QUESTIONNAIRE

Solicitation Number: EM12-ST03/EM12-ST04  
ADDENDUM 2

## DCS – Engineering

12145 NW Grand Avenue  
El Mirage, AZ 85335

Phone: (623) 876-2956  
Fax: (623) 972-8110

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No XXX.

If yes, please provide details and documentation of the certification.



# LIST OF SUBCONTRACTORS

**DCS – Engineering**  
 12145 NW Grand Avenue  
 El Mirage, AZ 85335

Solicitation Number: EM12-ST03/EM12-ST04  
 ADDENDUM 2

Phone: (623) 876-2956  
 Fax: (623) 972-8110

## LIST OF SUBCONTRACTORS

### To Accompany the OFFER

The following Subcontractors will be employed to perform the designated categories of Work under this Contract.

CATEGORY of Work*	FIRM NAME AND BUSINESS ADDRESS of Subcontractor	PHONE
Adjustments	On It Construction 1637 W Desert Hills, Phoenix AZ	602 687-9794
Concrete Flatwork	CPC Construction 1534 W. Scott Ave., Gilbert AZ	480-839-6300
Electrical	<b>KIMBRELL ELECTRIC</b> <b>7593 N 73<sup>RD</sup> Dr Glnd Az</b>	<b>602-265-2111</b>
Landscape	Caretaker Landscape 741 N. Monterey Street, Gilbert AZ	480-545-9755
Quality Control	Alpha Geotechnical & Materials, Inc. 2504 W. Southern Avenue	602-453-3265
Signing	National Barricade Company 12268 N. 92nd Dr, Peoria AZ	623-879-4695
Striping	Roadsafe Traffic Systems (Striping) 3015 E. Illini St, Phoenix AZ	602-243-1218
Survey	Horrocks Engineers 1202 E. Broadway Blvd Suite 104, Tucson AZ	520-743-2399
ABC Supplier	Vulcan Materials 2526 E University Dr., Phoenix AZ	602-258-8947
Asphalt Supplier	Vulcan Materials 2526 E University Dr., Phoenix AZ	602-258-8947
RCP Pipe	Forterra Pipe & Precast 12600 W Northern Ave, El Mirage AZ	623-889-3500
Water Pipe	HD Supply 3622 S 30th Street, Mesa AZ	480-926-7003

**ATTEST:** Roger Eischen, Sr. VP **DATE:** 12/17/2015  
**Authorized Officer**  
Sunland Inc., Asphalt & Sealcoating  
**NAME OF FIRM**

\* Place title of subcontractor specialty.



# BID BOND

**DCS - Engineering**  
12145 N.W. Grand Avenue  
El Mirage, AZ 85335

Solicitation Number: EM12-ST03/EM12-ST04

Phone: (623) 876-2977  
Fax: (623) 933-8418

CDBG Project Number: DG1503

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Sunland, Inc. Asphalt and Sealcoating  
(hereinafter called Principal), as Principal, and Liberty Mutual Insurance Company  
, a corporation organized and existing under the laws of the State of  
Massachusetts with its principal office in the City of  
Boston, MA, (hereinafter called the Surety), as Surety, are held and firmly  
bound unto the City of El Mirage, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount,  
Ten Percent of Amount of Bid (Dollars) (\$ 10% of bid) lawful money of the United States of America, to be paid  
to the order of the City of El Mirage, for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S.  
Section 34-201.

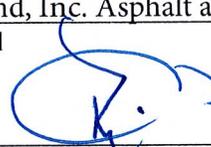
WHEREAS, the Principal has submitted a bid/proposal for:  
Thunderbird Rd. from 127th Ave. to El Frio St. (EM12-ST03) & El Mirage Rd. from Cactus Rd. to Grand Ave. (EM12-ST04)

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond, between the amount specified in the bid/proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid/proposal, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this 8th day of December 20 15

Sunland, Inc. Asphalt and Sealcoating  
Principal Seal

BY: 

Liberty Mutual Insurance Company  
Surety Seal

BY: Lori L Dawson-Brown  
Lori L Dawson-Brown, Attorney-in-Fact

Minard-Ames Insurance Services LLC  
Agency of Record

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7014369

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

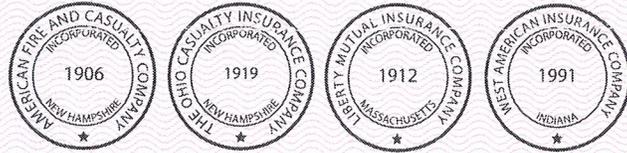
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Deborah K. Anderson; Lori L. Dawson-Brown; Michael D. Specht; Mikal F. Cronin; Steven E. Minard

all of the city of Phoenix, state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of June, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 8th day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8<sup>th</sup> day of December, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

No [unclear] for [unclear] rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Solicitation Number: EM12-ST03/EM12-ST04  
Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
105.01	Construction Survey, Layout & As-Built	LSUM	1	100,000.00	100,000.00
107.01	Permits (AZPDES)	LSUM	1	8,000.00	8,000.00
108.01	Mobilization/Demobilization	LSUM	1	155,000.00	155,000.00
401.01	Traffic Control	LSUM	1	125,000.00	125,000.00
401.02	Off-Duty Uniformed Officer	ALLOW	1	40,000.00	40,000.00
Removals & Relocations					
350.01	Mill 1" AC Pavement	SY	26809	1.20	32,170.80
350.02	Miscellaneous Removals	LSUM	1	1,000.00	1,000.00
350.03	Relocate Block Wall	LF	30	130.00	3,900.00
350.02W	Abandon Water Valve in Place, Close Valve, Remove Box & Cover	EA	16	375.00	6,000.00
350.04	Relocate Fence	LF	1418	12.00	17,016.00
350.04W	Relocate Backflow Preventer	EA	8	135.00	1,080.00
350.05W	Relocate Water Meter	EA	34	46.00	1,564.00
350.05	Relocate Fire Station Emergency Light	EA	1	1,500.00	1,500.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
350.06	Relocate School Beacon	EA	1	1,500.00	1,500.00
350.07	Remove & Relocate Shade Structure	ALLOW	1	\$5,000.00	\$5,000.00
350.07W	Remove 6" Water Main	LF	14	48.00	672.00
350.08	Remove Abandoned Irrigation Manhole	EA	1	600.00	600.00
350.09	Remove Abandoned Irrigation RCP	LF	55	20.00	1,100.00
350.09W	Remove Abandoned 8" Water Line	LF	1024	13.00	13,312.00
350.10W	Remove Fire Hydrant	EA	16	420.00	6,720.00
350.10	Remove AC Pavement (Driveways)	SY	4427	7.00	30,989.00
350.11	Remove AC Pavement (Roadway)	SY	61,662	6 <sup>-</sup>	369,972 <sup>-</sup>
350.12	Remove and Replace Steel Tube Fence and Gate In Kind	EA	1	5,000.00	5,000.00
350.13	Remove Block Wall	LF	1080	5.00	5,400.00
350.13W	Remove Water Meter	EA	2	200.00	400.00
350.14	Remove Bollard	EA	27	50.00	1,350.00
350.14W	Remove Water Valve	EA	2	375.00	750.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
350.15	Remove Building	EA	1	2,000.00	2,000.00
350.16	Remove Catch Basin	EA	7	250.00	1,750.00
350.17	Remove Chain Link Fence	LF	839	1.50	1,258.50
350.18	Remove Concrete Curb & Gutter	LF	19891	1.00	19,891.00
350.19	Remove Concrete Ford Wall	CY	6	120.00	720.00
350.20	Remove Concrete Manhole	EA	1	600.00	600.00
350.21	Remove Concrete Scupper & Spillway	SF	1222	0.75	916.50
350.22	Remove Concrete Sidewalk, Driveway & Valley Gutter	SF	102972	0.50	51,486.00
350.23	Remove Decorative Pavers	SF	300	2.00	600.00
350.24	Remove Electrical Meter	EA	1	500.00	500.00
350.25	Remove Gate	EA	5	100.00	500.00
350.26	Remove Handrail	LF	15	17.00	255.00
350.27	Remove Landscape Curb	LF	660	1.00	660.00
350.28	Remove Landscape Header	LF	620	1.00	620.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
350.29	Remove Manhole and Drywell	EA	1	2,400.00	2,400.00
350.30	Remove Parking Bumper	EA	14	50.00	700.00
350.31	Remove Retaining Wall	EA	1	850.00	850.00
350.32	Remove Stand Pipe	EA	1	350.00	350.00
350.33	Remove Storm Drain RCP	LSUM	1	1,000.00	1,000.00
350.34	Remove Survey Marker	EA	16	50.00	800.00
350.35	Remove Traffic Sign	EA	68	72.00	4,896.00
350.36	Remove Tree	EA	49	225.00	11,025.00
350.37	Remove Wire Fence	LF	106	2.00	212.00
Paving					
301.01	SubgradePreparation	SY	60419	7 <sup>-</sup>	422,933 <sup>-</sup>
310.01	4" Aggregate Base Course	TON	341	17.00	5,797.00
310.02	8" Aggregate Base Course	TON	844	20.00	16,880.00
310.03	12" Aggregate Base Course	TON	33998	10 <sup>-</sup>	339,980 <sup>-</sup>

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
321.01	1" AR-ACFC Pavement Surface Course (D-1/2")	TON	1581	120.00	189,720.00
321.015	1.5" AR-ACFC Pavement Surface Course (D-1/2")	TON	4721	115.00	542,915.00
321.02	3.5" AC Pavement Surface Course (C-3/4")	TON	11017	90.	991,530
321.03	4" AC Pavement Surface Course (C-3/4")	TON	471	130.00	61,230.00
321.04	Tack Coat (0.08 gal/sy)	TON	28	545.00	15,260.00
340.01	Vertical Curb & Gutter (MAG Std Det 220-1, Type A)	LF	15067	9.00	135,603.00
340.02	Vertical Curb & Gutter w/Depressed Lip (MAG Std Det 220-1, Type A)	LF	3798	9.25	35,131.50
340.03	Single Curb (ADOT Std Det C-05.10, Type A)	LF	9667	9.30	89,903.10
340.04	Single Curb (MAG Std Det 222, Type A)	LF	403	14.00	5,642.00
340.055	Driveway (COP Std Det P1255-1, Mod)	SF	15996	3.60	57,585.60
340.045	Single Curb (MAG Std Det 222, Type B)	LF	721	12.50	9,012.50
340.05	Driveway (COP Std Det P1243, Mod)	SF	664	5.00	3,320.00
340.06	Valley Gutter (MAG Std Det 240)	SF	8313	4.50	37,408.50
340.06	Driveway (MAG Std Det 250-2)	SF	172	5.20	894.40

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
340.07	Valley Gutter (MAG Std Det 240, Modified 3' Wide)	SF	7448	6.00	44,688.00
340.08	Driveway (COP Std Det P1243, Modified)	SF	15515	4.70	72,920.50
340.09	Driveway (COP Std Det P1255-1, Modified)	SF	662	3.70	2,449.40
340.1	Driveway (COP Std Det P1255-2, Modified)	SF	1818	3.50	6,363.00
340.11	Concrete Bus Bay (COP Std Det P-1256-1)	SF	4454	4.70	20,933.80
340.12	PCC Pavement, 4" Thick	SF	5418	3.00	16,254.00
340.121	Curb Opening (Det 1, DWG G9)	EA	23	215.00	4,945.00
340.13	PCC Pavement, 8" Thick	SF	14778	4.00	59,112.00
340.14	Sidewalk Ramp (COP Std Det P1233, Modified)	EA	2	980.00	1,960.00
340.141	PCC Pavement, 8" Thick	SF	369	4.00	1,476.00
340.15	Sidewalk Ramp (COP Std Det P1235, Modified)	EA	4	850.00	3,400.00
340.16	Sidewalk Ramp (COP Std Det P1236, Modified)	EA	3	750.00	2,250.00
340.17	Sidewalk Ramp (COP Std Det P1240, Modified)	EA	53	710.00	37,630.00
340.18	Sidewalk Ramp (COP Std Det P1240-I, Modified)	EA	5	1,100.00	5,500.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
340.19	Sidewalk Ramp (COP Std Det P1241-2)	EA	4	805.00	3,220.00
340.2	<b>Bus Shelter (City of El Mirage Transit Stop Detail complete w/ furnishings)</b>	EA	2	30,000.00	60,000.00
340.25	Thickened Pavement Edge (MAG Std Det 201, Type B)	LF	33	95.00	3,135.00
340.21	Landscape Curb	LF	667	5.00	3,335.00
340.215	Single Curb (ADOT Std Det C-05.10, Type A)	LF	5633	9.20	51,823.60
340.27	ABC Driveway Connection, PS 4	SY	544	16.00	8,704.00
340.28	AC Driveway Connection, PS 5	SY	440	38.00	16,720.00
340.29	PCC Driveway Connection, PS 6	SY	647	35.00	22,645.00
350.43	Adjust Manhole Frame & Cover to Grade & Replace with COEM Detail 423 cover and new frame	EA	36	645.00	23,220.00
350.44	Adjust Valve Frame & Cover to Grade	EA	56	200.00	11,200.00
350.45	Adjust Irrigation Valve Box Frame & Cover to Grade	EA	21	200.00	4,200.00
405.01	Survey Marker (MAG Std Det 120-1, Type A)	EA	12	275.00	3,300.00
<b>405.01A</b>	<b>Survey Marker (MAG Std Det 120-1, Type B)</b>	EA	22	100.00	2,200.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
420.01	4-ft Decorative Fence	LF	357	45.00	16,065.00
505.14	Retaining Wall (Detail 3, Sheet G12)	SF	321	70.00	22,470.00
518.01	Mailbox Cluster	EA	3	900.00	2,700.00
<b>610.09</b>	<b>Fire Hydrant Assembly w/ Gate Valve, Box &amp; Cover, Sleeve, Pipe, Restraints (COEM Detail 360)</b>	EA	16	5,600.00	89,600.00
630.01	1-inch Reduced Pressure Backflow Preventer w/Enclosure (COEM Std Det 351- 1)	EA	8	1,150.00	9,200.00
631.01	Water Service with Meter - 1"	EA	31	2,600.00	80,600.00
Signing & Marking					
403.01	Permanent Traffic Sign	SF	1492	17.00	25,364.00
403.02	Perforated Sign Post & Foundation	EA	52	190.00	9,880.00
403.03	Relocate Traffic Sign	EA	10	170.00	1,700.00
403.04	Relocate School/Fire Station Traffic Sign (Beacon Light)	EA	3	3,700.00	11,100.00
450.01	Paint Stripe, White, 4"	LF	77980	0.10	7,798.00
450.02	Paint Stripe, Yellow, 4"	LF	7720	0.10	772.00
450.03	Thermoplastic Traffic Stripe, White, 4"	LF	77980	0.30	23,394.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
450.04	Thermoplastic Traffic Stripe, Yellow, 4"	LF	7720	0.30	2,316.00
450.05	Painted Arrow	EA	42	45.00	1,890.00
450.06	Thermoplastic Arrow	EA	42	85.00	3,570.00
450.065	ADA Symbol	EA	3	150.00	450.00
450.07	Raised Pavement Marker (Type 'A')	EA	47	2.20	103.40
450.08	Raised Pavement Marker (Type 'D')	EA	248	2.20	545.60
450.09	Raised Pavement Marker (Type 'G')	EA	520	2.20	1,144.00
450.1	Raised Pavement Marker (Blue)	EA	76	2.20	167.20
450.11	Painted Bike Lane	SF	18415	1.75	32,226.25
450.12	Painted Legend	EA	6	60.00	360.00
450.13	Thermoplastic Legend	EA	6	115.00	690.00
Storm Drain					
220.01	Dumped Riprap with Erosion Control Geosynthetic Fabric	CY	18	60.00	1,080.00
220.02	Rock Mulch Headwall Treatment	CY	3	135.00	405.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
221.01	Gabion Mattress with Erosion Control Geosynthetic Fabric	CY	43	100.00	4,300.00
336.01	AC Pavement Replacement (Type A) (MAG Std Det 200-1)	SY	538	40.00	21,520.00
336.02	AC Pavement Replacement (Type C) (MAG Std Det 200-1)	SY	40	110.00	4,400.00
505.03	Storm Drain Manhole, MAG Std Det 424-2, 520 & 522	EA	23	4,500.00	103,500.00
505.04	Storm Drain Manhole, MAG Std Det 424-2, 520 & 522 MOD - 5' Diameter Shaft	EA	2	7,200.00	14,400.00
505.05	Catch Basin, Type M-1, COP Std Det P1569-1, L=3'	EA	4	3,000.00	12,000.00
505.06	Catch Basin, Type M-1, COP Std Det P1569-1, L=6'	EA	11	3,200.00	35,200.00
505.07	Catch Basin, Type M-1, COP Std Det P1569-1, L=10'	EA	8	3,500.00	28,000.00
505.08	Catch Basin, Type M-2, COP Std Det P1569-1, L=10' & L=17'	EA	1	8,000.00	8,000.00
505.09	24" Pipe Outlet Headwall, Det 2, Sheet SD23	EA	1	2,800.00	2,800.00
505.1	30" Pipe Outlet Headwall, Det 1, Sheet SD23	EA	1	4,900.00	4,900.00
505.11	Concrete Headwall, ADOT Std Det SD6.30, D=48"	EA	1	3,800.00	3,800.00
505.12	Concrete Scupper, MAG Std Det 206, 5 Bays	EA	1	4,500.00	4,500.00
505.13	Retaining Wall, Det 3, Sheet SD24	EA	1	2,600.00	2,600.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
515.02	Flap Gate, 42" Opening	EA	1	6,300.00	6,300.00
610.08	Vertical Water Line Relocation, MAG Std Det 370	EA	12	5,200.00	62,400.00
618.01	15" Storm Drain Class IV RGRCP	LF	630	100.00	63,000.00
618.02	18" Storm Drain Class IV RGRCP	LF	741	80.00	59,280.00
618.03	24" Storm Drain Class IV RGRCP	LF	1883	80.00	150,640.00
618.04	30" Storm Drain Class IV RGRCP	LF	1099	100.00	109,900.00
618.05	42" Storm Drain Class IV RGRCP	LF	1190	175.00	208,250.00
618.06	51 1/8"x31 5/16" Arch Pipe Storm Drain Class IV RGRCP or 34"x53" HERCP	LF	48	475.00	22,800.00
618.07	Pipe Plug, MAG Std Det 427	EA	1	750.00	750.00
Street Lighting					
460.4	Decorative Street Light Pole Foundation	EA	118	625.00	73,750.00
460.41	Decorative Pedestrian Light Pole Foundation	EA	109	675.00	73,575.00
460.42	Electrical Conduit (1" ) (Carflex Liquidtight Flexible w/Pull Rope)	LF	2990	5.00	14,950.00
460.43	Electrical Conduit (2.5" ) (PVC SCH 40 w/Pull Rope)	LF	9950	7.00	69,650.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
460.44	Electrical Conduit (2.5" ) (PVC SCH 40 w/Pull Rope) (Joint Trench Interconnect)	LF	11200	4.50	50,400.00
460.45	Sonotube Installation for Direct Bury Poles	EA	73	100.00	7,300.00
460.47	Electrical Conduit (2.5" ) (PVC SCH 40 w/Pull Rope) (Directional Bore)	LF	3100	20.00	62,000.00
460.48	Pull Box and Ground Rod (APS Supplied)	EA	306	150.00	45,900.00
460.56	Remove and Salvage Existing Street Light	EA	86	125.00	10,750.00
460.57	Remove Existing Street Light Pull Box	EA	86	50.00	4,300.00
AuxiliaryPower					
460.01	Electrical Conduit (1" ) (PVC SCH 40)	LF	375	9.00	3,375.00
460.05	Electrical Conduit (4" ) (PVC SCH 40)	LF	4000	9.50	38,000.00
460.055	Electrical Conduit (4" ) (PVC SCH 40) (Joint Trench)	LF	555	3.50	1,942.50
460.06	Electrical Conduit (4" ) (Directional Bore)	LF	95	35.00	3,325.00
460.065	Electrical Conduit (4" ) (Joint Directional Bore)	LF	165	15.00	2,475.00
460.58	Pull Box (No. 5)	EA	69	375.00	25,875.00
460.59	Auxiliary Power Outlet	EA	60	600.00	36,000.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
460.6	Electrical Conductors (Auxiliary Power)	LSUM	1	125,000.00	125,000.00
Traffic Signal Interconnect					
460.07	Electrical Conduit (Interconnect Quad Duct)	LF	905	15.00	13,575.00
460.075	Electrical Conduit (Interconnect Quad Duct) (Joint Trench)	LF	11620	8.00	92,960.00
460.08	Electrical Conduit (Interconnect Quad Duct) (Directional Bore)	LF	905	34.00	30,770.00
460.085	Electrical Conduit (Interconnect Quad Duct) (Joint Directional Bore)	LF	615	16.00	9,840.00
460.35	Pull Box (No. 7 w/ Extension)	EA	25	650.00	16,250.00
460.36	Pull Box (No. 9 Vault)	EA	5	3,500.00	17,500.00
460.37	Miscellaneous Electrical (As-Built Drawings for Electrical)	LSUM	1	1,500.00	1,500.00
Traffic Signal					
460.021	Electrical Conduit (2.5")(PVC Sch. 40)	LF	110	12.50	1,375.00
460.031	Electrical Conduit (3")(PVC Sch. 40)	LF	550	32.00	17,600.00
460.09	Traffic Signal Pole Foundation (Type A)	EA	4	500.00	2,000.00
460.111	Traffic Signal Pole Foundation (Type Q)	EA	2	2,000.00	4,000.00

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BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
460.11	Traffic Signal Pole Foundation (Type R)	EA	2	2,000.00	4,000.00
460.12	Traffic Signal Pole (Type A)(10')	EA	4	1,000.00	4,000.00
460.131	Traffic Signal Pole (Type Q)	EA	2	4,500.00	9,000.00
460.141	Traffic Signal Pole (Type R)	EA	2	6,600.00	13,200.00
460.161	Mast Arm (30 Ft.) (Tapered)	EA	1	1,650.00	1,650.00
460.171	Mast Arm (40 Ft.) (Tapered)	EA	1	2,300.00	2,300.00
460.181	Mast Arm (45 Ft.) (Tapered)	EA	2	2,500.00	5,000.00
460.191	Pedestrian Push Button w/Sign	EA	8	1,900.00	15,200.00
460.201	EmergencyPre-Emption System	EA	1	6,400.00	6,400.00
460.211	Video Detection System (Econolite Encore)	EA	1	35,000.00	35,000.00
460.221	Traffic Signal Face (Pedestrian Man/Hand w/Countdown)	EA	8	425.00	3,400.00
460.23	Traffic Signal Face (Type F)	EA	9	600.00	5,400.00
460.24	Traffic Signal Face (Type Q)	EA	8	775.00	6,200.00
460.25	Traffic Signal Face (Type R)	EA	2	500.00	1,000.00

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
460.265	Traffic Signal Mounting Assembly (Horizontal Pelco)	EA	10	250.00	2,500.00
460.27	Traffic Signal Mounting Assembly (Type IV)	EA	3	425.00	1,275.00
460.28	Traffic Signal Mounting Assembly (Type V)	EA	12	375.00	4,500.00
460.285	Traffic Signal Mounting Assembly (Type VI)	EA	1	450.00	450.00
460.29	Luminare (Transit)(150 Watt LED)	EA	4	2,500.00	10,000.00
460.301	Illuminated Street Name Sign	EA	4	6,000.00	24,000.00
460.311	Electrical Conductors (El Mirage/Thunderbird Signal)	LSUM	1	15,000.00	15,000.00
460.321	Control Cabinet (TS2 Plug and Go)	LSUM	1	40,000.00	40,000.00
460.331	Meter Pedestal Cabinet	EA	1	2,800.00	2,800.00
460.341	Pull Box (No. 7)	EA	3	550.00	1,650.00
460.351	Pull Box (No. 7)(with extension)	EA	1	650.00	650.00
460.371	Miscellaneous Electrical (As-Built Drawings for Electrical)	LSUM	1	1,500.00	1,500.00
460.381	Force Account Work (Electrical Service for Traffic Signal)	ALLOW	1	<b>\$5,000.00</b>	<b>\$5,000.00</b>
460.391	Remove/Salvage Existing Signal Equipment	LSUM	1	8,000.00	8,000.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
HAWK Traffic Signals					
460.02	Electrical Conduit (2.5")(PVC Sch. 40)	LF	169	12.50	2,112.50
460.03	Electrical Conduit (3")(PVC Sch. 40)	LF	901	20.00	18,020.00
460.1	Traffic Signal Pole Foundation (Type Q)	EA	6	2,000.00	12,000.00
460.13	Traffic Signal Pole (Type Q)	EA	6	4,500.00	27,000.00
460.145	Luminaire Mast Arm (15 Ft.)	EA	6	850.00	5,100.00
460.16	Mast Arm (30 Ft.) (Tapered)	EA	3	1,650.00	4,950.00
460.165	Mast Arm (35 Ft.) (Tapered)	EA	3	1,920.00	5,760.00
460.19	Pedestrian Push Button w/Sign	EA	6	2,000.00	12,000.00
460.22	Traffic Signal Face (Pedestrian Man/Hand w/Countdown)	EA	6	425.00	2,550.00
460.255	Traffic Signal Face (Type T)	EA	18	600.00	10,800.00
460.29	Luminare (Transit)(150 Watt LED)	EA	6	2,500.00	15,000.00
460.313	Electrical Conductors (El Mirage/Soledad Hawk Signal)	LSUM	1	5,000.00	5,000.00
460.311	Electrical Conductors (Thunderbird/Primrose Hawk Signal)	LSUM	1	5,000.00	5,000.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
460.312	Electrical Conductors (Thunderbird/Luna Hawk Signal)	LSUM	1	5,000.00	5,000.00
460.325	Signal Controller Cabinet, Type II	EA	3	25,000.00	75,000.00
460.33	Meter Pedestal Cabinet	EA	3	2,800.00	8,400.00
460.34	Pull Box (No. 7)	EA	3	550.00	1,650.00
460.35	Pull Box (No. 7 w/ Extension)	EA	3	650.00	1,950.00
PedestrianHardscape					
340.23	4" Pedestrian Concrete Paving - Medium Broom Finish	SF	99015	3.00	297,045.00
342.01	Median Pavers	SF	6060	6.00	36,360.00
343.01	4" Pedestrian Concrete Paving - Colored Exposed Aggregate	SF	61559	4.00	246,236.00
505.01	Seatwall w/ Brick Veneer & Cap	LF	42	160.00	6,720.00
505.02	Skate Stops at Seatwall	EA	14	120.00	1,680.00
Vehicular Hardscape					
340.24	8" Vehicular / Driveway Concrete Paving - Broom Finish	SF	1427	5.00	7,135.00
340.25	9" Vehicular / Driveway Concrete Paving - Broom Finish	SF	12913	5.00	64,565.00

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Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
340.26	Concrete Header to Sidewalk Transition	LF	8	70.00	560.00
343.02	8" Vehicular / Driveway Concrete Paving - Colored Exposed Aggregate	SF	16041	5.50	88,225.50
343.03	9" Vehicular / Driveway Concrete Paving - Colored Exposed Aggregate	SF	3895	6.50	25,317.50
Landscape					
430.01	Tree (15 Gallon for Planter Pots)	EA	10	75.00	750.00
430.02	Tree (24" Box)	EA	144	260.00	37,440.00
430.03	Tree (36" Box)	EA	417	500.00	208,500.00
430.04	Shrub / Accent / Ground Cover (5 Gallon)	EA	<b>3688</b>	14.00	51,632.00
430.05	Shrub / Accent (5 Gallon for Planter Pots)	EA	<b>21</b>	15.00	315.00
430.06	Planter Pot Color Annuals from Flats at 6" on Center (Per Planter / Medium Planter)	EA	21	2.00	42.00
430.07	Planter Pot Color Annuals from Flats at 6" on Center (Per Planter / Large Planter)	EA	10	2.00	20.00
430.08	Turf Restoration Area at R/W Edge for Field SW Corner El Mirage and Thunderbird (School Zone - Including Tifway 419 Hybrid Bermuda Sod, Fine Grading, Soil Prep)	SF	<b>3763</b>	0.75	2,822.25
430.09	Decomposed Granite to Match Existing Off-site Granite	SF	<b>38,808</b>	0.45	17,463.60
430.10	Decomposed Granite (1/2" Screened)	SF	<b>112,038</b>	0.45	50,417.10

Solicitation Number: EM12-ST03/EM12-ST04  
Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
431.01	Existing Tree Protection	LSUM	1	8,000.00	8,000.00
LandscapeIrrigation					
440.01	Water Service w/ Meter - 1"	EA	3	2,500.00	7,500.00
440.02	Mainline Pipe (PVC) (2") (Schedule 40)	LF	10950	1.70	18,615.00
440.03	Drip Lateral Pipe (PVC) (1") (CL160)	LF	36400	0.75	27,300.00
440.04	Bubbler Lateral Pipe (PVC) (3/4") (Schedule 40)	LF	1710	1.00	1,710.00
440.05	Reduced Pressure Backflow Prevention Assembly	EA	3	1,400.00	4,200.00
440.06	Ball Valve Assembly (2")	EA	32	340.00	10,880.00
440.07	Master Valve Assembly (1")	EA	4	625.00	2,500.00
440.08	Flow Sensor Assembly	EA	4	570.00	2,280.00
440.09	Quick Coupler Valve Assembly	EA	39	140.00	5,460.00
440.1	Drip Remote Control Valve Assembly	EA	78	200.00	15,600.00
440.11	Solar Irrigation Controller Assembly and Grounding	EA	4	10,000.00	40,000.00
440.12	Two-Wire Cable	EA	10950	1.00	10,950.00

Solicitation Number: EM12-ST03/EM12-ST04  
Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
440.13	Drip Emitters (Multi Outlet)	EA	1894	13.00	24,622.00
440.14	Manual Flush Valves	EA	141	30.00	4,230.00
440.15	Bubbler Assembly	EA	31	9.00	279.00
440.16	Pipe (Sleeve) (PVC) (2") (Schedule 40)	LF	9750	2.25	21,937.50
440.17	Pipe (Sleeve) (PVC) (6") (Schedule 40)	LF	4130	6.00	24,780.00
440.18	Irrigation Modification / Repair for Ballfield SW Corner of El Mirage & Thunderbird	SF	6940	1.50	10,410.00
440.19	Cost to Cure	<b>ALLOW</b>	<b>1</b>	<b>10,000.00</b>	<b>10,000.00</b>
Site Amenities					
370.01	Litter Receptacle	EA	37	1,100.00	40,700.00
370.02	Bike Rack	EA	7	400.00	2,800.00
370.03	6' Bench - Surface Mount	EA	19	1,500.00	28,500.00
370.04	Tree Grate & Frame	EA	134	1,800.00	241,200.00
370.05	Landscape Pot - Medium	EA	21	1,400.00	29,400.00
370.06	Landscape Pot - Large	EA	10	16,000.00	160,000.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
Monumentation/Signage					
515.03	Major Monument System (3 Piers, West End of Project)	LSUM	1	30,000.00	30,000.00
515.04	Major Monument System (3 Piers, East End of Project)	LSUM	1	30,000.00	30,000.00
515.05	Light Pole Banners w/ Strap-On Tenons	EA	118	375.00	44,250.00
Miscellaneous Site Improvements					
MISC 1	Construct Parking Lot APN 501-36-115M	LSUM	1	40,000.00	40,000.00
MISC 2	Miscellaneous Improvements to USPS property	LSUM	1	30,000.00	30,000.00
MISC 3	Construct driveway on Luna Street for 501-36-115S 12' wide	LSUM	1	6.50	6.50
MISC 4	Install 4'x8' project sign	EA	2	500.00	1,000.00
MISC 5	Extend auxiliary power	LSUM	1	15,000.00	15,000.00
MISC 6	Construct 10'x20' CMU Wall Enclosure with 10' Wide Double Steel Gate w/ wood slats at SW Gas Regulator Station	LSUM	1	6,100.00	6,100.00
MISC 7	<b>Temporary Chain Link Fence at El Mirage Elementary School</b>	LSUM	1	3,000.00	3,000.00
APS 1	APS Trench S1	LF	148	15.00	2,220.00
APS 2	APS Trench S2	LF	56	25.00	1,400.00
APS 3	APS Trench S3	LF	137	10.00	1,370.00

## Solicitation Number: EM12-ST03/EM12-ST04

## Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
APS 4	APS Trench S4	LF	73	25.00	1,825.00
APS 5	APS Trench S5	LF	15	15.00	225.00
APS 6	APS Trench S6	LF	8	30.00	240.00
APS 7	APS Trench S7	LF	54	20.00	1,080.00
APS 8	APS Trench S8	LF	8	30.00	240.00
APS 9	APS Trench S9	LF	24	20.00	480.00
APS 10	APS Trench S10	LF	8	30.00	240.00
APS 11	APS Trench P1	LF	100	10.00	1,000.00
APS 12	APS Trench P2	LF	92	10.00	920.00
APS 13	APS Trench P2A	LF	2	30.00	60.00
APS 14	APS Trench P3	LF	655	25.00	16,375.00
APS 15	APS Trench P4	LF	12	20.00	240.00
APS 16	APS Trench P5	LF	457	22.00	10,054.00
APS 17	APS Trench P6	LF	262	14.00	3,668.00

Solicitation Number: EM12-ST03/EM12-ST04  
Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
APS 18	APS Trench P7	LF	13	18.00	234.00
APS 19	APS Trench P8	LF	20	25.00	500.00
APS 20	APS Trench P8A	LF	98	30.00	2,940.00
APS 21	APS Trench P9	LF	203	15.00	3,045.00
APS 22	APS Trench P10	LF	14	20.00	280.00
APS 23	APS Trench P11	LF	71	30.00	2,130.00
APS 24	APS Trench P12	LF	217	10.00	2,170.00
APS 25	APS Trench P13	LF	11	20.00	220.00
APS 26	APS Trench P13A	LF	9	30.00	270.00
APS 27	APS Trench P13B	LF	4	30.00	120.00
APS 28	APS Trench P14	LF	21	20.00	420.00
APS 29	APS Trench P15	LF	16	20.00	320.00
APS 30	APS Trench P16	LF	80	30.00	2,400.00
APS 31	APS Trench P17	LF	151	10.00	1,510.00

## Solicitation Number: EM12-ST03/EM12-ST04

## Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
APS 32	APS Trench P18	LF	16	20.00	320.00
APS 33	APS Trench P19	LF	150	10.00	1,500.00
APS 34	APS Trench P20	LF	50	40.00	2,000.00
APS 35	APS Trench P21	LF	13	20.00	260.00
APS 36	APS Trench P22	LF	31	25.00	775.00
APS 37	APS Trench P23	LF	169	45.00	7,605.00
APS 38	APS Trench P23A	LF	257	40.00	10,280.00
APS 39	APS Trench P23B	LF	26	200.00	5,200.00
APS 40	APS Trench P24	LF	110	14.00	1,540.00
APS 41	APS Trench P25	LF	13	20.00	260.00
APS 42	APS Trench F1	LF	245	22.00	5,390.00
APS 43	APS Trench F1A	LF	48	10.00	480.00
APS 44	APS Trench F1B	LF	78	10.00	780.00
APS 45	APS Trench F2	LF	25	20.00	500.00

## Solicitation Number: EM12-ST03/EM12-ST04

## Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
APS 46	APS Trench F2A	LF	467	16.00	7,472.00
APS 47	APS Trench F3	LF	28	55.00	1,540.00
APS 48	APS Trench F4	LF	17	20.00	340.00
APS 49	APS Trench F5	LF	13	20.00	260.00
APS 50	APS Trench F6	LF	9	25.00	225.00
APS 51	APS Trench F7	LF	12	20.00	240.00
APS 52	APS Trench F8	LF	89	15.00	1,335.00
APS 53	APS Trench F9	LF	227	20.00	4,540.00
APS 54	APS Trench F10	LF	135	48.00	6,480.00
APS 55	APS Trench F11	LF	47	28.00	1,316.00
APS 56	APS Trench F11A	LF	12	40.00	480.00
APS 57	APS Trench F12	LF	114	30.00	3,420.00
APS 58	APS Trench F13	LF	55	30.00	1,650.00
APS 59	APS Trench F13A	LF	39	15.00	585.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
APS 60	APS Trench F14	LF	69	10.00	690.00
APS 61	APS Trench F15	LF	938	30.00	28,140.00
APS 62	APS Trench F16	LF	384	20.00	7,680.00
APS 63	APS Trench F17	LF	292	14.00	4,088.00
APS 64	APS Trench F18	LF	264	10.00	2,640.00
APS 65	APS Trench F19	LF	27	20.00	540.00
APS 66	APS Trench F20	LF	204	12.00	2,448.00
APS 67	APS Trench F21	LF	78	30.00	2,340.00
APS 68	APS Trench F22	LF	6	40.00	240.00
APS 69	APS Trench F23	LF	71	10.00	710.00
APS 70	APS Trench F24	LF	313	16.00	5,008.00
APS 71	APS Trench F25	LF	256	17.00	4,352.00
APS 72	APS Trench F26	LF	35	20.00	700.00
APS 73	APS Trench F27	LF	20	20.00	400.00

Solicitation Number: EM12-ST03/EM12-ST04  
 Addendum #6

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
APS 74	APS Trench F27A	LF	7	35.00	245.00
APS 75	APS Trench F28	LF	23	20.00	460.00
APS 76	APS Trench F29	LF	117	13.00	1,521.00
APS 77	APS Trench F30	LF	38	13.00	494.00
APS 78	APS Trench F31	LF	352	42.00	14,784.00
APS 79	APS Trench F32	LF	23	20.00	460.00
APS 80	APS Trench F33	LF	125	15.00	1,875.00
APS 81	APS Trench F34	LF	13	20.00	260.00
APS 82	APS Trench F35	LF	57	17.00	969.00
APS 83	APS Trench F35A	LF	307	14.00	4,298.00
APS 84	APS Trench F36	LF	369	14.00	5,166.00
APS 85	APS Trench F37	LF	90	16.00	1,440.00
APS 86	APS Trench F38	LF	31	20.00	620.00
APS 87	APS Trench F39	LF	65	30.00	1,950.00

BID ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED AMOUNT
APS 88	APS Trench F40	LF	193	193.00	37,249.00
APS 89	APS Trench F41	LF	70	70.00	4,900.00
APS 90	APS Trench F42	LF	41	40.00	1,640.00
APS 91	APS Trench F43	LF	58	33.00	1,914.00
APS 92	APS Trench F44 (Bore Under BNSF Spur)	LF	84	425.00	35,700.00
APS 93	Procure & Install APS Conduit in Trench	LF	10554	7.00	73,878.00
APS 94	Install APS Transformer Pad	EA	6	1,300.00	7,800.00
APS 95	Install APS Pull Box	EA	7	1,200.00	8,400.00
APS 96	Install APS Switch Cabinet Pad	EA	9	3,200.00	28,800.00
ALLOW	UtilityCoordination	ALLOW	1	<b>\$250,000</b>	<b>\$250,000</b>
COX1	Install COX Conduit and tracer wire in Trench	LF	5421	8.00	43,368.00
COX2	Install COX Vault	EA	10	300.00	3,000.00
COX3	Install Cox Pedestal	EA	10	300.00	3,000.00
CL1	Install CenturyLink Conduit and tracer wire in Trench	LF	3500	2.00	7,000.00

Solicitation Number: EM12-ST03/EM12-ST04  
Addendum #6

BID ITEM	DESCRIPTION	EXTENDED AMOUNT
Total	Total of All Project Costs	9,897,043. <sup>10</sup>

The unit prices for **Thunderbird Road from 127th Avenue to El Frio Street (EM12-ST03)** and **El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)** shall include all labor, materials, water disposal, bailing, shoring, removal, disposal, overhead, profit, insurance, and all other related costs and work to cover the finished work and provide a finished product.

RESPECTFULLY SUBMITTED BY:

BY: Roger Eischen

TITLE: Senior Vice President

FIRM: Sunland Inc., Asphalt & Sealcoating

ADDRESS: 3002 South Priest Drive

Tempe, AZ 85282

PHONE: 602-288-4667



**CITY OF EL MIRAGE**

**DCS – Engineering Procurement**

12145 N.W. Grand Ave.  
 El Mirage, Arizona 85335  
 Telephone: (623) 933-8318  
 Fax: (623) 933-8418

**ADDENDUM NO. 1**

**Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)  
 EM12-ST03/EM12-ST04**

**EM12-ST03/EM12-ST04**

**Solicitation Description: Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)**

**City Project No. EM12-ST03/EM12-ST04**

**Addendum No. 1 Issue Date: November 2, 2015**

1. This solicitation will no longer be a CDBG Federally Funded Project.
2. A new solicitation document has been posted on the link.
3. The CDBG Funded waterline replacement portion of this project has been removed.
4. Summary of Changes: The CDBG Funded Water Line Replacement has been removed from this project. This project is no longer Federally Funded. New contract documents are included. All federal requirements have been removed and the Builder’s Risk (Property) Insurance requirement has been removed.

Quantities for the following bid items have been reduced accordingly:

350.02W	Abandon Water Valve in Place, Close Valve, Remove Box & Cover
350.07W	Remove 6" Water Main
350.10W	Remove Fire Hydrant
630.01	1-inch Reduced Pressure Backflow Preventer w/Enclosure (COEM Std Det 351-1)

The following bid items have been removed:

350.01W	Abandon Water Main in Place
350.03W	Cut & Plug Exst Water Main
350.06W	Remove 12" Water Main
350.08W	Remove 8" Water Main
350.11W	Remove Meter Box & Cover



# CITY OF EL MIRAGE

## ADDENDUM NO. 1

Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)  
EM12-ST03/EM12-ST04

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**EM12-ST03/EM12-ST04**

350.12W	Remove Water Gate Valve
610.01	1-inch Water Service
610.02	6-inch DIP Water Main (CL350, Restrained)
610.03	8-inch DIP Water Main (CL350, Restrained)
610.04	12-inch DIP Water Main (CL350, Restrained)
610.05	16-inch DIP Water Main (CL250, Restrained)
610.09	Fire Hydrant Assembly w/Gate Valve, Box & Cover
630.02	8-inch Gate Valve, Valve Box & Cover (COEM Std Det 393)
630.03	12-inch Gate Valve, Valve Box & Cover (COEM Std Det 393)
630.02	16-inch Gate Valve w/Box & Cover (COEM Std Det 393)

Addendum No. 1: Signature: \_\_\_\_\_

Date: 12-17-15



## CITY OF EL MIRAGE

### ADDENDUM 2

Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)  
EM12-ST03/EM12-ST04

### DCS – Engineering Procurement

12145 N.W. Grand Ave.  
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Telephone: (623) 933-8318  
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**EM12-ST03/EM12-ST04**

Solicitation Description: **Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)**

**City Project No. EM12-ST03/EM12-ST04**

Issue Date:

**November 25, 2015**

**Bid Opening Parking:** Due to limited parking at City Hall, bidders are asked to park in the City owned lot at the northeast corner of Well Street and Primrose Street. An Exhibit has been attached that shows the parking lot location.

**Project Phasing:** Prospective bidders shall create their own project phasing plan that incorporates the following limitations:

A water line project, separate from the work within this Bid Package, will be constructed along El Mirage Road between Thunderbird Road and Grand Avenue. Prospective bidders shall anticipate this water line work to start no later than April 1, 2016 and last approximately 4 months. During this period, the contractor awarded the project outlined in this Bid Package is expected to work only within Thunderbird Road, east and west of the intersection with El Mirage Road, and shall fully cooperate with the City's contractor on the water line project.

**Right-of-way Acquisition:** The following properties are in varying stages of acquisition but have not closed. Prospective bidders shall plan their work accordingly. Any further updates to this list will be provided after the Bid Opening.

501-33-826A  
501-37-007X  
501-37-007Y  
501-37-007V  
501-33-010X  
501-33-010J  
501-33-007P  
509-37-007W  
501-27-005  
501-36-115L  
501-36-115G  
501-36-116E  
501-29-040A



## CITY OF EL MIRAGE

### ADDENDUM 2

Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)

EM12-ST03/EM12-ST04

### DCS – Engineering Procurement

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**EM12-ST03/EM12-ST04**

**Utility Work:** The contractor shall excavate and install conduit for APS, Cox, and CenturyLink. The utility owners shall install conductors and perform switchovers to the new alignment.

- APS Switchover: Prospective bidders shall plan work to ensure the project is ready for APS to begin the switchover on October 1, 2016. Please allow 4 weeks for APS to complete their work.
- Separate bid items are included for the excavation and backfill of each trench detail included in the APS plans and procurement and installation of the conduit in the trench.
- Century Link requires 2 months of work at the crossover box and 6 weeks for the rest of the conversion once the conduit is in place. Century Link will provide conduit and tracer wire.
- Cox will provide conduit and tracer wire.
- An allowance item is included for additional utility work unknown at bid opening.

#### **Other Miscellaneous Work:**

**APN 501-36-115M** – See the attached, revised USPS Parking Exhibit. Work includes the construction of the parking lot, two 24' wide COP Detail 1255-1 driveways, single curb (Type 'A') to separate the driveway, thermoplastic striping, signage with posts per COEM details, and other ancillary items necessary for a complete parking lot. The pavement section shall be 3" of COP C3/4" Marshall High Traffic mix over 8" of aggregate base. Parking Spaces 1-11 shall be signed for "USPS Customers M-S 8am to 5pm". Two signs stating "USPS Only" shall be placed at the south driveway. Parking Blocks shall be installed at all spaces and the site shall be graded to connect with the USPS parking lot. Decomposed granite shall be placed in landscape areas (i.e. medians, etc.). All costs should be included in Bid Item MISC 1.

**USPS Parking Lot** – See the attached, revised USPS Parking Exhibit. Work includes having existing striping obliterated, crack seal applied, treat with fog seal, installation of concrete pad for mailbox(es), restriping with thermoplastic (including employee area) and having the flagpole relocated. Concrete pad and flagpole work needs to be coordinated with the Post Master. Work on the parking lot shall be scheduled to not interfere with USPS operations. All costs should be included in Bid Item MISC 2.

**APN 501-36-115S** – See the attached exhibit. Work includes the construction of a 12' wide COP Detail 1255-1 driveway and grade a path plated with 2" of compacted millings to provide delivery access for the commercial properties. All removals and other work necessary for this shall be included in the lump sum. All costs should be included in Bid Item No. MISC 3.

**Project Signs** - The two existing project signs located along Thunderbird Road, at El Frio Street and 127<sup>th</sup> Avenue, shall be maintained by this contract. Two new 4'x8' signs are to be installed on temporary posts at



## CITY OF EL MIRAGE

### ADDENDUM 2

Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)

EM12-ST03/EM12-ST04

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**EM12-ST03/EM12-ST04**

the northern and southern ends of the project. The cost of this work should be included in MISC 4.

**Auxiliary Power Extension** - Extend auxiliary power west from Sta 354+00 to the proposed median at approx. Sta. 356+35 and include No. 5 pull box. Include conductors for two circuits back to the point of service. The cost of this work should be included in Bid Item No. MISC 5.

**APN 501-26-035C** – the contractor shall grade the site and remove stockpiles of material. All costs should be included in Bid Item No. 350.02.

**Existing Manhole Covers** - For bidding purposes, assume all existing manhole covers are 30” (for replacement covers). Exact measurements shall be field verified before ordering new covers and rings.

**New Manhole Covers** - All new sanitary and storm manholes shall use the cover shown in City of El Mirage Detail 423. The cost of the covers should be included in the price of the manhole. City details are located on the City website.

**Quality Control** - Contractor’s Quality Control shall adhere to the City of El Mirage Materials Testing Guidelines which are located on the City’s website.

**Bedding & Backfill for Pipelines** - City of El Mirage Detail 406, Note 5 shall only apply to areas where the entire roadway section will not be completely reconstructed. Backfill below new pavement shall be per MAG standards. City details are located on the City website.

**Weekly Meetings** - The Contractor is going to be required to run weekly Construction Meetings during the length of the project stipulated in the “Time of Completion” section on Page 20. This includes preparing agendas and meeting minutes for distribution. This cost will be incidental to the project.

**Survey Monuments** – The plans show all survey monuments as Type A per MAG Detail 120. Type A monuments are only to be used at specific locations. Bid Item No. 405.01 and 405.01A have broken the 34 monuments between Type A and B. The final locations of each type will be discussed with the winning bidder.

**Traffic Signal Controller** – The controller to be used at the new Thunderbird Road and El Mirage Road intersection should be an Econolite ASC 3-2100, not an ASC3-1000.

**Gas Line Revision** – Sheet SD14 of ST03 shows a 2” and 4” gas line (PH#31) to be relocated by others. These lines were found to be at an approximately elevation of 1116.6 instead of 1113.36, so they do not need to be relocated and will instead need to be protected in place.



## CITY OF EL MIRAGE

### ADDENDUM 2

Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El  
Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)  
EM12-ST03/EM12-ST04

### DCS – Engineering Procurement

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**EM12-ST03/EM12-ST04**

**Work Within BNSF Right-of-Way** - Work on APS trench F44 will require coordination with BNSF railroad and compliance with their safety training program and insurance requirements. Commercial General Liability, Business Automobile, Workers Compensation and Employers Liability, Railroad Protective Liability, and Pollution Legal Liability Insurance requirements are available through BNSF.

The contractor shall comply with all requirements of the railroad concerning access, insurance, inspection, flagging requirements, and protection of its property, including, when required, a plan for erosion control. Following award of the contract, the contractor must contact Mr. Matthew Keim, BNSF Manager Public Projects to begin the TOP application process. All communications with BNSF shall respect its requirements for lead time to respond. All correspondence and formal communications must be directed to Mr. Keim, with copy to the State's Engineer, and daily coordination and communications established with Mr. Steve Marino, BNSF Road Master:

Mr. Matthew Keim Manager Public Projects Phoenix Subdivision  
Burlington Northern Santa Fe Railroad 740 East Carnegie Drive  
San Bernardino, CA 92408 909-386-4472 office  
909-386-4479 fax  
[Matthew.Keim@bnsf.com](mailto:Matthew.Keim@bnsf.com)

Mr. Steve Marino  
Roadmaster, Phoenix Subdivision  
Burlington Northern Santa Fe Railroad  
(602) 708-3593  
[Steve.Marino@bnsf.com](mailto:Steve.Marino@bnsf.com)

The cost associated with this work must be included in Bid Item No. APS 92.

Addendum No. 2: Signature: \_\_\_\_\_

Date: 12/17/2015



**CITY OF EL MIRAGE**

**DCS – Engineering  
Procurement**

12145 N.W. Grand Ave.  
El Mirage, Arizona 85335  
Telephone: (623) 933-8318  
Fax: (623) 933-8418

**ADDENDUM 3**

**Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El  
Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)  
EM12-ST03/EM12-ST04**

**EM12-ST03/EM12-ST04**

Solicitation Description: **Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)**

**City Project No. EM12-ST03/EM12-ST04**

Issue Date: **November 30, 2015**

The bid opening date of **December 8, 2015** shall be stricken from the Invitation to Bid, (IFB) # EM12-ST03/EM12-ST04 and replaced with a new bid opening date of **December 17, 2015 2:30pm (Arizona Time)** held at City Hall – *12145 N.W. Grand Avenue El Mirage, Arizona 85335.*

The final date for inquires of **November 24, 2015** shall be stricken from the Invitation to Bid, (IFB) # EM12-ST03/EM12-ST04 and replaced with a new inquiry date of **December 7, 2015 5:00pm (Arizona Time).**

All changes addressed in Addendum # 2 are available in the Dropbox Link below:  
<https://www.dropbox.com/sh/aebqjbielszz4f7/AAAmtMtMsRm-1RI7C0norohVa?dl=0>

Addendum No. 3: Signature: \_\_\_\_\_

Date: 12/17/2015



# CITY OF EL MIRAGE

## ADDENDUM 4 Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04) EM12-ST03/EM12-ST04

### DCS – Engineering Procurement

12145 N.W. Grand Ave.  
El Mirage, Arizona 85335  
Telephone: (623) 933-8318  
Fax: (623) 933-8418

### EM12-ST03/EM12-ST04

Solicitation Description: **Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)**

**City Project No. EM12-ST03/EM12-ST04**

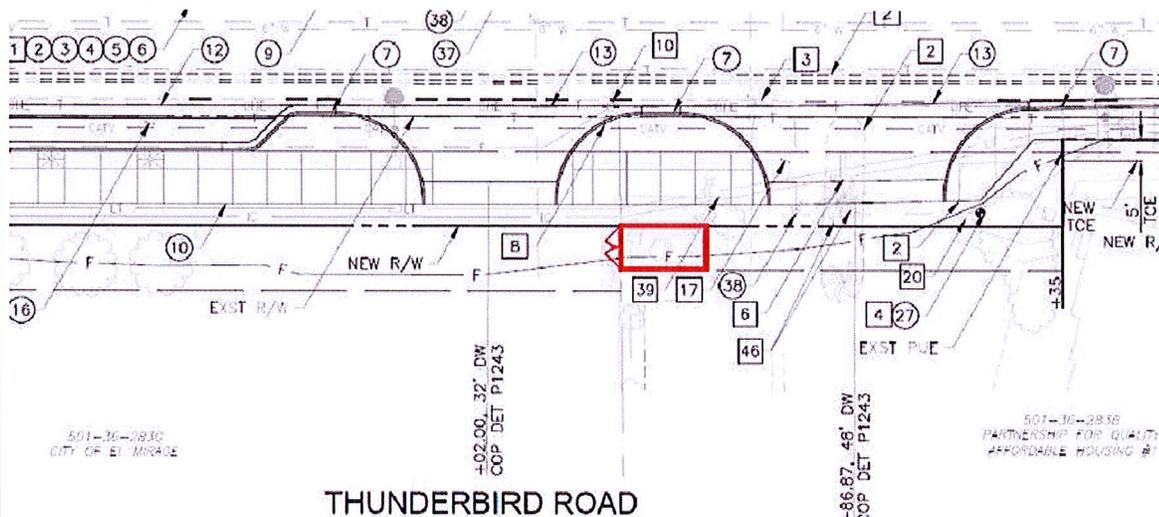
Issue Date: **December 9, 2015**

All changes addressed in Addendum # 4 are available in the Dropbox Link below:  
<https://www.dropbox.com/sh/aebqjbielszz4f7/AAAmtMtMsRm-1RI7C0norohVva?dl=0>

Please download the Addendum 4 bid schedule & the PDF file of the plans for the latest changes.

The following bid item was added to the bid schedule:

MISC 6: Construct a CMU Enclosure at the SW Gas Regulator Station



The enclosure shall be 10'x20' constructed with 8x8x16 CMU approximately 6' tall. The gates shall be black steel with wood slats and shall be lockable. The contractor shall submit shop drawings that include foundation design. The enclosure shall be painted to match nearby walls. The lump sum price shall be all inclusive.



**CITY OF EL MIRAGE**

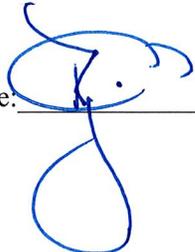
**ADDENDUM 4**  
Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El  
Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)  
EM12-ST03/EM12-ST04

**DCS – Engineering  
Procurement**  
12145 N.W. Grand Ave.  
El Mirage, Arizona 85335  
Telephone: (623) 933-8318  
Fax: (623) 933-8418  
**EM12-ST03/EM12-ST04**

Other bid items were updated based on the questions received during the Q&A period.

Please note:

Some existing Southwest Gas facilities may conflict with subgrade work. Southwest Gas will provide additional information to the contractor prior to commencing work. The contractor shall protect existing lines during roadway work and shall adjust means and methods as necessary.

Addendum No. 4: Signature:  Date: 12/17/2015



# CITY OF EL MIRAGE

## DCS – Engineering Procurement

12145 N.W. Grand Ave.  
El Mirage, Arizona 85335  
Telephone: (623) 933-8318  
Fax: (623) 933-8418

### ADDENDUM 5

Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El  
Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)

EM12-ST03/EM12-ST04

**EM12-ST03/EM12-ST04**

Solicitation Description: **Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)**

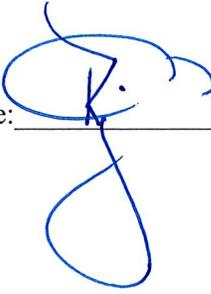
**City Project No. EM12-ST03/EM12-ST04**

Issue Date: **December 10, 2015**

All changes addressed in Addendum # 5 are available in the Dropbox Link below:  
<https://www.dropbox.com/sh/aebqjbielszz4f7/AAAmtMtMsRm-1RI7C0norohVa?dl=0>

Bid Item 350.42 was removed from the Bid Schedule  
Bid Item 610.09 increased to 16 EA  
Bid Item 350.02W increased to 16 EA

**Please Download the new Bid Schedule**

Addendum No. 5: Signature:  Date: 12/17/2015



**CITY OF EL MIRAGE**

**ADDENDUM 6**  
Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El  
Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)  
EM12-ST03/EM12-ST04

**DCS – Engineering  
Procurement**

12145 N.W. Grand Ave.  
El Mirage, Arizona 85335  
Telephone: (623) 933-8318  
Fax: (623) 933-8418

**EM12-ST03/EM12-ST04**

**Solicitation Description: Thunderbird Road from 127<sup>th</sup> Avenue to El Frio Street (EM12-ST03) and El Mirage Road from Cactus Road to Grand Avenue (EM12-ST04)**

**City Project No. EM12-ST03/EM12-ST04**

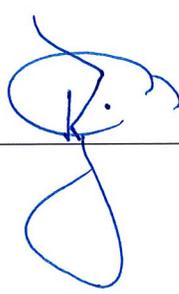
**Issue Date: December 11, 2015**

All changes addressed in Addendum # 6 are available in the Dropbox Link below:  
<https://www.dropbox.com/sh/aebqjbielszz4f7/AAAmtMtMsRm-1RI7C0norohVa?dl=0>

**Bid Item MISC 7 Temporary Chain Link Fence at El Mirage Elementary School**

Prior to relocating the Wrought Iron Fence at El Mirage Elementary School, the contractor shall install temporary chain link fencing and ensure the school property remains secure during construction.

**Please Download the new Bid Schedule**

Addendum No. 6: Signature:  Date: 12/17/2015

**Thunderbird Rd 127th to El Frio St. & Cactus Rd to Grand Ave.**

**Project Number EM12-ST03/ST04**

*Bid Opening: Thursday, December 17, 2015 2:30PM*

<b>VENDOR</b>	<b>TOTAL BID</b>	<b>RANK</b>
SUNLAND ASPHALT	\$9,897,043.10	1
COMBS CONSTRUCTION	\$10,233,365.65	2
J. BANICKI CONSTRUCTION	\$11,534,000.00	3
STANDARD CONSTRUCTION	\$11,908,201.25	4
HAYDON	\$12,585,643.58	5

  
Sharon Antes, City Clerk

  
Cadle Collins, Purchasing Admin.

# EL MIRAGE ROAD IMPROVEMENTS

## STREETS

The City is partnering with McDot and MAG to complete construction of El Mirage Road from Northern to Thunderbird and to complete improvements along Thunderbird Road from Grand Avenue to west of El Mirage Road. The City has bond authorization to pay for its share of the



improvements. McDot will provide \$6 million and MAG will provide 70% funding up to approximately \$36 million. The City intends to accelerate the project to complete improvements in less than five years. The original projections were for the project to take approximately ten years.

**PROJECT & TRANSPORTATION NEWS**

**Construction Activity Update**

**El Mirage Road (Picerne Drive to Bell Road) Roadway Improvement Project**

Surprise, AZ — The Maricopa County Department of Transportation (MCDOT) contractor has made major progress on the El Mirage Road improvement project. Crews have installed pole foundations and control cabinets for new traffic signals at the Bell Road intersection, placed new curb and gutter, started storm drain construction, and prepared areas for new sidewalk installation and the paving of new roadway sections. Over the next few weeks, construction efforts will include the installation of the following: storm drain pipes crossing Bell Road and along El Mirage Road; new guardrail along westbound Bell Road; traffic signal poles and signal heads; and a new masonry wall at the northwest corner of Bell Road and El Mirage Road. Additionally, crews will continue work on concrete and roadway paving activities.

**Daytime/Nighttime Traffic Lane Restrictions**

To accommodate the project's expedited construction schedule, temporary closures or lane restrictions can be anticipated. Please be alert to changes in the temporary construction signs and flag persons when driving through the construction zone. In addition, give yourself plenty of time to get where you are going as there may be traffic delays. Access will be maintained for residents, businesses and emergency vehicles.

**About the Project**

The Maricopa County Department of Transportation (MCDOT), in partnership with the City of Surprise, is installing new traffic signals, street lighting, curb/gutter and sidewalk, raised medians, three through travel lanes and dual left-turn lanes in all four directions, right-turn-only lanes for west, south and eastbound travel and a "new-flow" right-turn lane on westbound Bell Road for northbound travel onto El Mirage Road. The project also includes the widening of El Mirage Road between Bolla Drive and Bell Road and drainage improvements on El Mirage Road from the Lizard Acres Wash crossing northward to just south of Bell Road. Project completion is slated for March 2014.

**Construction Work Hours**

Daytime work hours are 6:00 a.m. to 5:00 p.m., Monday through Friday. Some evening and weekend work may be required.

**Safety Matters**

During construction, traffic lane restrictions are anticipated. Be alert to changes in temporary traffic signage and flag persons who will direct traffic through the construction zone and allow entry if safe to do so. There may be traffic delays.

## CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment									
Buildings									
Improvements	56-Capital Streets	Bonds/ Grants	\$17,711,500					\$17,711,500	\$28,330,000
Total			\$17,711,500					\$17,711,500	\$28,330,000



AGENDA ITEM B

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>12/23/2015</u>  <b>DATE ACTION REQUESTED:</b> <u>01/19/2016</u>  <input checked="" type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>CONSENT</b>	<b>TYPE OF ACTION:</b>  <input type="checkbox"/> <b>RESOLUTION #</b> _____ <input type="checkbox"/> <b>ORDINANCE #</b> _____ <input checked="" type="checkbox"/> <b>OTHER: IGA</b>	<b>SUBJECT:</b> Consideration and action to authorize execution of the IGA with ADOT to reconstruct the US 60 (Grand Avenue)/Thunderbird Road intersection in an amount not to exceed \$30,000.
---	--	---

<b>TO:</b> Mayor and Council
<b>FROM:</b> Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer
<b>RECOMMENDATION:</b> To approve authorization of the IGA with ADOT to reconstruct the US 60 (Grand Avenue) / Thunderbird Road intersection in an amount not to exceed \$30,000.
<b>PROPOSED MOTION:</b> I move we approve the IGA as presented.
<b>ATTACHMENTS:</b> IGA

**DISCUSSION:** This project will reconfigure Thunderbird Road, a portion of the Grand Avenue frontage road, and widen part of Thompson Ranch Road. ADOT has sufficient funds budgeted to cover the entire cost of the necessary roadway improvements for this project. Current statutory limits prohibit ADOT's funds from being used for roadway enhancements and the City will be responsible for these costs currently estimated at \$13,578 as shown on Exhibit B of the IGA. Approval of this IGA will authorize expenditure of up to \$30,000 for actual roadway enhancement cost as part of this project. This project is an extension of the Thunderbird Road project and as such, is eligible for a 70% reimbursement from the Arterial Life Cycle Program (ALCP) fund, managed by MAG.

**FISCAL IMPACT:** \$30,000

**DEPARTMENT LINE ITEM ACCOUNT:** 56-400-669

**BALANCE IN LINE ITEM IF APPROVED:** \$3,048,714.11

Finance Director:

Robert Nilles

1/14/16  
 Date

Approved as to form:

Robert M. Hall, City Attorney

1/14/16  
 Date

City Manager:

Dr. Spencer A. Isom

1/14/16  
 Date

ADOT CAR No.: IGA /JPA 15-0005361-I  
AG Contract No.: P001 2015003484  
Project: System Enhancement  
Section: US60 (Grand Avenue)/Thunderbird  
Rd. Intersection  
**Federal-aid No.: 060-B(208)A,**  
**ADOT Project No.: H8374 01D 01C**  
**TIP/STIP No.: DOT14-156D, DOT15-184D,**  
**DOT15-156C**  
**CFDA No.: 20.205 - Highway Planning**  
**and Construction**  
**Budget Source Item No.: 45714**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF EL MIRAGE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF EL MIRAGE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.

3. The State has programmed for the design and construction of improvements to widen and realign Thunderbird Road east of El Frio Street, to curve toward US60 (Grand Avenue) and provide a direct connection to US60 at the US 60/Thompson Ranch Road intersection and realign the Grand Avenue frontage road intersecting local streets, shown on Exhibit A, attached hereto and made a part hereof. In addition, the State's work includes, but is not limited to, the extension of culvert structures, the modification of channels and storm drain systems, sidewalks, landscaping, traffic signals and lighting. The City requests that the State designs and constructs enhancements to the traffic signals in coordination with the State's work, herein referred to as the Project, shown on Exhibit B, attached hereto and made a part hereof. The City will be responsible for the costs of enhancements over and above the State's standard costs, estimated at **\$13,578.00**, along with the maintenance of the frontage road, the signals at Thunderbird Road, the utility costs, maintenance of landscaping, lighting, and other enhancements associated with the Project.

4. The purpose of this Agreement is to outline the Parties funding obligations and maintenance responsibilities upon completion of the Project. The State's work is designed to improve the safety and operational characteristics of the existing US60/Thompson Ranch Road intersection. The realigned Thunderbird Road is designed to avoid an existing BNSF railroad switch for the multiple railroad track sidings within the BNSF Automotive Distribution Center to the east. The realigned Thunderbird Road connects to the new street configuration planned with the City's Thunderbird Road widening project to the west.

5. The Parties agree and acknowledge that a) they will perform their responsibilities consistent with this Agreement, and b) any change or modification to the Project will only occur with the mutual written consent of both Parties.

6. The Project will be performed, completed, accepted and paid for in accordance with this Agreement and the requirements of the Project plans and specifications.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, for purposes of the City's requested enhancements only, shown on Exhibit B.

b. Upon execution of this Agreement, invoice the City the amount of \$13,578.00, for the estimated costs outlined in Exhibit B, for the City's requested Project enhancements over and above the State's standard items. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project costs.

c. By Resolution of the State Transportation Board, bring into the State system the necessary rights-of-way needed for construction of the Project, including portions of the City's cross streets.

d. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City, as appropriate.

e. With FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project.

g. Before construction of the State's work, enter into a construction and maintenance agreement (ref. 3568-15-BNSF) with the Burlington Northern Santa Fe (BNSF) Railway at Thompson Ranch Road for the widening of Thompson Ranch Road, construction of sidewalks and signal facilities at the BNSF crossing, through ADOT's Utility and Railroad Engineering Section.

h. Work cooperatively with the City's Thunderbird Road project contractor to coordinate traffic control and project interface.

i. Issue, per established procedures of the State's Central District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work to be provided by the City within the State's rights-of-way, upon completion of the Project. Process any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the City in this Agreement. The State agrees all activities that are reasonably required to be performed by the City under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

j. Upon completion of the Project, conduct a final walk through with the City for concurrence of the City's requested elements identified herein. The State will accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project Documents and that the Project has been satisfactorily completed.

k. Upon completion of the Project's construction and during the landscape establishment period, be responsible, through its contractor, for maintenance of the landscaping, and the irrigation system. Include the City on any site meetings with contractor during the landscape establishment period.

l. Upon completion of the Project and approval by Resolution of the State's Transportation Board, abandon ownership, jurisdiction and maintenance responsibilities for the right-of-way no longer required for the operation, maintenance of the State's work and the Project, as shown on Exhibit A.

m. Be responsible for the operation and maintenance of the traffic signals and lighting at US60/Thunderbird Road/Thompson Ranch Road intersection and the pavement south of the railroad crossing up to the concrete railroad panels. The State will be responsible for sidewalk maintenance along US60 up to the radius returns at each intersection.

2. The City will:

a. Upon execution of this Agreement, designate the State as the authorized agent for the City, for purpose of the City's requested enhancements only, shown on Exhibit B.

b. Upon execution of this Agreement and within thirty (30) days of receipt of an invoice from the State, pay the amount of **\$13,578.00**, for the estimated costs outlined in Exhibit B, for the City's requested Project enhancements, over and above the State's standard items. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project costs.

c. Review the design documents required for construction of the Project and provide comments to the State, as appropriate.

d. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

e. Obtain per established procedures of the State's Central District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work to be provided by the City within the State's rights-of-way, upon completion of the Project. Any new construction or installation shall require a separate permit as per the Central Maintenance District established procedures, which may be obtained through the Central Maintenance District Permit Office referenced herein. The City will re-apply for a blanket permit annually.

f. Coordinate with the State relative to the traffic control and Project interface regarding the City's Thunderbird Road project. The City will require its contractor to provide the State, contract documents for the adjacent City project to improve Thunderbird Road, and include in the special provisions for the City's project, a requirement that the City's contractor will work cooperatively with the State's contractor relative to the City's Thunderbird Road widening project and its connection with the realigned Thunderbird Road.

g. Provide a point of connection to the City's water system, at no cost to the State, for the purpose of supplying irrigation water for Project landscaping.

h. Waive the four (4) year advance notification requirements of Arizona Revised Statutes 28-7209 of the area to be abandoned to the City once construction is complete for both the State's work and the Project elements.

i. Upon completion of the Project and approval by Resolution of the State's Transportation Board, accept ownership, jurisdiction and maintenance responsibilities for the Grand Avenue frontage road, to include, lighting, utility costs, landscaping, and traffic signal maintenance at the Thunderbird Road and Grand Avenue frontage road intersection, including electric power,

j. Be responsible for the electric power and utility costs for the traffic signals and lighting of the US60/Thunderbird Road/Thompson Ranch Road intersection; maintain the sidewalks on the crossroads beyond the US60 radius returns.

k. At the conclusion of the contractor's landscape establishment period, maintain the decomposed granite, landscaping and irrigation system, including all testing, adjusting, repairing and operation of the irrigation system within the Project limits, which includes the landscape north of US60 as well as the median landscape within the Project limits. In addition, the City will maintain the paint only on the safety railing crossing the channel and the pavement and pavement markings, all shown on Exhibit A.

l. Obtain per established procedures of the State's Central Maintenance District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all applicable permit and Certificate of Insurance requirements. Agree, any new construction or installation shall require a separate permit as per the Central Maintenance District's established procedures, of which may be obtained through the Central Maintenance District Office referenced herein.

m. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition, as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statutes § 28-641, during all maintenance operations conducted by the City on State highway rights-of-way. Plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT) Central Maintenance District Permits Office.

### **III. MISCELLANEOUS PROVISIONS**

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other Party. It is further understood and agreed that, in the event the City cancels this Agreement, the State shall have no obligation to include the City's enhancements in the Project. However, upon the State's completion of the State's work and the Project, the City will be responsible for the utility costs for landscaping, electric power for the traffic signals and lighting of the US60/Thunderbird Road/Thompson Ranch Road intersection; operation and maintenance of the lighting and traffic signal at the Thunderbird Road and Grand Avenue frontage road intersection, painting of the handrail crossing the channel and maintenance of the sidewalks on the crossroads beyond the US60 radius returns.

2. The State assumes no financial obligation or liability for the Project, or for any resulting construction of the City's adjacent Thunderbird Road project. The City, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, construction claims relative to the Project elements, shown in Exhibit B. It is understood and agreed that any damages arising from carrying out the Project, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.

5. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of El Mirage  
Attn: Jorge Gastelum  
12145 NW Grand Avenue  
El Mirage, Arizona 85335  
623-876-2920

15. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**CITY OF EL MIRAGE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_

**LANA MOOK**  
Mayor

By \_\_\_\_\_

**STEVE BOSCHEN, P.E.**  
ITD Director

ATTEST:

By \_\_\_\_\_

**SHARON ANTES**  
City Clerk

DRAFT

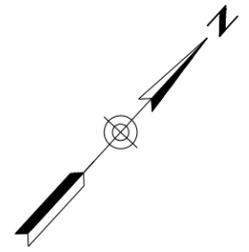
**ATTORNEY APPROVAL FORM FOR THE CITY OF EL MIRAGE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF EL MIRAGE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Attorney



City Responsible for North Side  
and Median Landscape Maintenance  
along US 60 (Grand Avenue)

Exst ADOT R/W  
Exst Slope Esmt

New R/W  
Exst City R/W

New Slope Esmt  
New R/W

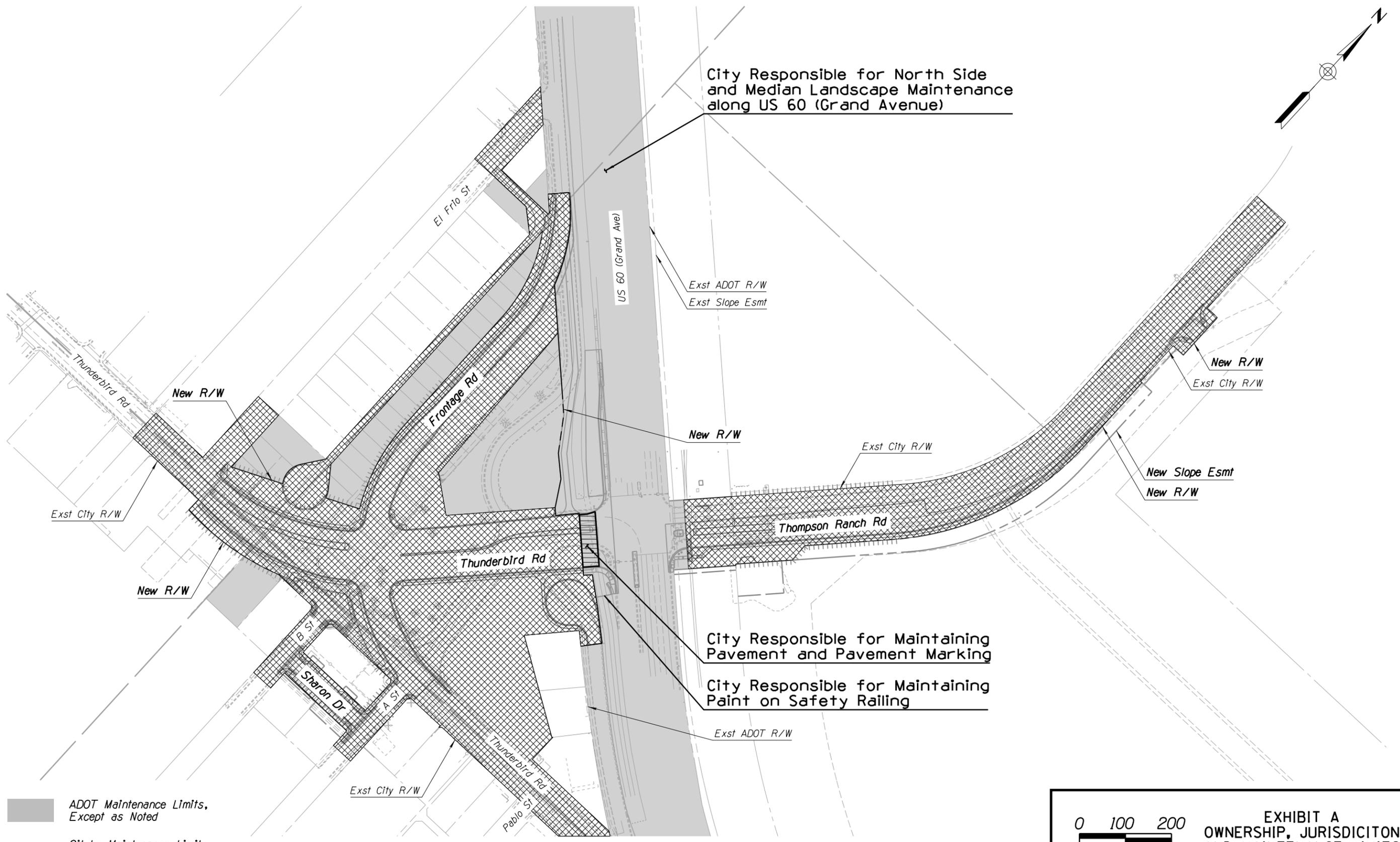
New R/W

Exst City R/W

City Responsible for Maintaining  
Pavement and Pavement Marking

City Responsible for Maintaining  
Paint on Safety Railing

Exst ADOT R/W



ADOT Maintenance Limits,  
Except as Noted

City's Maintenance Limits  
and Area to be Abandoned  
to the City

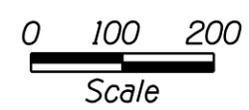


EXHIBIT A  
OWNERSHIP, JURISDICITON  
AND MAINTENANCE LIMITS

**EXHIBIT B  
ITEM 1 SUMMARY BACKUP  
060 MA 146 H8374 01C**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
	<b>CITY OF EL MIRAGE POWDER COATED SIGNAL ITEMS</b>				
	<b>ESTIMATED COST</b>				
7310011	POLE (TYPE A) (10') <sup>1</sup>	EACH	4	\$50.00	\$200.00
7330061	TRAFFIC SIGNAL FACE (TYPE F) (HORIZONTAL MOUNT) (POWDER COAT FINISH) <sup>1</sup>	EACH	15	\$57.50	\$862.50
7330137	TRAFFIC SIGNAL FACE (TYPE R) (HORIZONTAL MOUNT) (POWDER COAT FINISH) <sup>1</sup>	EACH	5	\$57.50	\$287.50
7330212	PEDESTRIAN SIGNAL (COUNTDOWN) (POWDER COAT FINISH) <sup>1</sup>	EACH	8	\$50.00	\$400.00
7330221	PEDESTRIAN PUSH BUTTON (POWDER COAT FINISH) <sup>1</sup>	EACH	8	\$46.00	\$368.00
7330401	TRAFFIC SIGNAL MOUNTING ASSEMBLY (ASTRO BRAC ASSEMBLY) (POWDER COAT FINISH) <sup>1</sup>	EACH	10	\$103.50	\$1,035.00
7330403	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV) (POWDER COAT FINISH) <sup>1</sup>	EACH	3	\$46.00	\$138.00
7330404	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V) (POWDER COAT FINISH) <sup>1</sup>	EACH	8	\$46.00	\$368.00
7330405	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VI) (POWDER COAT FINISH) <sup>1</sup>	EACH	1	\$69.00	\$69.00
7330406	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE XI) (POWDER COAT FINISH) <sup>1</sup>	EACH	5	\$23.00	\$115.00
7330524	SIGN ASSEMBLY (INTERNALLY ILLUMINATED STREET NAME SIGN) <sup>1</sup>	EACH	4	\$650.00	\$2,600.00
7340101	CONTROL CABINET (TYPE IV) (POWDER COAT FINISH) <sup>1</sup>	EACH	1	\$2,300.00	\$2,300.00
	<b>SUBTOTAL CONSTRUCTION COST (A)</b>				<b>\$8,743.00</b>
	<b>GENERAL CONSTRUCTION ITEMS</b>				
	MAINTENANCE OF TRAFFIC	L.SUM	1	1.5% of (A)	\$131.15
	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	1% of (A)	\$87.43
	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	1% of (A)	\$87.43
	MOBILIZATION SHARE	L.SUM	1	10% of (A)	\$874.30
	<b>SUBTOTAL CONSTRUCTION COST (B)</b>				<b>\$9,923.31</b>
	CONTINGENCY			5% of (B)	\$496.17
	CONSTRUCTION ENGINEERING AND ADMINISTRATION			9% of (B)	\$893.10
	DESIGN ENGINEERING AND ADMINISTRATION			10% of (B)	\$992.33
	<b>SUBTOTAL CONSTRUCTION COST (C)</b>				<b>\$12,304.90</b>
	INDIRECT COST ALLOCATION <sup>2</sup>			10.35% of (C)	\$1,273.56
	<b>ITEM 1 PROJECT TOTAL COST FOR POWDER COATED SIGNAL ITEMS</b>				<b>\$13,578.46</b>

(A)

(B)

(C)

**NOTES:**

- 1 Unit Cost shown accounts for the additional cost of Powder Coat Finish (assumed to be 10% of the overall item cost).
- 2 Indirect Cost Allocation, or ICAP as commonly referred, is applied to all ADOT-administered projects that result in additions to the state's infrastructure.

**REQUEST FOR COUNCIL ACTION**

<b>DATE SUBMITTED:</b> <u>01/04/2016</u>  <b>DATE ACTION REQUESTED:</b> <u>01/19/2016</u>  <input checked="" type="checkbox"/> <b>REGULAR</b> <input type="checkbox"/> <b>CONSENT</b> <input type="checkbox"/> <b>WORK STUDY</b> <input type="checkbox"/> <b>SPECIAL</b>	<b>TYPE OF ACTION:</b>  <input checked="" type="checkbox"/> <b>RESOLUTION</b> # <u>R16-01-02</u> <input type="checkbox"/> <b>ORDINANCE</b> # _____ <input type="checkbox"/> <b>OTHER:</b>	<b>SUBJECT:</b> Consideration and action to approve Resolution R16-01-02, adopting Valley Metro's Title VI Plan which includes a Language Assistance Plan and Public Participation Plan for the purpose of complying with Federal and State and Regional transit mandates.
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<b>TO:</b> Mayor and Council
<b>FROM:</b> Janeen K. Gaskins, Grant Writer, Assistant to the City Manager 
<b>RECOMMENDATION:</b> To approve Resolution R16-01-02 adopting Valley Metro's Title VI which includes a Language Assistance Plan and Public Participation Plan.
<b>PROPOSED MOTION:</b> I move to approve Resolution R16-01-02 as recommended.
<b>ATTACHMENTS:</b> City of El Mirage Title VI Plan, Language Assistance Plan and Public Participation Plan

**DISCUSSION:** The Federal Transit Administration (FTA) is responsible for ensuring that agencies comply with Title VI of the Civil Rights Act of 1964; which prohibits discrimination. The City of Phoenix is the designated funding recipient for FTA funds and distributes transit funding to sub-recipients throughout the region.

The City of El Mirage is a sub-recipient of federal funding for Dial-A-Ride and Metro Bus Route 571. The City of El Mirage has an Intergovernmental Agreement (IGA) with Valley Metro for providing public transportation services. As a sub-recipient, the City of El Mirage is obligated to comply with Title VI requirements which includes implementing a Language Assistance Plan and a Public Participation Plan.

**FISCAL IMPACT:** N/A

**DEPARTMENT LINE ITEM ACCOUNT:** N/A

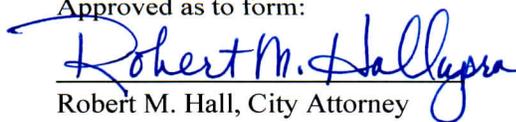
**BALANCE IN LINE ITEM IF APPROVED:** N/A

Finance Director:

  
 Robert Nilles

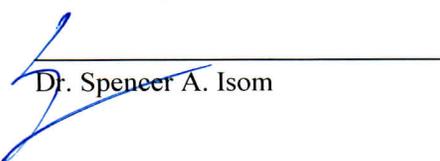
1/14/16  
 Date

Approved as to form:

  
 Robert M. Hall, City Attorney

1/14/16  
 Date

City Manager:

  
 Dr. Speneer A. Isom

1/14/16  
 Date

**RESOLUTION R16-01-02**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA APPROVING AND ADOPTING THE CITY OF EL MIRAGE'S TITLE VI IMPLEMENTATION PLAN, LANGUAGE ASSISTANCE PLAN AND PUBLIC PARTICIPATION PLAN**

**WHEREAS**, the Federal Transit Administration (FTA) is responsible for ensuring that its funding recipients fully comply with Title VI of the Civil Rights Act of 1964, which among other things prohibits discrimination based on race, color, and national origin;

**WHEREAS**, City of El Mirage is a sub-recipient of FTA funding for public transportation programs (Dial-a-Ride), distributed through the City of Phoenix Public Transit Department as the primary recipient of said funds;

**WHEREAS**, all sub-recipients of FTA funds must develop, update, and submit every three years a Title VI Plan to the primary recipient to assist in the primary recipient's respective Title VI compliance requirements; and

**WHEREAS**, the City has updated its Title VI plan to comply with new requirements which were adopted by the FTA in October of 2012,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of El Mirage, Arizona, as follows;

**Section 1.** The Title VI Implementation Plan, Language Assistance Plan and Public Participation Plan hereby attached as Exhibit A and incorporated by reference, is approved and adopted as the City of Surprise Title VI Plan.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Antes, City Clerk

\_\_\_\_\_  
Robert Hall, City Attorney

*City of El Mirage*  
*Title VI*  
*Implementation Plan*



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# Title VI Policy Statement

The City of El Mirage is committed to ensuring that no person is discriminated against on the grounds of color, race, or national origin as provided by Title VI of the Civil Rights Act of 1964 and related legislation. This purpose of this policy is to ensure full compliance with Title VI of the Civil Rights act of 1964, the Restoration Act of 1987, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and related statutes and regulations in all programs and activities. Specifically, Title VI provides that “no person shall on the grounds of race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination” under any program or activity receiving federal financial assistance; this includes **City of El Mirage and Valley Metro/RPTA** sponsored transit-related programs or activities, regardless of the sources of funding.

Furthermore, the **City of El Mirage and Valley Metro/RPTA** will also ensure that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. This includes the **City of El Mirage and Valley Metro/RPTA** taking reasonable steps to provide meaningful access to services for persons with limited English proficiency.

When City of El Mirage distributes Federal-aid funds to another entity/person, the **City of El Mirage and Valley Metro/RPTA** will ensure all sub-recipients fully comply with **City of El Mirage and Valley Metro/RPTA** Title VI nondiscrimination program requirements. The City Manager has delegated the authority to **its City Clerk to answer any questions about the Title VI program obligations under Title VI of the Civil Rights Act and Valley Metro/RPTA TITLE VI** Program Coordinator, to oversee and implement FTA Title VI requirements related to customer services and any questions and/or complaints will be forwarded to Valley Metro’s customer service line.

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Dr. Spenser Isom,  
City Manager

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Date

# **Title VI Notice to the Public**

## **Notifying the Public of Rights Under Title VI City of El Mirage, Arizona**

The **City of El Mirage and Valley Metro/RPTA** operates its programs and services without regard to race, color, national origin or disability in accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA).

Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Valley Metro Customer Service, (602) 253-5000 (TTY: (602) 251-2039, [ValleyMetro.org](http://ValleyMetro.org), Via e-mail at [csr@valleymetro.org](mailto:csr@valleymetro.org) or by mailing the complaint to Valley Metro Customer Service, 4600 E. Washington Street, Suite 101, Phoenix, AZ 85304.

For more information on the City of El Mirage or Valley Metro's obligations under Title VI, and the procedures to file a complaint, contact Valley Metro/RPTA Title VI coordinator will oversee and implement FTA Title VI requirements related to customer service and any question and/or complaints received by the City of El Mirage will be forwarded to Valley Metro's customer service line.

A complainant may also file a complaint directly with the Federal Transit Administration (FTA) by filing a complaint with the Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact 1-800-752-6096. Para información en Español llame: 1-800-752-6096.

# **Title VI Notice to the Public -Spanish**

## **Aviso al Público Sobre los Derechos Bajo el Título VI Ciudad de Surprise/Valley Metro**

Ciudad de El Mirage o Valley Metro (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964, Sección 504 de la Ley de Rehabilitación de 1973 y La Ley de ciudadanos Americanos con Discapacidades de 1990 (ADA). El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o país de origen. Para obtener más información sobre las obligaciones de la Ciudad de El Mirage o Valley Metro's programa de derechos civiles contacte Sharon Antes Ciudad de El Mirage City Clerk Title VI Coordinator 623-876-2973, (TTY 623-933-3258); email [santes@cityofelmirage.org](mailto:santes@cityofelmirage.org); o visite nuestra oficina administrativa en 12145 NW Grand Avenue, El Mirage AZ 85335. Para obtener más información, visite <http://www.cityofelmirage.org/index.aspx?nid=1097>

Cualquier persona que considere que se han violado sus derechos puede presentar una queja dirigida a Valley Metro Customer Service, (602) 253-5000 (TTY: (602) 251-2039, [ValleyMetro.org](http://ValleyMetro.org), por correo electrónico a [csr@valleymetro.org](mailto:csr@valleymetro.org) o puede enviar la queja por correo postal dirigido a Valley Metro Customer Service, 4600 E. Washington Street, Suite 101, Phoenix, AZ 85304.

El puede presentar una queja directamente con Federal Transit Administration (FTA) mediante la presentación de una queja directamente con FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

*The above notices are posted in the following locations: City of El Mirage's Clerk's Office, City of El Mirage website, and City of El Mirage Senior Center facility located at 14010 North El Mirage Road, El Mirage, Arizona 85335*

*The notices are posted online at <http://www.cityofelmirage.org/index.aspx?nid=1097>*

# Title VI Complaint Procedures

Any person who believes she or he have been discriminated against on the basis of race, color, or national origin by Valley Metro or our transit service provider may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form or by calling Valley Metro's Customer Service. This anti-discrimination protection also extends to the activities and programs of Valley Metro's third party contractors. Any such complaint must be filed within 180 days of the alleged discriminatory act (or latest occurrence). All complaints are logged into Valley Metro's Customer Assistance System (CAS) and will be investigated according to federal standards.

Passengers using federally funded public transportation are entitled to equal access, seating and treatment. Under Title VI of the Civil Rights Act of 1964 (as amended) and related statutes, Valley Metro must ensure that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any federally funded program, activity or service it administers.

Complaints for alleged non-compliance with Title VI and related statutes may be lodged with Valley Metro Customer Service. To submit a complaint online, fill out the online complaint form. Valley Metro's Title VI Complaint Form (English and Spanish) is located on the website: [http://www.valleymetro.org/about\\_valleymetro/civil\\_rights\\_policy\\_statement](http://www.valleymetro.org/about_valleymetro/civil_rights_policy_statement).

To submit a claim by mail, by phone, or in person, please fill out the printable complaint form and mail/take to or call:

Regional Public Transportation Authority

4600 E. Washington St., Suite 101

Phoenix, Arizona 85034

Email: [csr@valleymetro.org](mailto:csr@valleymetro.org)

Phone: (602) 253-5000

TTY: (602) 251-2039

Individuals may also file complaints directly with the Federal Transit Administration (FTA) within the 180-day timeframe by writing to:

Federal Transit Administration (FTA)

Attention: Title VI Coordinator

East Building, 5th Floor –TCR 1200

New Jersey Avenue, SE

Washington, D.C. 20590

Complaints received by Customer Service will be assigned to the appropriate staff member(s) for investigation in accordance with federal standards (28 CFR Part 35 and FTA Circular 4702.1B). After the complaint is processed, Customer Service will respond to the complainant and, if warranted by the investigation, take appropriate action. The City of Phoenix, as the designated recipient of federal funds for this region, is responsible for monitoring this process.

Note: To request information about Valley Metro's Title VI Policy, please send an e-mail to Title VI Coordinator@valleymetro.org. To request information in alternative formats, please contact Customer Service at csr@valleymetro.org or (602) 253-5000, TTY: (602) 251-2039.

Valley Metro has 30 days to investigate each complaint. If more information is needed to resolve the case, Valley Metro may contact the complainant. Following the investigation of the complaint, a possibility of two letters will be sent to the complainant: a closure letter or a letter of finding. A closure letter states that there was not a Title VI violation; therefore, the case will be closed. A letter of finding states that there was a Title VI violation and explains what corrective action will be taken to remedy the situation. A complainant can appeal the decision within 60 days of receiving the letter. All appeals must be submitted to Valley Metro Customer Service.

## **TRACKING**

Complaint comes in and is logged into the CAS system. The Customer Service Administrator sends the complaint to the cities/transit provider for investigation and documentation within 24 hours. Complaint is returned to the Customer Service Administrator to ensure the information is complete and closes the complaint. Each cities administrator audits the complaints as well to ensure they meet the guidelines for Title VI. The administrator reviews an outstanding weekly report identifying outstanding complaints. During the review process the administrator will send out notifications to the agency and a copy to the relevant city to remind the entity that the complaint is not yet resolved or closed out. This process is reinitiated each week to ensure timely compliance. The administrator audits all completed Title VI complaints to check for accuracy and have complaint reopened by Customer Service administrator and sent back if not completed accurately.

## **INVESTIGATING**

STEP 1: Summary of the complaint, completed by the Regional Services Customer Relations staff.

STEP 2: Statement of issues. List every issue derived from the complaint summary. Include questions raised by each issue:

1. Who?
2. What?
3. When?
4. Where?
5. How?

Add new issues that surface during investigation. The final list of issues becomes outline for investigation.

STEP 3: Respondent's reply to each issue. Obtain information from each respondent, listen to each tape, and review each document. All staff will document information collected in the customer contact (respondent area). After all respondent information is documented; complete the documentation (remaining steps). Determine the action taken. Follow up with the customer. Note: "Respondent" is not confined to the transit vehicle operator. "Respondent" is defined as any source of information that can contribute to the investigation, such as:

1. Operator (Interview/History)
2. Radio/Dispatch/OCC reports
3. GPS tracking software and programs
4. Maintenance (Staff/Records)
5. City Transit staff
6. Witnesses
7. Complainant (Interview/History)
8. Spotter reports
9. Video (camera) and/or audio recordings
10. Courtesy cards
11. Incident reports (supervisor, transit police, fare/security inspectors)
12. Other transit employees
13. Route history

STEP 4: Findings of fact. Investigate every "issue" (stated in the "statement of issues noted in step two). Separate facts from opinions.

STEP 5: Citations of pertinent regulations and rules. Develop list of all regulations, rules, policies, and procedures that apply to the investigation: Title VI requirements; Company rules and procedures Valley Metro policies; and, service standards.

STEP 6: Conclusions of law. Compare each fact from "findings of fact" to the list of regulations; rules, etc...Make decision on whether violation(s) occurred. List of violations becomes "conclusions of law".

STEP 7: Description of remedy for each violation. Specific corrective actions for each violation found. Include plans for follow-up checks. Do not conclude report with "no action taken". If no violations found, conclude the report in a positive manner. Review policies and procedures. Review Title VI provisions.

### **RESPONSE TO CUSTOMER**

1. Detailed summary of conversation with customer.
2. Send copy of letter to customer.

### **ACTION TAKEN**

1. Must include specific corrective action for each violation found.
2. Include a follow-up action plan.
3. If no violations found, note policies, procedures, etc. reviewed with operator.
4. Never state "no action taken".



## FORMA DE QUEJAS DEL TITULO VI

Cualquier persona que crea que ha sido discriminada basándose en su raza, color u origen nacional por Valley Metro o sus proveedores de servicio puede registrar una queja del Título VI con el Servicio al Cliente de Valley Metro.

Por favor provea la siguiente información necesaria para que se procese su queja. Hay formatos e idiomas alternos disponibles si se solicitan. Llene esta forma y envíela por correo postal a o entréguela en: Regional Public Transportation Authority, 4600 E. Washington St., Suite 101, Phoenix, Arizona 85034. Usted puede comunicarse con el Servicio al Cliente llamando al (602) 253-5000/TTY: (602) 251-2039, ó por correo electrónico en [csr@valleymetro.org](mailto:csr@valleymetro.org).

<b>Sección I: Información del Cliente</b>			
Nombre:			
Domicilio:			
Ciudad:	Estado:	Código Postal:	
Teléfono del Trabajo:	Teléfono del Hogar:	Teléfono Celular:	
Domicilio Electrónico:			
<b>Sección II: Información del Incidente</b>			
Fecha del Incidente:	Hora del Incidente:	AM/PM	Ciudad:
Ubicación del Incidente:		Dirección de Viaje:	
# de Ruta:	# de Autobús/Tren Ligero:		
Tipo de Servicio:	<input type="checkbox"/> Local	<input type="checkbox"/> LINK	<input type="checkbox"/> Express/RAPID
	<input type="checkbox"/> Tren Ligero	<input type="checkbox"/> Circulador/Connector	<input type="checkbox"/> Dial-a-Ride
Nombre del/la Conductor/a:			
Descripción del/la Conductor/a:			
¿En qué se basó la discriminación? (Marque todo lo que sea aplicable)			
<input type="checkbox"/> Raza	<input type="checkbox"/> Color	<input type="checkbox"/> Origen Nacional	<input type="checkbox"/> Dominio Limitado del Inglés
<input type="checkbox"/> Otro:			
Explique tan claramente como sea posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la/s persona/s que le discriminó/aron a usted (si los sabe), así como los nombres y la información de contacto de cualquier testigo. Si necesita más espacio, por favor use el reverso de esta forma.			

¿Ha usted registrado esta queja con la Administración Federal de Tránsito? <input type="checkbox"/> Sí <input type="checkbox"/> No	
Si contestó sí, por favor provea información sobre la persona de contacto en la Administración Federal de Tránsito donde se registró la queja:	
Nombre:	Título:
Domicilio:	Teléfono:
¿Ha usted registrado previamente una queja del Título VI con esta agencia? <input type="checkbox"/> Sí <input type="checkbox"/> No	

Usted puede adjuntar cualquier material por escrito o cualquier otra información que crea que sea relevante a su queja.

Se requieren la firma y la fecha abajo:

\_\_\_\_\_  
Firma

\_\_\_\_\_  
Fecha

valleymetro.org  
602.253.5000  
TTY: 602 251.2039



RPT2M3

# **Title VI Investigations, Complaints, and Lawsuits**

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The City of Phoenix and Valley Metro operate El Mirage transit service; therefore, those entities have reported all El Mirage complaints in the respective programs for 2012-2015.

*City of El Mirage  
Valley Metro  
Public Participation Plan*



**City of El Mirage and Valley Metro** is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys. As an agency receiving federal financial assistance, **City of El Mirage and Valley Metro** made the following community outreach efforts:

1. May 10, 2012: Thunderbird Road Business Group meeting. Business owners along Thunderbird Road were informed about the progress of the project and invited to give input to the design team.
2. May 12, 2012: Resident Neighborhood Meeting: Project Coordinator presented the project and the progress to the residents and invited them to give input to the design team.
3. Project website, City Website, Facebook, next-door, and twitter updates were provided throughout the project implementation.
4. Northwest Valley Transit Public Community Workshop (January 2014)
5. Public Press Release re: Dial-a-Ride Expansion (December 2014)

In the upcoming year the **City of El Mirage and Valley Metro** will make the following community outreach efforts related to the implementation of new bus bays and will include the appropriate outreach efforts as outlined by the Valley Metro, City of Phoenix and the FTA. The specific project outreach parameters have not been determined as of December 2015.

**Public Meetings:**

1. Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the general public. This may require scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.
2. When a public meeting or public hearing is focused on a planning study or program related to a specific geographic area or jurisdiction within the region, the meeting or hearing is held within that geographic area or jurisdiction.
3. Public meetings are held in locations accessible to people with disabilities and are located near a transit route when possible.

# Valley Metro

## Title VI Public Participation Plan

May 2015

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## 1.0 Introduction

The regional transit public input/outreach process is conducted by Valley Metro for various transit-related activities and actions. Throughout the year, Valley Metro conducts public outreach activities related to capital projects, transit service changes, fare changes, and other transit-related events. This Title VI Public Participation Plan was established to ensure adequate inclusion of the public throughout the Phoenix metropolitan community in accord with the content and considerations of Title VI of the Civil Rights Act of 1964. Federal regulations state that recipients of federal funding must “promote full and fair participation in public transportation decision-making without regard to race, color or national origin.” Valley Metro uses this Plan to ensure adequate involvement of low-income, minority and limited English proficient (LEP) populations, following guidance from the Title VI Requirements and Guidelines for Federal Transit Administration Recipients Circular<sup>1</sup> (Circular).

Involving the general public in Valley Metro practices and decision-making processes provides helpful information to improve the transit system and better meet the needs of the community. Although public participation methods and extent may vary with the type of plan, program and/or service under consideration as well as the resources available, a concerted effort to involve all affected parties will be conducted in compliance with this Plan along with Federal regulations. To include effective strategies for engaging low-income, minority and LEP populations, the Circular suggests that the following may be considered:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
- Employing different meeting sizes and formats.
- Coordinating with community- and faith-based organizations, educational institutions and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations could also include audio programming available on podcasts.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

Valley Metro currently practices all of these strategies, in compliance with Federal regulations, so that minority, low-income and LEP populations are informed and also have meaningful opportunities to engage in planning activities and provide input as part of the decision-making process.

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<sup>1</sup> United States Department of Transportation, Federal Transit Administration, Circular 4702.1B.



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## 2.0 Typical Public Participation Opportunities

Valley Metro provides opportunities to share information or receive public input through a variety of methods for public participation utilized to engage low-income, minority and LEP populations through many outlets.

For planning efforts, including fare and service changes, public meeting locations are held at a centralized area or near affected route areas and bilingual staff is available. Public notices and announcements are published in minority-focused publications; some examples include: the *Arizona Informant* (African American community), *Asian American Times* (Asian American community), *La Voz* and *Prensa Hispana* (Hispanic community). Press releases are also sent to these media sources regarding fare changes, service changes and other programs. Additionally, printed materials, including comment cards or surveys, are available in Spanish.

A key participation effort, the Rider Satisfaction Survey, is conducted every two years. This survey is administered on transit routes across the region, reaching transit riders that live in minority and/or low-income communities. The survey, administered in English and Spanish, measures citizen satisfaction with transit services and captures comments for improvements.

Throughout the year, minority, low-income and LEP populations have access to information via the Valley Metro Customer Service Center. The Customer Service Center is open 6 a.m. to 8 p.m., Monday through Friday; 7 a.m. to 7 p.m. on Saturdays; and 8 a.m. to 5 p.m. on Sundays and designated holidays. Customer Service staff is bilingual.

Also available is the website [www.valleymetro.org](http://www.valleymetro.org). Most information including meeting announcements, meeting materials and other program information is available on the website in both English and Spanish. If users would like information in another language, Valley Metro features Google translate on its website. This allows Valley Metro to reach citizens in 91 languages with information on transportation services, proposed service changes and other programs.

## 3.0 Public Participation Methods

Valley Metro uses several specific public involvement techniques to ensure that minority, low-income and LEP persons are involved in transit decisions. Through the use of public involvement, media outlets and printed or electronic materials, Valley Metro disseminates information regarding planning efforts. These efforts include the activities described below.

- Public meetings, hearings and open houses are held regularly at community-familiar locations with public transportation access and at convenient times, in collaboration with our member cities. These meetings provide an opportunity to meet with citizens and receive their comments and questions on proposed service changes and other programs. For each program, Valley Metro varies its meeting format in order to best engage the targeted population.



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- Valley Metro has staff available at public meetings, hearings, events and open houses to answer questions and receive comments in both English and Spanish. Valley Metro also utilizes court reporters to record verbal comments at public hearings.
  - Outreach for biannual service changes and other programs are conducted at or near the affected area, for example, along an affected bus route or at an affected transfer location, thus targeting the population that may be most impacted by proposed changes to service or routes. Oftentimes, these efforts are also executed at transit stations, community centers, civic centers, or major transfer locations.
  - Coordination with community- and faith-based organizations, educational institutions and other organizations occurs regularly. These coordination efforts assist Valley Metro in executing public engagement strategies that reach out to members of the population that may be impacted.
  - Valley Metro conducts specially-tailored transit presentations to community groups. This includes mobility training for senior citizens and people with disabilities, as well as information on how to use the transit system for new residents and refugees. More comprehensive travel training is also conducted monthly at a regional center for customers with disabilities.
  - All public meeting notices for biannual service changes and other programs are translated to Spanish. Notices regarding Valley Metro projects and programs are widely distributed to the public through multiple methods, including through community- and faith-based organizations as well as via door hangers, direct mail, newspaper advertisement, electronic messaging (email through existing database), social media, door-to-door canvassing and on-board announcements on the transit system.
  - Valley Metro publishes advertisements of any proposed service or fare change in minority publications in an effort to make this information more easily available to minority populations. Additionally, Valley Metro sends press releases regarding service changes and other programs to Spanish-language media.
  - Valley Metro offers online participation via social media and e-mail input as an alternative opportunity for comment.
  - Major surveying efforts are conducted in both English and Spanish to ensure that the data collected is representative of the general public.
  - Valley Metro Customer Service staff is multilingual.
  - All comments are documented in a centralized database. For biannual service changes, comments are categorized as "in favor," "not in favor" or "indifferent." Comment summary information is provided to Valley Metro's city partners for review and is also presented to the Valley Metro Board for consideration when taking action on proposed service changes.



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Depending upon the type of project, program, or announcement, public participation methods may be customized to ensure that the general public is adequately involved in the decision-making process.

#### **4.0 Conclusion**

Valley Metro conducts public outreach throughout the year to involve the general public with activities and transit planning processes. Using a variety of communication techniques such as facilitating meetings at varied times and locations using multiple formats, placing printed materials at multiple outlets and providing opportunities via phone and web to share or collect information, Valley Metro ensures that outreach efforts include opportunities for minority, low-income and LEP populations that may be impacted by the activity or transit planning process under consideration. Valley Metro will continue to involve all communities in an effort to be inclusive of all populations throughout the Metropolitan Phoenix area and also to comply with Federal regulations. Valley Metro will continue to monitor and update this Inclusive Public Participation Plan as part of the Title VI Program which is updated triennially.

# City of El Mirage Valley Metro *Language Assistance Plan*



Valley Metro has conducted a thorough LEP four factor analysis and resulting Language Assistance Plan to be utilized by all Valley Metro member agencies. This Language Assistance Plan, as set forth below, will be utilized by the City of El Mirage to ensure compliance with its obligations to Limited English Proficiency (LEP) person under Title VI.



# Language Assistance Plan

## Title VI Program

May 2015





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## 1.0 INTRODUCTION

In 1993, the Valley Metro Regional Public Transportation Authority (RPTA) board adopted the name Valley Metro as the identity for the regional transit system in the Phoenix metropolitan area. Under the Valley Metro brand, local governments joined to fund the Valley-wide transit system that serves more than 73 million riders annually. Valley Metro provides fixed route bus service, light rail service and complementary paratransit service across the region. Valley Metro distributes transit funds from the countywide transit sales tax to its member agencies including the cities of Tempe, Mesa, Glendale, Phoenix, Buckeye, Tolleson, Wickenburg, Surprise, Peoria, Chandler, Gilbert, El Mirage, Avondale, Goodyear, Scottsdale, and Maricopa County. For the most part, Valley Metro and its member agencies utilize service providers for operations of bus, light rail and paratransit services. The cities of Glendale, Scottsdale, Peoria, and Phoenix contract some of their service directly to service providers.

The regional transit system has 44 local bus routes, 15 key local bus routes, 1 limited stop peak and 2 limited stop all-day routes, 20 Express/RAPID routes, 19 community circulator routes, one rural connector route, and one light rail system for a total of 103 regional routes. Eight regional entities provide Dial-a-Ride service for seniors and persons with disabilities, as well as ADA paratransit service for those who are unable to use fixed route bus service.

Valley Metro and the region supports the goal of the U.S. Department of Transportation (USDOT) limited English proficient (LEP) guidance to provide meaningful access to its services by LEP persons. The Federal Transit Administration (FTA) notes that transit agencies that provide language assistance to LEP persons in a competent and effective manner will help ensure that their services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders who would otherwise be excluded from using the service because of language barriers and, ideally, will encourage riders to continue using the system after they are proficient in English and/or have more transportation options.

### 1.1 Regulatory Guidance

Title VI of the Civil Rights Act of 1964, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance.

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," issued on August 11, 2000, directs each federal agency to publish guidance for its respective recipients in order to assist with its obligations to LEP persons under Title VI. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. Providing English-only services may constitute national origin discrimination in violation of Title VI and its implementing regulations.



The FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", issued in October 2012 reiterates this requirement. Chapter III states that — FTA recipients must take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (page III-6)."

In the Phoenix Metropolitan Area, there are over seventy different languages identified in households where English is not the predominate language. Using the "Four Factor Analysis" prescribed by the FTA, this plan was developed to ensure that all transit providers effectively communicate with all users of the public transportation agency's services provided.

## **1.2 Four Factor Analysis**

The FTA Circular 4702.1B identifies four factors that recipients of federal funds should follow when determining what reasonable steps should be taken to ensure meaningful access for LEP persons.

The four factor analysis involved the following:

1. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered with transit service.
2. Determine the frequency with which LEP individuals come in contact with transit service.
3. Determine the nature and importance of transit service provided to LEP individuals.
4. Assess the resources available to the recipient for LEP outreach, as well as costs associated with that outreach.

This document describes Valley Metro's four-factor analysis and summarizes its LEP efforts, including staff training, followed by a description of how the plan will be monitored and updated.

## **2.0 LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 1)**

The Factor 1 analysis assessed the number and proportion of persons with limited English speaking proficiency likely to be encountered within the service area, which is defined as a one-half mile radial buffer around all fixed route services. The LEP population is those individuals who reported to the Census Bureau that they speak English "less than very well."



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## 2.1 Evaluation Methods and Data Sources

In accordance with the FTA's policy guidance, the initial step for providing meaningful access to services for LEP persons and maintaining an effective LEP program is to identify LEP populations in the service area and their language characteristics through an analysis of available data. Determining the presence of LEP populations in the Valley Metro service area was completed through an analysis of several data sources, including:

- U.S. Census Bureau, Census 2000
- U.S. Census Bureau, 2013 American Community Survey (ACS) 5-Year Sample

The U.S. Decennial Census 2010 data was not used, as the 2010 Census did not include language specific information on the census forms. The Census 2000 data provides some general information about language groups that is included below, though recognized to be 15 years old. Notably the demographic landscape has transformed since 2000, though this dataset provides a historical comparison and additional insight given the long form of Census 2000 provided more detailed sampling for population characteristics like language proficiency as compared to Census 2010 and the ACS, which is more of a random sample.

## 2.2 LEP Population Identification

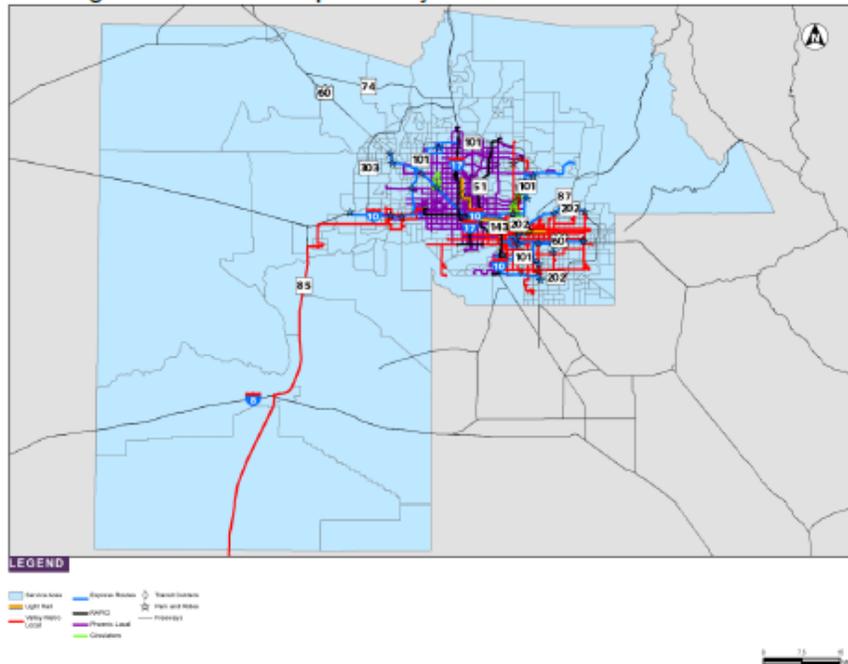
FTA describes LEP persons as having a limited ability to read, write, speak, or understand English. For this LEP analysis, those who reported to the Census Bureau that they speak English "less than very well" were used to tabulate the LEP population for the transit service area.

### Census 2000

U.S. Decennial Census 2000 provides information about English language proficiency within the Valley Metro service area. The census provides information on languages; recognizably this data is 15 years old and may not reflect the current state of the region. These data are available at the census block group and census tract level. There are 618 census tracts with one-half mile of fixed transit service. Figure 1 depicts the census tracts within the County. Census tracts encapsulated within the one-quarter mile buffer are also included in the estimates.



Figure 1: 2015 Maricopa County and Fixed Route Transit Service



The Census 2000 data include the number of persons ages 5 and above who self-identified their ability to speak English as “very well”, “well”, “not well”, and “not at all”. Table 1 shows English proficiency for the County and for Valley Metro’s service area using the Census 2000 data. The table shows that 12.1 percent of the population age 5 and over within the service area reported speaking English less than very well and is considered the overall LEP population. The census tracts within one-half mile of fixed route service have slightly higher population of LEP than Maricopa County.

Table 1: 2000 Census Data by Location

County or Area	Total Population Age 5 and Over	Speaks English Only	Speaks English		Percentage Less than Very Well
			Very Well	Less than Very Well	
Maricopa County	2,832,694	2,148,696	355,963	328,035	11.6%
Census Tracts within ½ -mile fixed routes	2,651,705	1,986,112	344,003	321,590	12.1%

Table 2 displays the data on English language proficiency for the census tracts within one-quarter mile around the fixed route service population ages 5 years and above by the linguistic categories identified by the U.S. Census Bureau, which include Spanish,



Indo-European, Asian or Pacific Islander, and All Other Languages. Predominately the population self-identified as speaking English less than “Very Well” is of Spanish language group, encompassing 10.4 percent of the total population ages 5 years and over. Indo-European, Asian or Pacific Islander, and All Other Languages groups comprised 1.7percent of the population. Of all those speaking English less than very well, the Spanish group comprises 86.0 percent of the total population over age five with limited English proficiency.

Table 2: 2000 Census Data by Language Category

Language Category	Total Population Age 5 and Over	Speaks English				Percentage Less than Very Well
		Very Well	Well	Not Well	Not At All	
Total	2,651,705	344,003	133,047	113,289	75,254	12.1%
English	1,986,112	-	-	-	-	0.0%
Spanish	528,613	252,587	103,991	99,549	72,486	10.4%
Indo-European	66,605	47,582	12,276	5,667	1,080	0.7%
Asian or Pacific Islander	44,109	24,273	12,210	6,372	1,254	0.7%
All Other Languages	26,266	19,561	4,570	1,701	434	0.3%

The Census 2000 data also provide information on linguistically isolated households. “A linguistically isolated household is one in which no member 14 years old and over (1) speaks only English and (2) speaks a non-English language and speaks English ‘very well.’ In other words, all members 14 years old and over have at least some difficulty with English” (Census 2000). In total, the Census 2000 Summary File 3 data identified 1,048,128 households. The entire membership of a linguistically isolated household would be considered LEP. Table 3 details those data for linguistically and non-linguistically isolated households by language category.

Table 3: 2000 Census Data by Linguistically Isolated Households

Language Category	Total Households	Isolated Households	Non-isolated Households	Percentage Isolated Households
Census Tracts 1/2 mile fixed routes	1,053,667	62,471	201,748	5.9%
English	788,723	-	-	-
Spanish	190,507	51,213	139,294	4.9%
Indo-European	40,883	5,161	35,498	0.5%
Asian or Pacific Islander	20,853	4,744	16,109	0.5%
All Other Languages	12,701	1,405	11,296	0.1%

Within the fixed route transit area 5.9 percent of households are considered linguistically isolated. Again, these are predominately Spanish households making up 4.9percent of the total. Remaining languages comprise 1.1percent of households that are classified as linguistically isolated.



Figure 2 shows a map depicting the concentrations of linguistically isolated households in census tracts within one-quarter mile of fixed route service. Most areas throughout the region are mixed, though there are a few pockets of Census blocks that have concentrations of linguistically isolated households, thus identified as persons with limited English proficiency.

### American Community Survey

The American Community Survey (ACS) is a continuous nationwide survey conducted monthly by the U.S. Census Bureau to produce annually updated estimates for the same small area (census tracts and block groups) formerly surveyed via the decennial census long-form survey. It is intended to measure changing socioeconomic characteristics and conditions of the population on a recurring basis. It is important to note that the ACS does not provide official counts of the population between each decennial census, but instead provides weighted population estimates.

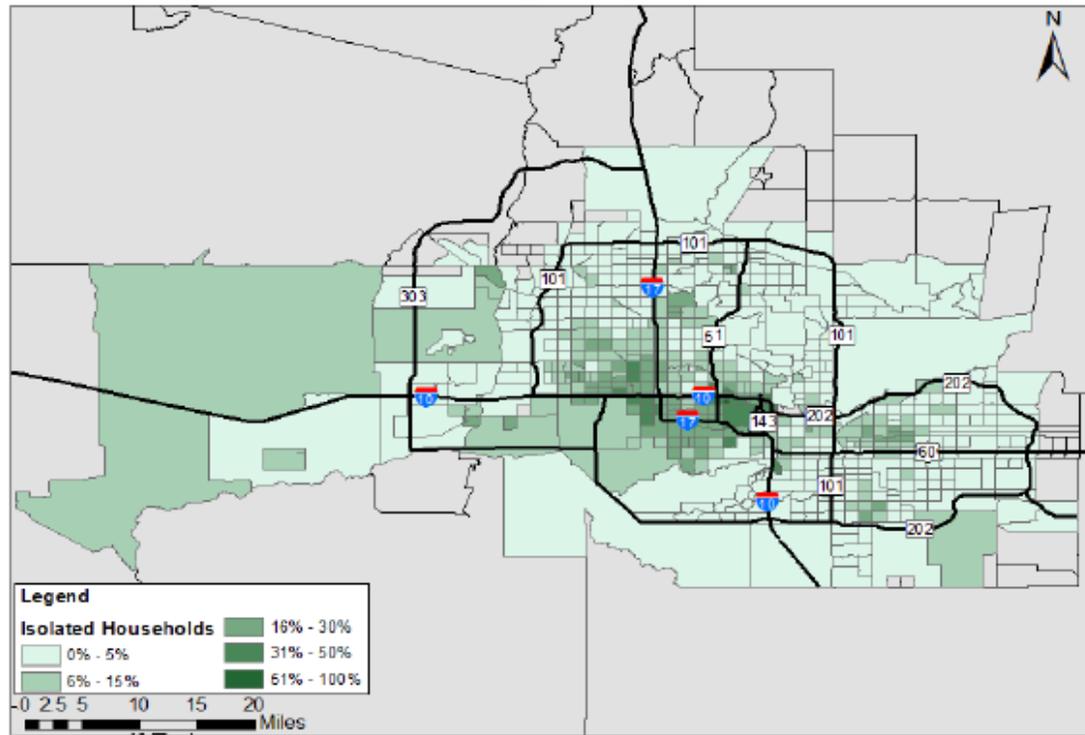
Figure 3 shows the census tracts within the ½ mile buffer of transit routes. Census tracts encapsulated within this area are included in the estimates though they may not be within a ½ mile of a fixed route.

Within this area, the most recent census data from the ACS 2013 data estimate the population age 5 years and older within the service area to be 3,051,428 with 340,076, or 11.1 percent, of the population is LEP; see Table 4.

Table 4: ACS 2013 Data by Location

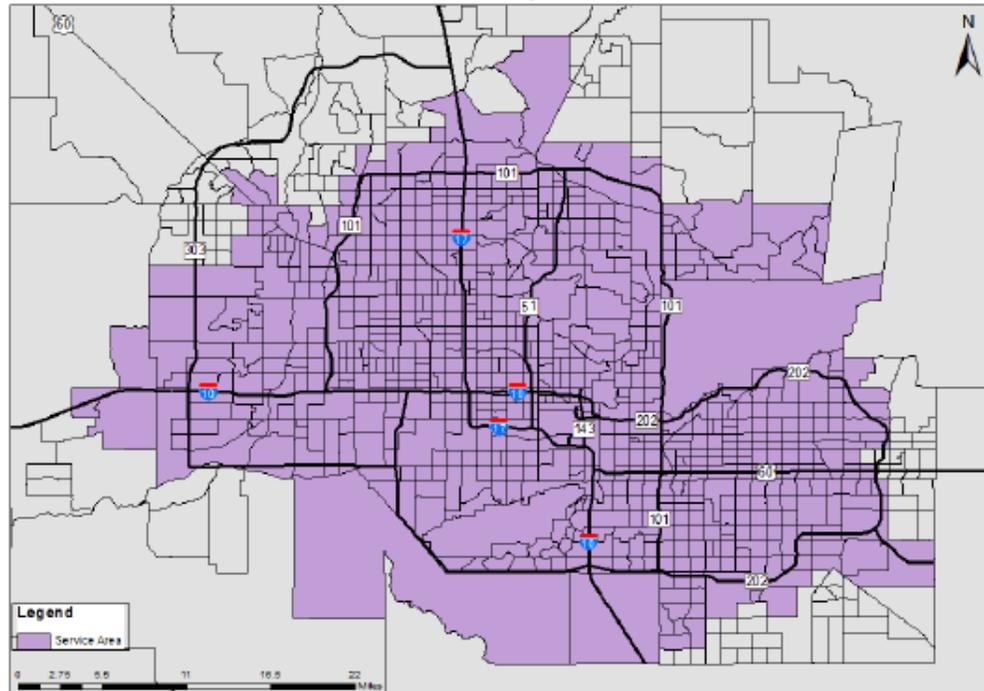
County or Area	Total Population Age 5 and Over	Speaks English Only	Speaks English		Percentage Less than Very Well
			Very Well	Less than Very Well	
Maricopa County	3,610,510	2,660,946	589,679	359,884	10.0%
Census Tracts 1/2-mile fixed routes	3,051,428	2,171,136	540,216	340,076	11.1%

Figure 2: Census tracts with Linguistically Isolated Households



Source: Census 2000

Figure 3: 2015 Census Tracts within One-Quarter Mile of Fixed Route Service (ACS 2013)



Source: ACS 2013

The ACS data show 19 languages or language groups with 1,000 or more LEP persons. However, only one LEP population exceeds 5 percent of the total population of persons eligible to be served or likely encountered. Table 5 shows the populations that meet either of these thresholds using ACS 2013 population by language and ability, sorted by percentage of LEP population.



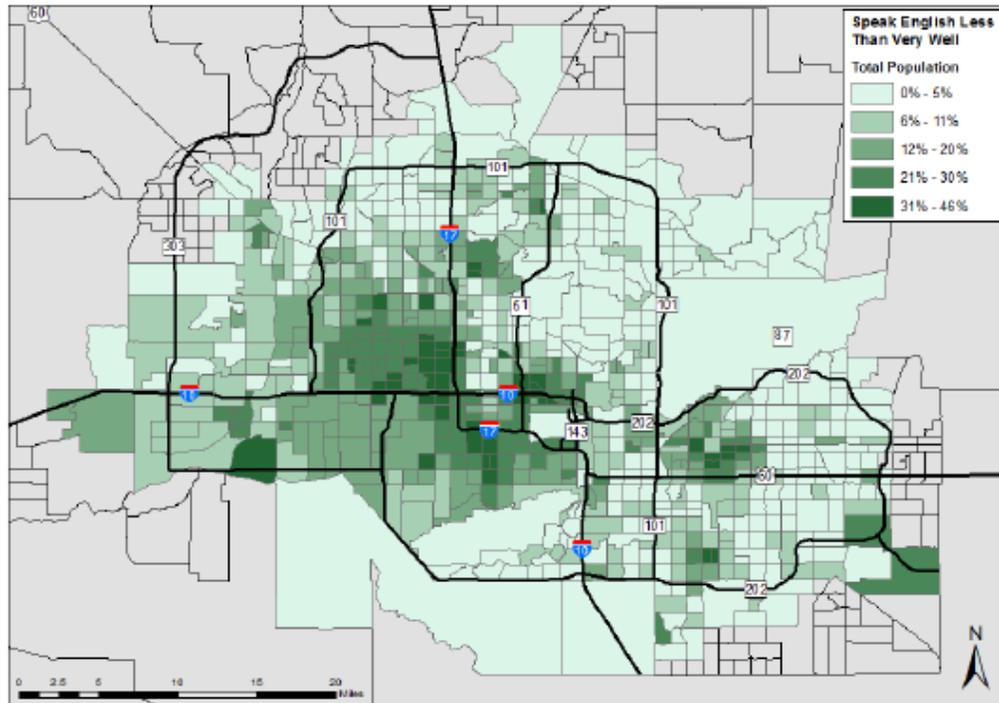
Table 5: ACS 2013 Data by Language within One-Quarter Mile of Fixed Route Service

Language	Speak English		Total Population	Percentage of Language LEP of Total LEP Population
	Less Than Very Well	Very Well		
All Languages	340,076	-	-	100%
Spanish	275,370	416,599	691,969	81.05%
Chinese	9,005	8,305	17,310	2.65%
Vietnamese	9,391	5,669	15,060	2.76%
Arabic	4,908	7,552	12,460	1.44%
Tagalog	4,114	8,918	13,032	1.21%
Other Asian	3,549	7,208	10,757	1.04%
African	3,301	4,485	7,786	0.97%
Korean	3,105	3,568	6,673	0.91%
Serbo-Croatian	2,833	4,177	7,010	0.83%
Other Languages	2,227	1,844	4,071	0.65%
Other Indo European	2,132	3,494	5,636	0.63%
Other Indic	1,894	3,989	5,883	0.56%
French	1,788	7,299	9,087	0.53%
Persian	1,788	2,821	4,609	0.53%
Other Pacific Island	1,278	3,037	4,315	0.38%
Russian	1,245	3,017	4,262	0.37%
Japanese	1,236	2,474	3,710	0.36%
Navajo	1,183	7,348	8,531	0.35%
German	1,199	9,624	10,823	0.35%

Within one-half mile of fixed route service, the majority (81%) of the LEP population is the Spanish speaking population; this is the only language group to exceed 5percent of the LEP population. The Spanish LEP population consists of 275,370 persons within the service area. Chinese and Vietnamese followed with 2.65percent and 2.76percent respectively, both were approximately 9,000 persons. There are 4,908 Arabic speaking LEP persons or 1.44percent of the LEP population. The fifth largest LEP population is Tagalog consisting of 4,114 people, or 1.21% of the LEP population within the service area.

Figure 4 shows a map depicting the concentrations of population speaking English Less than Very Well throughout the service area. Most areas throughout the region are mixed, though there are a few pockets of Census blocks that have concentrations of persons with limited English proficiency.

Figure 4: Population Speaking English "Less than Very Well"



### 3.0 FREQUENCY OF CONTACT WITH LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 2)

The first step of the four-factor LEP needs assessment revealed that the largest language group was overwhelmingly Spanish; followed by Chinese, Vietnamese, Arabic, and Tagalog. Factor 2 is intended to assess the frequency with which LEP persons interact with Valley Metro programs, activities, or services. The USDOT "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Person" (USDOT 2005) advises that:

*Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed (emphasis added). The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily.*



The frequency of use was evaluated by assessing current resources, available data, and a short survey of transit employees.

### 3.1 Evaluation Methods and Data Sources

In an effort to determine the frequency that LEP persons interact with the agency, both quantitative and qualitative methods were used to analyze access to services. Anecdotal information regarding interactions with LEP persons, garnered through conversations with Valley Metro employees is also included in this section. More structured analysis is included using several sources of information:

- Transit Employee Survey
- Customer Service Interactive Voice Response (IVR) Call Log
- Transit Education Program
- Valley Metro Website Translation Data

Together these sources provide a picture of the interaction of LEP persons with programs, activities, or services provided by the agency.

### 3.2 Frequency of Contact Analyses

With about a quarter of the region speaking more than only English, Valley Metro recognizes the value of providing convenient and efficient information to transit riders. Understanding how often LEP persons are utilizing services will assist in serving customers better in the future with quality services, programs, and activities.

#### Transit Employee Survey

An employee survey was performed in an effort to determine how often those employees in contact with transit riders regularly encounter LEP persons. During late March and early April 2015, a voluntary survey of customer service and transit employees was conducted regarding the interaction with LEP persons and languages spoken. A copy of the survey instrument can be found as Appendix B. The Valley Metro Customer Service Representatives provide passenger assistance most commonly through email, but also via the phone. In addition, there are several Customer Service Representatives that are dedicated for fare sales, transit information, or are stationed at transit passenger facilities<sup>1</sup> to provide assistance to passengers. Employees surveyed were of one of the following locations:

- Customer Service Representatives (via Customer Assistance System, letter, phone, or email)
- Central Station Transit Center
- Ed Pastor Transit Center

<sup>1</sup> Facilities operated by the City of Phoenix or the City of Tempe

- Metrocenter Transit Center
- Sunnyslope Transit Center
- Tempe Transportation Center

In total 26 respondents provided information about their experiences. Approximately 70% of those surveyed were Customer Service Representatives employed at the Mobility and Customer Service Center.

When asked if representatives have had any requests for materials in another language, 31% responded yes they had encountered a request; see Figure 5. Of these, most interpretation or translation requests were for Spanish.

By cross-referencing the locations of respondents with responses that language assistance had been requested, only three locations had received requests: Central Station Transit Center (50% of requests), the Mobility and Customer Service Center (38% of requests), and Ed Pastor Transit Center (13% of requests).

Languages requested were predominately Spanish (55%) followed by French (18%). See Figure 6 for a full breakdown of the languages requested, including Japanese, Swahili, and Sa'ban.

Due to a low number of requests that had been received for materials in other languages the questions regarding frequency of requests shown in Table 6 were quite evenly spread.

Figure 5: Requests for Information or Materials in Another Language

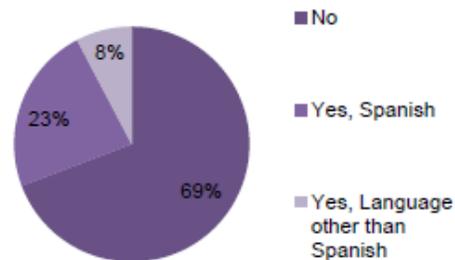


Figure 6: Chart of Requested Languages

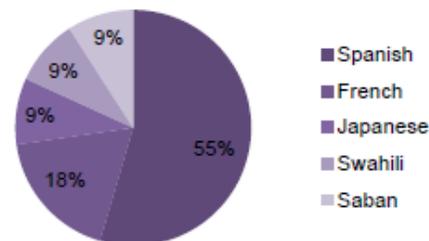




Table 6: Frequency of Requests Received

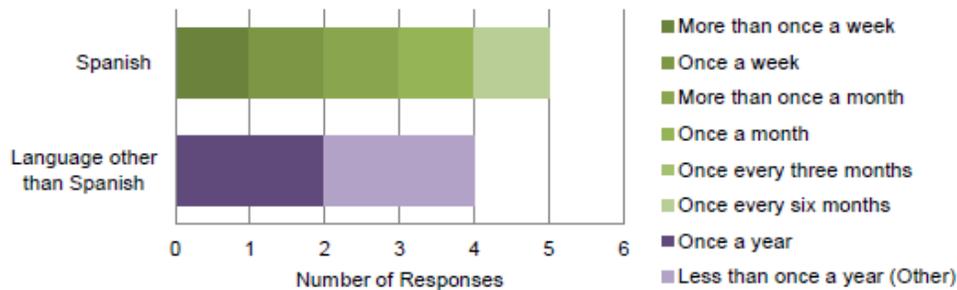
How often do you receive requests?	Number	Percentage
Once a week	1	11%
More than once a week	1	11%
Once a month	1	11%
More than once a month	1	11%
Once every six months	1	11%
Once a year	2	22%
Other	2	22%
TOTAL	9 <sup>2</sup>	100%

Recognizing that 60% of language requests were for the Spanish language, the two write-in responses for “Other” provide some telling qualitative information. Those responses were:

- “French-every six months, Swahili only once ever”
- “Once in 19 years” -for Japanese

These responses were categorized appropriately and cross-referenced with the language requested. See Figure 7 for a comparison. Spanish was much more frequently requested than any other language. Additionally, languages other than Spanish were requested at a less frequent rate.

Figure 7: Language Requested by Frequency



This survey helped support that there are many languages encountered by transit professionals, yet Spanish is the most common and most frequent of those encountered.

### Customer Service Interactive Voice Response (IVR) Call Log

The Customer Service Center updated the automated phone system mid-2014<sup>3</sup> to establish the Interactive Voice Response (IVR) feature. With this expansion, the new

<sup>2</sup> One respondent provided two responses – the second being a write in under the “Other” response.



system is able to provide a log to which line callers have requested to be transferred. Available are six topic categories, each in English and Spanish for twelve options total. The topics available include:

- Americans with Disabilities Act (ADA)
- Customer Relations (CR)
- Light Rail
- Lost and Found
- Transit Information (TI)

This system allows Spanish-speaking callers to be automatically transferred to a bilingual representative reducing the time it takes to be served in the preferred language. Beyond being more convenient and helpful, this system also is more efficient by reducing the likelihood callers may be redirected to a bilingual representative. Currently, 12 bilingual customer service representatives are employed by Valley Metro. The new phone system prioritizes selection of Spanish calls received. Acknowledging that this is a truncated data set, Table 7 below shows the distribution of calls by option selected, followed by the sum of calls by language.

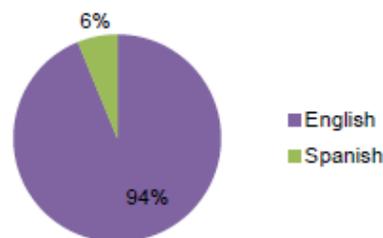
Table 7: Customer Service Call Log

	Total Calls	% of Total Calls
ADA-English	13,840	1.26%
ADA-Spanish	139	0.01%
CR-English	75,874	6.90%
CR-Spanish	371	0.03%
Light Rail-English	184	0.02%
Light Rail-Spanish	5	0.00%
Lost Found-English	5,073	0.46%
Lost Found-Spanish	22	0.00%
TI-English	936,408	85.16%
TI-Spanish	67,630	6.15%
English	1,031,379	93.8%
Spanish	68,167	6.2%
Total Calls	1,099,546	100.00%

Figure 8 shows a pie chart of the calls by language. Approximately 94% of calls were for English and 6% of calls were for Spanish. At the time of this report, 37 customer service representatives were currently on staff, of these, twelve are bilingual (32%).

When evaluating the customer service call logs, the bulk of calls received are through the

Figure 8: Customer Service Calls by Language



<sup>3</sup> Data available July 2014 through April 2015



English phone lines with a small portion (6%) selecting a Spanish option.

### **Transit Education Program**

Valley Metro has a Transit Education program that presents information to various groups to teach about public transit, benefits of transit, and how to use the system. Staff visit schools, present to new residents and refugee groups, and provide mobility training for senior citizens and persons with disabilities. Additionally, transit information and assistance is provided at community or special events including environmental fairs, transportation or vehicle days, career days, and more. This team also conducts general presentations by request to any group who wants to learn more about the transit system. For more-comprehensive training, monthly sessions are held at the Disability Empowerment Center and Glendale Adult Center.

Discussions with the program staff revealed some helpful anecdotal information. Typically, persons encountered spoke English fluently or well. The second most common language encountered was Spanish. Fifty percent of this team speaks Spanish and regularly provide information in Spanish.

Occasionally, presentations are made to various refugee groups. Due to the varied backgrounds of the participants, the hosting organizations generally provide necessary interpreters. Anecdotally, predominately Arabic and less often Burmese are the languages typically encountered during these presentations. However, it was noted that languages from around the world have been encountered through these group presentations.

### **Website Translation**

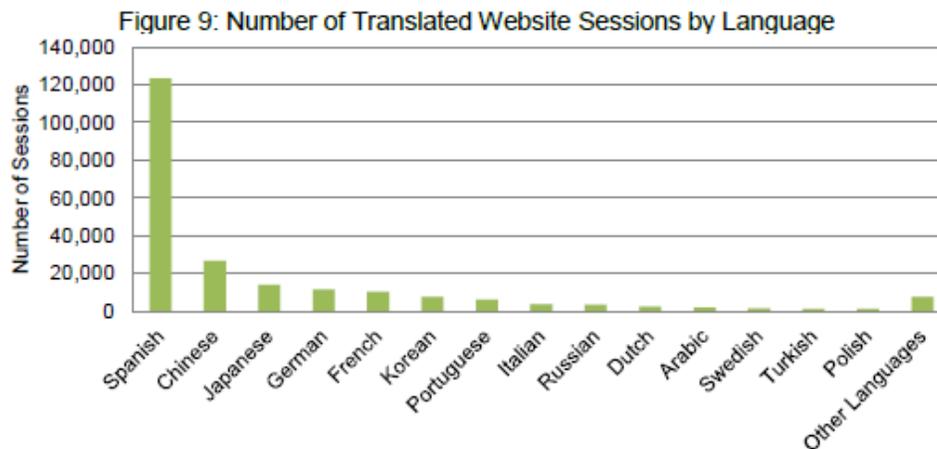
Apart from accessing information via transit employees whether by phone, email, in person or another method, many customers utilize the [www.valleymetro.org](http://www.valleymetro.org) website for information. The website is equipped with the Google Translate feature, which allows translation into 90 languages. Users have translated the Valley Metro website into 70 different languages using this feature. Approximately 99% of sessions were utilizing the default English setting. The remaining 1% was comprised of 69 other languages. Table 8 provides an itemization of the languages translated and the percentage of sessions. Note that only languages comprising at least 0.01% of total sessions are included below; a full table of entries is available in Appendix C.



Table 8: Website Sessions by Language<sup>4</sup>

Language	Number of Sessions	Percent of Total Sessions
Total	21,614,462 <sup>5</sup>	100%
English	21,392,285	98.91%
Other Languages	222,177	1.03%
Language	Number of Sessions	Percent of Total Sessions
Spanish	123,377	0.57%
Chinese	26,684	0.12%
Japanese	13,950	0.06%
German	11,502	0.05%
French	10,316	0.05%
Korean	7,496	0.03%
Portuguese	6,225	0.03%
Italian	3,638	0.02%
Russian	3,303	0.02%
Dutch	2,576	0.01%
Arabic	1,822	0.01%
Swedish	1,483	0.01%
Turkish	1,221	0.01%
Polish	1,127	0.01%
Other Languages	7,457	0.03%

Once again, Spanish was overwhelmingly the most utilized language with the website translation service comprising 0.57% of sessions, followed by Chinese (0.12%), Japanese (0.06%), German (0.05%), and French (0.05%). See Figure 9 below for a chart of the number of translated sessions by language.



<sup>4</sup> Valley Metro. (2015). Language [Data file]. Available from <http://www.google.com/analytics/ce/mws/>

<sup>5</sup> There were 13,829 entries excluded from the analysis that did not have a valid ISO language code associated with the website visit; thus, entries were deemed invalid.



The website was translated to an additional 55 languages that each comprises less than 0.01% of the sessions; collectively these viewings attribute to 0.03% of all sessions. These languages include:

- Acoli
- Afrikaans
- Albanian
- Armenian
- Aymara
- Azerbaijani
- Bengali
- Bosnian
- Breton
- Bulgarian
- Catalan
- Croatian
- Czech
- Danish
- Esperanto
- Estonian
- Filipino
- Finnish
- Galician
- Georgian
- Greek
- Gujarati
- Hebrew
- Hindi
- Hungarian
- Icelandic
- Indonesian
- Irish
- Javanese
- Kannada
- Kanuri
- Latvian
- Lithuanian
- Macedonian
- Malay
- Malayalam
- Marathi
- Navajo
- Norwegian
- Persian
- Pushto
- Romanian
- Serbian
- Slovak
- Slovenian
- Tagalog
- Telugu
- Thai
- Tonga
- Turkmen
- Ukrainian
- Vietnamese
- Walloon
- Welsh

Persons around the region utilize the website to gather information in languages from around the world using the Google Translate feature. The majority of translated sessions are for the Spanish language (0.57%).

Furthermore, many documents uploaded to Valley Metro's website are translated into Spanish since they are disseminated as paper materials to the public. Individuals may utilize these documents without translating the website into Spanish, but rather use the Google Translate feature. Some of these documents include project updates, route maps and schedules, instructions and applications for a Reduced Fair ID, service change information, policies, brochures, and forms.

### Conclusion

The Factor 2 analysis revealed that there is regular contact between the LEP population and Valley Metro personnel. The Transit Employee Survey conducted revealed that 31% of all respondents had encountered an LEP person; of those who had encountered a request for assistance in another language, 55% of requests were for Spanish. The Customer Service Call Log, though limited, showed that a mere 6% of customers utilized one of the six Spanish options. Information from the Transit Education team qualitatively identified Spanish as the main language group, while there were also occasional encounters with Arabic-speaking populations. Finally, translation data from the Valley Metro website indicated 1.03% of sessions were translated; approximately half of which were translated to Spanish. The website was translated to 70 different languages. Overall, there is broad diversity within the Phoenix region that accesses regional transit services, however; these are predominately English and Spanish speaking individuals.



#### 4.0 NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY OR SERVICE PROVIDED (FACTOR 3)

The third step in the four-factor LEP needs assessment is an evaluation of the importance of Valley Metro services to persons with limited English proficiency. The first component of the Factor 3 analysis is to identify critical services. Next, input received from community organizations was used to identify ways to improve these services for LEP populations. The U.S. Department of Transportation (USDOT) "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (USDOT 2005) advises that:

*The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. The obligations to communicate rights to an LEP person who needs public transportation differ, for example, from those to provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual . . . providing public transportation access to LEP persons is crucial. An LEP person's inability to utilize effectively public transportation may adversely affect his or her ability to obtain health care, education, or access to employment.*

With assistance from Valley Metro's Community Relations and Marketing departments, a list of services provided was prepared and prioritized. The input from community organizations and LEP persons were incorporated to ensure views of the importance of services provided are adequately prioritized.

##### 4.1 Services Provided

In cooperation with Valley Metro's Communications and Operations departments, services currently provided to LEP persons were queried. Typically, materials in both English and Spanish are available on both bus and light rail services. Below is a list of available materials and services in Spanish that includes next bus and light rail specific services:

- Press Releases
- Public materials; including, but not limited to:
  - Route Scout (announcements on buses and light rail)
  - Ride Guide and Destinations Guide
  - Service changes materials



- 
- Transit book
  - Website
  - Project updates
  - Title VI forms
  - Large special events materials (e.g. Super Bowl public materials)
  - Direct mailers or door hangers for targeted outreach
  - Ticket vending machines (Spanish and Braille)
  - Bilingual customer service staff
  - Email List Serv Messages
  - Bus specific services:
    - Car cards (on-board advertisements)
    - Bus signs (i.e. priority seating, caution signs, entry/exit, etc.)
    - Variable message sign that displays announcements on buses
  - Light Rail specific services:
    - LRT vehicle signage including priority seating, manners, and other train information
    - VMS Announcements on vehicles and at stations
    - System maps and auxiliary information
    - Operator call boxes on trains
    - Emergency call box at stations
    - Safe place notices

### Critical Services

Public transit is a key means of mobility for persons with limited English proficiency. Of those services identified above, a subset of critical services was prioritized to ensure that those services imperative to utilize Valley Metro public transportation options are available to all users.

Basic trip information is available both printed and electronically in Spanish, including service hours, tickets, trip planning, airport and transit connections, parking, bicycles, and services for persons with disabilities. Also available in Spanish is information regarding how to utilize transit, manners, priority seating, caution signs, and exit locations on vehicles. Ticket vending is available in both Spanish and Braille. Emergency notification measures are also translated, including audio VMS<sup>6</sup> Announcements on vehicles (bus and rail), operator call boxes, emergency call boxes, and Safe Place notices.

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<sup>6</sup> Variable message signs  
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Bilingual customer service representatives are available during regular call center hours. Representatives use the same procedures for comments and note that the inquiry was in Spanish so that a bilingual representative is assigned in any follow-up response if needed. Outside of customer service hours, the website is available for translation to most languages at any time. For public meetings and hearings, a Spanish translator is usually available; additional translators are available upon request or appropriate context. Typically, additional translation services requested are provided for American Sign Language through an on-call contract.

### **Community Outreach**

Valley Metro conducted interviews with six community organizations that encounter various LEP populations. The organizations interviewed range from cultural adult centers to refugee services organizations.

Key findings from outreach effort:

- Public transportation is the main form of transportation to access jobs, medical appointments, social services, grocery shopping and school.
- Many of the organizations provide an orientation to transportation services and also provide free transit passes for employment searches.
- Two primary challenges with the public transportation system were voiced, which related to route location and schedule.
  - The schedule does not accommodate early morning or late night shifts.
  - The transit system does not travel to all locations, especially those on the outer reaches of the Phoenix metropolitan region.

### **Community Organizations Interviews**

To garner insight on the use and role of Valley Metro services to the LEP populations within the Phoenix Metropolitan region, six community organizations were interviewed:

- Catholic Charities
- Friendly House
- Refugee Focus
- Arizona Immigration Refugee Services (AIRS)
- Chinese Senior Center
- Hope VI

Organizations were identified to ensure that a wide variety of cultural and language groups were reached over large service areas. These organizations indicated that they serve populations speaking a broad range of languages, including Spanish, Arabic, Somali, Chinese, Burmese and French.



Participating agencies were asked a series of questions from the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007b). Organizations interviewed expressed needs of LEP populations regarding language assistance including:

- **System Map Information:** LEP populations have expressed a difficulty in understanding and familiarizing themselves with system maps.
- **On-Board Messaging:** LEP populations have expressed hardship in reading and understanding on-board signage/message boards as well as driver instructions.
- **Transit Service Information:** LEP populations have expressed the desire for information, such as how to ride and fare payment information, be communicated in an understandable format. Symbols could be used to communicate messages to a wider audience. Also, offering orientation to these populations, through their respective agencies, would familiarize them with the transit system.

## 5.0 CURRENT RESOURCES AVAILABLE AND THE COSTS TO PROVIDE LANGUAGE ASSISTANCE SERVICES (FACTOR 4)

The final step of the four-factor LEP analysis is an evaluation of the current and projected financial and personnel resources available to meet the current and future needs for language assistance. The first component of the Factor 4 analysis was to identify current language assistance measures and associated costs. The next step was to determine what additional services may be needed to provide meaningful access. The USDOT "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (USDOT 2005) advises that:

*A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, 'reasonable steps' may cease to be reasonable where the costs imposed substantially exceed the benefits.*

Valley Metro has a strong commitment to reducing the barriers encountered by LEP persons in accessing its services and benefits, to the extent resources are available. Valley Metro currently does not break down all cost expenditures related to providing language assistance. Valley Metro will evaluate how to consolidate its language assistance measures to deliver the most cost-effective services.

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## 5.1 Current Measures and Costs

Costs incurred by Valley Metro for the language assistance measures currently being provided include:

- Translation of materials
- Printing, advertising, or other marketing costs
- Interpretation services
- Staff costs associated with Title VI efforts in adhering to language assistance measures

Typically, an amount is embedded into the project costs by activity (logged under printing or other direct expenses) for translation and production of any materials. Agency wide there is a standing on-call contract for any interpretation needs. Any production costs are included in printing and public meetings budgets. Furthermore, there are bilingual employees that provide intermittent language assistance needs as part of their other duties. Specifically, the Public Relations team has two employees (33% of the department staff) that are bilingual. These employees may be assigned to prepare press releases or media events with Spanish-speaking publications in addition to their typical duties. These soft costs are not tracked, though most of the formal interpretation services are contracted.

Interpreters are contracted for public meetings or hearings to ensure that any language assistance needs are met so that public relations staff can focus on facilitating the event. All hearings are staffed with interpreters while public meetings are staffed depending on the anticipated number of persons reached and upon request. Valley Metro's current contract for interpreters at public meetings allow for approximately \$200 per meeting. Annually \$5,000-\$6,000 is spent for interpreters to staff meetings and public hearings for various projects and efforts. In addition, \$800-\$1,200 is spent annually for sign language interpreters at requested meetings and public hearings. Costs for translating and producing materials like meeting notices, display boards, news releases, and project update sheets are also budgeted annually; approximately \$14,000 - \$15,000. In total, approximately \$20,000 - \$25,000 is contracted out directly in support of language assistance services for interpreters, translation, and materials dependent on the projects and programs implemented each year.

Additional soft costs include other staff time utilized on an ad hoc or regular basis to provide translation or interpretive services. Over thirty percent of Public Relations and Customer Service Representatives are bilingual, servicing Spanish-speaking customers as well as English-speaking customers. Being bilingual is a preferred qualification when hiring customer service staff though not required. There are also bilingual employees



that may assist on an informal, ad hoc basis to communicate with LEPs in other departments.

## **5.2 Cost-effective Practices**

Valley Metro will continue to evaluate ways to improve the cost-effectiveness and the quality of its language services. Additional strategies for saving costs or improving quality may include developing internal and external language services, with the opportunity to coordinate across multiple agencies in the region. Current measures practiced to ensure services are cost effective include:

- o bilingual staff trained to act as interpreters and translators
- o shared customer service center and other information for combined translation and interpretation resources
- o some standardized common documents with transit and other public agencies
- o translated vital documents currently posted on <valleymetro.org>

Strategies for consolidating the regional language assistance measures to achieve efficiencies may include:

- o creating a one-stop LEP information center for Valley Metro employees
- o surveying Valley Metro staff to determine any additional existing multilingual resources
- o conducting outreach to various community organizations to secure volunteers for translation and interpretation services that are currently contracted or completed in-house
- o consolidating contract services for oral and written translation to secure the most cost-effective rates

Valley Metro continues to use qualified translators and interpreters to uphold the quality of language assistance measures. Valley Metro strives to provide basic informational training for volunteer staff on its language assistance measures.

## **5.3 Additional Services and Budget Analysis**

Valley Metro is committed to reducing the barriers encountered by LEP persons in accessing its services to the extent funding is available. While Valley Metro currently does break down contracted cost expenditures related to providing language assistance, expenditures of efforts for translation and interpretation completed in-house are less well documented. As part of the Language Assistance Plan, Valley Metro will better monitor efforts in the future. Valley Metro will further evaluate how to consolidate its language assistance measures to deliver the most cost-effective services.

The information received from community organizations provided some insight on additional services that may ease access for LEP persons to regional transit services.



The summary above portrays more insight of the interviews conducted. Services requested were centered on service expansions that included increased frequencies and later services at night. However, these would be greater improvements for consideration and prioritization of the system rather than specific services for LEP persons. Therefore, they were excluded here and assigned to the general public process for service requests.

Other requests included using more symbols to depict messaging and system routes. Audio messaging is also shown using VMS<sup>7</sup> that could potentially show messaging in another language as well. The light rail system VMS currently shows messages in English and Spanish. Bus messaging is typically location data and in close proximity depending on stop locations. The feasibility and helpfulness of VMS translation should be evaluated.

As applicable, through the annual budget process, additional services requested or identified may be considered for implementation. In 2015, Valley Metro has shifted to a zero based budget that is approved by two appointed boards: Valley Metro Rail Board and the Valley Metro Regional Public Transportation Authority Board of Directors. Year by year the budget is developed as appropriate to the unique needs and demands of the agency at that point in time.

#### **5.4 Projected Costs**

Requests for added services include expanded symbols to understand how to use transit services, on-board messaging, and system map information. With a commitment to providing reasonable language assistance measures, Valley Metro will assess current symbolism used on vehicles, at station locations, and elsewhere to determine the sort of improvements that could be made so that the system is more easily understood visually. With expanded symbolism, it is expected that the need for enhancing the on-board messaging and system map information may be reduced. Furthermore, these could be incorporated into the regular updates of this information and signage. Biannually in coordination with the service changes, updated system maps are produced.

Other improvements would be considered after analyzing the staff costs, third party contract costs, and costs related to volunteer or community organization coordination. These would be evaluated in comparison with anticipated benefits to the LEP population. Other considerations may include operational issues and implementation time.

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<sup>7</sup> LINK stations, light rail stations and vehicles are equipped with VMS announcements; most fixed route vehicles are also equipped with VMS capabilities



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## 6.0 LANGUAGE ASSISTANCE MEASURES

Valley Metro is committed to full compliance with Title VI and Executive Order 13166 to provide meaningful access and reduce barriers to services and benefits for persons with limited English proficiency.

### 6.1 Current Language Assistance Measures

As discussed earlier in this Language Assistance Plan, Valley Metro currently provides both oral and written language assistance. Oral language assistance includes bilingual customer service representatives, speaking Spanish. Additionally, Spanish interpreters are available at public meetings; sign language and other language interpreters are available as requested. On vehicles and at stations, VMS announcements are also in Spanish.

Written Spanish language assistance includes signage, press releases, list serv messages, service change materials, Title VI complaint forms, policies, and procedures. Additional translation of some vital documents is provided, such as schedules, maps, ride and destination guides, route scouts, and more. Meeting notices and public input surveys at public meetings are translated. The website is equipped with the Google Translate feature, which allows translation into 90 languages ([www.translate.google.com](http://www.translate.google.com)). Fare vending machines provide Spanish and Braille translations as well.

Notices to the public of language assistance measures are typically provided side-by-side an English version of the document. For example, Ride Guide documents are provided in both English and Spanish and are available together wherever disseminated. Where available, documents are commonly printed on both sides with an English version and a Spanish version on each side of the paper. When calling into the customer service line, the interactive voice response system will ask if Spanish is the preferred language automatically prior to being connected with a representative.

### 6.2 Staff Training

Specific policies and procedures for interacting with LEP persons are not formally adopted on a standalone basis. These policies and procedures are in essence those for all customers and have been embedded into multiple documents (including the Title VI Plan, trainings, instructions, etc.).

Using the customer service center as an example, Spanish calls are assigned directly to a Spanish-speaking representative through the phone system. In the customer assistance system a note is made that the customer speaks Spanish so that if the query is not able to be responded to immediately, any response is assigned to another



bilingual representative. This training is implanted into general customer assistance staff training to ensure cost effective practices and efficient use of training resources. Title VI of the Civil Rights Act of 1964 is distributed to new employees and where applicable, employees are expected to know how to file discrimination claims based on race, color, or national origin. Additionally, there are related trainings available including quarterly Civil Rights Workshops, training sessions for conducting complaint investigations according to federal guidelines and streamlining the complaint investigative process.

Training for employees who regularly encounter the public may also include:

- Type of language services available,
- How staff and/or LEP customers can obtain these services,
- How to respond to LEP callers,
- How to respond to correspondence from LEP customers,
- How to respond to LEP customers in person, and
- How to document LEP needs.

Valley Metro continues to consider opportunities to provide quality services for LEP persons throughout the service area.

### **6.3 Future Language Assistance Services**

With the development of subsequent Language Assistance Plans, it is expected that through the monitoring, evaluation, and update process that additional services continue to be identified and considered for feasibility of implementation. Valley Metro strives to serve LEP populations adequately with an equal opportunity to use transportation options available. Section 7 provides more information about the monitoring and update process of this plan.

## **7.0 MONITORING AND UPDATING THE LANGUAGE ASSISTANCE PLAN**

Triennially Valley Metro will review, monitor, and update this LAP. Feedback from agency staff and community members will be accepted throughout the year at the email address: [TitleVICoordinator@ValleyMetro.org](mailto:TitleVICoordinator@ValleyMetro.org). Additional community feedback may be elicited during the update process. Internal monitoring will be conducted using the template provided from the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007b). Using this checklist periodically, stations, vehicles, customer service, community outreach, and public relations are monitored.

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Using this information, changes may be made to the language assistance plan recognizing any cost implications and resources available. Depending on this evaluation, language assistance measures may be expanded, modified or eliminated based on their effectiveness.

As the transit service area is modified through service changes, the demographics served will be reviewed to ensure that those high concentrations of LEP persons are reflected accurately in an effort to provide language assistance measures to areas with expanded transit services.

Throughout the monitoring period, Valley Metro will continue to follow the recommendations and use the resources provided by Executive Order 13166, FTA Circular 4702.1B, the USDOT "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Person" (USDOT 2005), and the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007b). Valley Metro will be better able to apply the DOT LEP guidance's four-factor framework and will continue to determine an appropriate mix of language assistance in the preparation of language assistance implementation plans.



APPENDIX A – FULL LIST OF LANGUAGES

ACS 2013 population by language and ability: cells shaded purple in this table meet either the 1,000 persons threshold or the 5% threshold of the total population of persons eligible to be served or likely encountered.

Language Category Group	Total Population	Percentage of Total LEP Population
All Languages Speaks English Less Than Very Well (LEP Population within Service Area)	331,981	-
Spanish	672,220	-
Spanish Speak English Very Well	403,157	-
Spanish Speak English Less Than Very Well	269,063	81.05%
French	8,757	-
French Speak English Very Well	7,023	-
French Speak English Less Than Very Well	1,734	0.52%
French Creole	402	-
French Creole Speak English Very Well	199	-
French Creole Speak English Less Than Very Well	203	0.06%
Italian	4,038	-
Italian Speak English Very Well	3,112	-
Italian Speak English Less Than Very Well	926	0.28%
Portuguese	2,374	-
Portuguese Speak English Very Well	1,840	-
Portuguese Speak English Less Than Very Well	534	0.16%
German	10,437	-
German Speak English Very Well	9,347	-
German Speak English Less Than Very Well	1,090	0.33%
Yiddish	230	-
Yiddish Speak English Very Well	223	-
Yiddish Speak English Less Than Very Well	7	0.00%
Other West Germanic	1,242	-
Other West Germanic Speak English Very Well	1,062	-
Other West Germanic Speak English Less Than Very Well	180	0.05%
Scandinavian	1,212	-
Scandinavian Speak English Very Well	1,100	-
Scandinavian Speak English Less Than Very Well	112	0.03%
Greek	1,518	-
Greek Speak English Very Well	1,163	-
Greek Speak English Less Than Very Well	355	0.11%
Russian	4,225	-
Russian Speak English Very Well	2,996	-
Russian Speak English Less Than Very Well	1,229	0.37%
Polish	3,034	-
Polish Speak English Very Well	2,389	-
Polish Speak English Less Than Very Well	645	0.19%



Serbo-Croatian	6,967	-
Serbo-Croatian Speak English Very Well	4,142	-
Serbo-Croatian Speak English Less Than Very Well	2,825	0.85%
Other Slavic	2,458	-
Other Slavic Speak English Very Well	1,721	-
Other Slavic Speak English Less Than Very Well	737	0.22%
Armenian	798	-
Armenian Speak English Very Well	660	-
Armenian Speak English Less Than Very Well	138	0.04%
Persian	4,439	-
Persian Speak English Very Well	2,731	-
Persian Speak English Less Than Very Well	1,708	0.51%
Gujarati	2,559	-
Gujarati Speak English Very Well	1,982	-
Gujarati Speak English Less Than Very Well	577	0.17%
Hindi	6,413	-
Hindi Speak English Very Well	5,620	-
Hindi Speak English Less Than Very Well	793	0.24%
Urdu	1,445	-
Urdu Speak English Very Well	1,086	-
Urdu Speak English Less Than Very Well	359	0.11%
Other Indic	5,834	-
Other Indic Speak English Very Well	3,960	-
Other Indic Speak English Less Than Very Well	1,874	0.56%
Other Indo European	5,459	-
Other Indo European Speak English Very Well	3,389	-
Other Indo European Speak English Less Than Very Well	2,070	0.62%
Chinese	16,907	-
Chinese Speak English Very Well	8,052	-
Chinese Speak English Less Than Very Well	8,855	2.67%
Japanese	3,682	-
Japanese Speak English Very Well	2,464	-
Japanese Speak English Less Than Very Well	1,218	0.37%
Korean	6,474	-
Korean Speak English Very Well	3,485	-
Korean Speak English Less Than Very Well	2,989	0.90%
Cambodian	1,126	-
Cambodian Speak English Very Well	577	-
Cambodian Speak English Less Than Very Well	549	0.17%
Hmong	8	-
Hmong Speak English Very Well	8	-
Hmong Speak English Less Than Very Well	-	0.00%
Thai	1,424	-
Thai Speak English Very Well	547	-
Thai Speak English Less Than Very Well	877	0.26%
Laotian	580	-
Laotian Speak English Very Well	266	-
Laotian Speak English Less Than Very Well	314	0.09%
Vietnamese	13,965	-

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Vietnamese Speak English Very Well	5,125	-
Vietnamese Speak English Less Than Very Well	8,840	2.66%
Other Asian	10,615	-
Other Asian Speak English Very Well	7,085	-
Other Asian Speak English Less Than Very Well	3,530	1.06%
Tagalog	12,386	-
Tagalog Speak English Very Well	8,380	-
Tagalog Speak English Less Than Very Well	4,006	1.21%
Other Pacific Island	4,162	-
Other Pacific Island Speak English Very Well	2,899	-
Other Pacific Island Speak English Less Than Very Well	1,263	0.38%
Navajo	8,257	-
Navajo Speak English Very Well	7,078	-
Navajo Speak English Less Than Very Well	1,179	0.36%
Other Native North American	2,866	-
Other Native North American Speak English Very Well	2,504	-
Other Native North American Speak English Less Than Very Well	362	0.11%
Hungarian	856	-
Hungarian Speak English Very Well	611	-
Hungarian Speak English Less Than Very Well	245	0.07%
Arabic	12,259	-
Arabic Speak English Very Well	7,400	-
Arabic Speak English Less Than Very Well	4,859	1.46%
Hebrew	1,679	-
Hebrew Speak English Very Well	1,406	-
Hebrew Speak English Less Than Very Well	273	0.08%
African	7,284	-
African Speak English Very Well	4,016	-
African Speak English Less Than Very Well	3,268	0.98%
Other Languages	4,000	-
Other Languages Speak English Very Well	1,805	-
Other Languages Speak English Less Than Very Well	2,195	0.66%



APPENDIX B – TRANSIT EMPLOYEE INSTRUMENT



Language Assistance Program Survey 2015

\*-denotes required question

\*Name: \_\_\_\_\_

\*Email Address: \_\_\_\_\_

\*1. Location

- Customer Service Representatives (electronic, phone, email)
- Central Station Transit Center
- Ed Pastor Transit Center
- Metrocenter Transit Center
- Sunnyslope Transit Center
- Tempe Transportation Center

\*2. Have you had any requests for information or materials in other languages?

- Yes
- No

*If yes, please complete the remainder of the survey.*

*If no, thank you for your participation.*

3. What language(s) have been requested?

\_\_\_\_\_

4. How often do you receive requests?

- More than once a week
- Once a week
- More than once a month
- Once a month
- Once every three months
- Once every six months
- Once a year
- Other:

\_\_\_\_\_



APPENDIX C – WEBSITE SESSIONS BY LANGUAGE

Language	Number of Sessions	Percent of Total Sessions
Total	21,628,079 <sup>8</sup>	100%
English	21,392,285	98.91%
Other Languages	222,177	1.03%
Language	Number of Sessions	Percent of Non-English Sessions
Spanish	123,377	0.57%
Chinese	26,684	0.12%
Japanese	13,950	0.06%
German	11,502	0.05%
French	10,316	0.05%
Korean	7,496	0.03%
Portuguese	6,225	0.03%
Italian	3,638	0.02%
Russian	3,303	0.02%
Dutch	2,576	0.01%
Arabic	1,822	0.01%
Swedish	1,483	0.01%
Turkish	1,221	0.01%
Polish	1,127	0.01%
Czech	839	0.00%
Norwegian	771	0.00%
Danish	726	0.00%
Vietnamese	670	0.00%
Hebrew	645	0.00%
Hungarian	645	0.00%
Finnish	531	0.00%
Thai	335	0.00%
Slovak	309	0.00%
Greek	293	0.00%
Romanian	232	0.00%
Indonesian	217	0.00%
Bulgarian	173	0.00%
Catalan	122	0.00%
Croatian	110	0.00%
Slovenian	101	0.00%
Persian	93	0.00%
Filipino	89	0.00%
Serbian	84	0.00%
Afrikaans	76	0.00%
Lithuanian	67	0.00%
Ukrainian	66	0.00%
Latvian	53	0.00%
Icelandic	31	0.00%

<sup>8</sup> There were 13,829 entries included that did not have a valid ISO language code associated with the website visit; thus the sum of languages will fall short.

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Estonian	24	0.00%
Marathi	16	0.00%
Kanuri	15	0.00%
Hindi	10	0.00%
Tagalog	10	0.00%
Azerbaijani	8	0.00%
Breton	8	0.00%
Malay	8	0.00%
Pushto	8	0.00%
Telugu	8	0.00%
Walloon	6	0.00%
Bengali	5	0.00%
Esperanto	5	0.00%
Macedonian	5	0.00%
Navajo	5	0.00%
Albanian	4	0.00%
Malay	4	0.00%
Acoli	3	0.00%
Georgian	3	0.00%
Kannada	3	0.00%
Tonga	3	0.00%
Armenian	2	0.00%
Bosnian	2	0.00%
Galician	2	0.00%
Gujarati	2	0.00%
Irish	2	0.00%
Javanese	2	0.00%
Malayalam	2	0.00%
Turkmen	2	0.00%
Aymara	1	0.00%
Welsh	1	0.00%



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APPENDIX D – COMMUNITY ORGANIZATION INTERVIEWS

# MEETING SUMMARY



Date: 5/27/15

Re: LAP Interview – Hope VI

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## Summary:

Q. What geographic area does your agency serve?

A. There are housing locations between 7<sup>th</sup> Avenue and 19<sup>th</sup> Avenue on Buckeye and at 16<sup>th</sup> Street and Van Buren.

Q. How many people does your agency provide services to?

A. Between 745-800 people.

Q. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

A. It fluctuates.

Q. What are the countries of origin from which your population has immigrated?

A. Mexico, China, Somalia, Iraq, other Arab countries, Ukraine, other African countries.

Q. Does your population come from an urban or rural background?

A. Varies.

Q. What are the languages spoken by the population you serve?

A. Spanish, Chinese (Mandarin and Cantonese), Arabic, Somali

Q. What is the age and gender of your population?

A. The majority is female ranging from children to elderly.

Q. What is the education and literacy level of the population you serve?

A. High school diploma or less. Most read at a 5<sup>th</sup> or 6<sup>th</sup> grade level.

Q. What needs or expectations for public transportation services has this population expressed?

A. The majority use public transportation.

Q. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

LAP Interview – Meeting Summary  
Page 2 of 2

A. Yes. Most residents know how to use the system. Bus passes are provided for employment searches.

Q. What are the most frequently traveled destinations?

A. The most frequently traveled destinations include doctor's appointments and the grocery store.

Q. Are there locations that the population has expressed difficulty accessing via the public transportation system?

A. Yes, it can be difficult to use the transportation system, especially Dial-A-Ride, for doctor's appointments.

Q. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

A. Yes. School-age children use public transportation to get to school, seniors use it during the daytime, and for those that work it depends on their shift.

Q. What is the best way to obtain input from the population?

A. Emails, community events, flyers.

Q. Who would the population trust most in delivering language appropriate messages?

A. Case workers, family members, English-speaking children.

# MEETING SUMMARY



Date: 5/27/15

Re: LAP Interview – Arizona Immigration Refugee Services (AIRS)

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## Summary:

Q. What geographic area does your agency serve?

A. The agency provides services across metropolitan Phoenix.

Q. How many people does your agency provide services to?

A. 180 people per year.

Q. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

A. It has slightly increased.

Q. What are the countries of origin from which your population has immigrated?

A. Iraq, Burmese, Afghanistan, Somalia, Cuba, Congo.

Q. Does your population come from an urban or rural background?

A. It varies. The populations from Iraq and Afghanistan would have an urban background. Populations from other countries will a rural background.

Q. What are the languages spoken by the population you serve?

A. Arabic, Burmese, Spanish, French, Chin, Farsi, Somali.

Q. What is the age and gender of your population?

A. The agency serves males and females ranging from 4 months to 85 years old.

Q. What is the education and literacy level of the population you serve?

A. It varies. The average education level is early high school.

Q. What needs or expectations for public transportation services has this population expressed?

A. The population has expressed that there needs to be increased night time service as well as increased frequency of bus service. They have also expressed a safety concern with riding the bus. The population is also uncomfortable with using maps and cannot understand the signage on the bus or the bus drivers.

Q. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

LAP Interview – Meeting Summary

Page 2 of 2

A. Yes. Some have training before they arrive while others learn about transportation services from their case worker.

Q. What are the most frequently traveled destinations?

A. Between home and the AIRS office or to their work location.

Q. Are there locations that the population has expressed difficulty accessing via the public transportation system?

A. Yes. There is no service to north Scottsdale resorts or to the dairies on the west side.

Q. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

A. The likely users are young and male. Women tend to ride with family or in groups.

Q. What is the best way to obtain input from the population?

A. One on one contact, telephone.

Q. Who would the population trust most in delivering language appropriate messages?

A. Family members, other community members who have shared the same experiences.

# MEETING SUMMARY



Date: 5/27/15

Re: LAP Interview – Friendly House

---

## Summary:

Q. What geographic area does your agency serve?

A. The agency provides services across Maricopa County, but mainly serves central and south Phoenix.

Q. How many people does your agency provide services to?

A. 15,000 people per year.

Q. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

A. It has decreased slightly.

Q. What are the countries of origin from which your population has immigrated?

A. Predominately Spanish-speaking countries as well as Middle East and African countries.

Q. Does your population come from an urban or rural background?

A. Urban.

Q. What are the languages spoken by the population you serve?

A. Spanish, Arabic, Burmese.

Q. What is the age and gender of your population?

A. The agency serves males and females age three to seniors.

Q. What is the education and literacy level of the population you serve?

A. No information available.

Q. What needs or expectations for public transportation services has this population expressed?

A. The population has expressed a need to get to social services.

Q. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

A. No information available.

Q. What are the most frequently traveled destinations?

A. No information available.

Q. Are there locations that the population has expressed difficulty accessing via the public transportation system?

A. No information available.

Q. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

A. Yes. Some utilize carpooling, local buses, or walking for travel.

Q. What is the best way to obtain input from the population?

A. One on one communication, surveys.

Q. Who would the population trust most in delivering language appropriate messages?

A. Case managers, teachers, and staff.

LAP Interview – Meeting Summary

Page 2 of 2

A. The most frequently traveled destinations are to the senior center and to home.

Q. Are there locations that the population has expressed difficulty accessing via the public transportation system?

A. Yes, it is difficult to get to doctor's appointments.

Q. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

A. There is no difference.

Q. What is the best way to obtain input from the population?

A. The best way to obtain input is to use surveys or make announcements.

Q. Who would the population trust most in delivering language appropriate messages?

A. Staff at the senior center.

# MEETING SUMMARY



Date: 5/29/15

Re: LAP Interview – Catholic Charities

---

## Summary:

Q. What geographic area does your agency serve?

A. The agency serves central and northern Arizona. Refugee services are focused in Maricopa County.

Q. How many people does your agency provide services to?

A. The agency provides services to 5,000 - 10,000 people per year. The refugee program serves about 1,000 people per year.

Q. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

A. It has stayed the same.

Q. What are the countries of origin from which your population has immigrated?

A. It continually changes, but primarily the agency serves Arabic, Somali, and Spanish-speaking populations.

Q. Does your population come from an urban or rural background?

A. It is mixed. The population from Iraq has an urban background and the Somali population has a rural background.

Q. What are the languages spoken by the population you serve?

A. Spanish, Arabic, Somali, Swahili, and Burmese.

Q. What is the age and gender of your population?

A. There is a 55% male and 45% female ratio. The agency serves all ages.

Q. What is the education and literacy level of the population you serve?

A. It is mixed. The Iraqi and Cuban populations have a high school or college degree. The Somali population is less educated.

Q. What needs or expectations for public transportation services has this population expressed?

A. Public transportation is the main source of transportation for the refugee populations. One challenge is accommodating for light night shifts. It was suggested that if materials were to be translated into another language that it be Arabic.

LAP Interview – Meeting Summary  
Page 2 of 2

Q. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

A. Yes. The agency provides a bus and light rail orientation. It is the most popular program at the agency.

Q. What are the most frequently traveled destinations?

A. Most are traveling from the West Valley to the East Valley.

Q. Are there locations that the population has expressed difficulty accessing via the public transportation system?

A. No information available.

Q. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

A. No.

Q. What is the best way to obtain input from the population?

A. Community forums with professional interpreters.

Q. Who would the population trust most in delivering language appropriate messages?

A. Professionally trained interpreters.

# MEETING SUMMARY



Date: 5/27/15

Re: LAP Interview – Arizona Immigration Refugee Services (AIRS)

---

## Summary:

Q. What geographic area does your agency serve?

A. The agency provides services across metropolitan Phoenix.

Q. How many people does your agency provide services to?

A. 180 people per year.

Q. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

A. It has slightly increased.

Q. What are the countries of origin from which your population has immigrated?

A. Iraq, Burmese, Afghanistan, Somalia, Cuba, Congo.

Q. Does your population come from an urban or rural background?

A. It varies. The populations from Iraq and Afghanistan would have an urban background. Populations from other countries will a rural background.

Q. What are the languages spoken by the population you serve?

A. Arabic, Burmese, Spanish, French, Chin, Farsi, Somali.

Q. What is the age and gender of your population?

A. The agency serves males and females ranging from 4 months to 85 years old.

Q. What is the education and literacy level of the population you serve?

A. It varies. The average education level is early high school.

Q. What needs or expectations for public transportation services has this population expressed?

A. The population has expressed that there needs to be increased night time service as well as increased frequency of bus service. They have also expressed a safety concern with riding the bus. The population is also uncomfortable with using maps and cannot understand the signage on the bus or the bus drivers.

Q. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

LAP Interview – Meeting Summary

Page 2 of 2

A. Yes. Some have training before they arrive while others learn about transportation services from their case worker.

Q. What are the most frequently traveled destinations?

A. Between home and the AIRS office or to their work location.

Q. Are there locations that the population has expressed difficulty accessing via the public transportation system?

A. Yes. There is no service to north Scottsdale resorts or to the dairies on the west side.

Q. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

A. The likely users are young and male. Women tend to ride with family or in groups.

Q. What is the best way to obtain input from the population?

A. One on one contact, telephone.

Q. Who would the population trust most in delivering language appropriate messages?

A. Family members, other community members who have shared the same experiences.

# MEETING SUMMARY



Date: 5/27/15

Re: LAP Interview – Refugee Focus

---

## Summary:

Q. What geographic area does your agency serve?

A. The agency provides service across metropolitan Phoenix.

Q. How many people does your agency provide services to?

A. 800 people per year.

Q. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

A. It has stayed the same.

Q. What are the countries of origin from which your population has immigrated?

A. Afghanistan, Bhutan, Burma (Burmese, Chin, Karen), Congo, Cuba, Columbia, Eritrea, Ethiopia, Iran, Iraq, Somalia, and Sudan.

Q. Does your population come from an urban or rural background?

A. Both.

Q. What are the languages spoken by the population you serve?

A. Amharic, Arabic, Assyrian, Burmese, Chaldean, Chin (Haka, Matu, Khumi, Muzo, and Falam), Dari, Dinka, Dzongkha (Bhutanese), Farsi, French, Hindi, Karen, Kibembe, Kinya-rwanda, Kirundi, Kiswahili, Kunama, Lingala, Nepali, Oromo, Pashto, Spanish, Somali, Thai, and Tigrinya.

Q. What is the age and gender of your population?

A. The agency serves males and females from zero to 96 years old.

Q. What is the education and literacy level of the population you serve?

A. It varies. Some refugees have some schooling while others are college educated.

Q. What needs or expectations for public transportation services has this population expressed?

A. Public transportation services are needed. Free bus passes are also given out by the agency.

Q. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

A. Yes.

LAP Interview – Meeting Summary  
Page 2 of 2

Q. What are the most frequently traveled destinations?

A. Work, medical appointments, social services, home, grocery store, school.

Q. Are there locations that the population has expressed difficulty accessing via the public transportation system?

A. Yes. There is no access to resorts in north Scottsdale or south to the casinos. Sometimes the closest bus stop is 20 minutes away. In addition, shifts do not match with the bus schedule. Also, there is difficulty accessing Mohave and 51<sup>st</sup> Avenue. Shifts at this employment location begin at 6 a.m. The current bus system limits accessibility to employers and can also create long commutes with workers trying to get there on time.

Q. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

A. Yes. Some may attend school; others may work or stay at home.

Q. What is the best way to obtain input from the population?

A. From case workers.

Q. Who would the population trust most in delivering language appropriate messages?

A. Case managers, community leaders.

# Non-elected Committees Membership Table

A sub recipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Sub-recipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

The City of El Mirage does not currently have any transit-related, non-elected planning boards, advisory councils, or committees. Therefore, this section is currently not applicable and the City does not have a process by which to encourage the participation of minorities on same. However, if and when the City of El Mirage creates any such transit-related, non-elected planning boards, advisory councils, or committees, the City will adopt and implement a process which is fully compliant with Title VI and is designed to encourage and facilitate the participation of minorities in compliance with Title VI and any other applicable federal and state law, regulations, and rules.

The following is a list of the City of El Mirage's 2015 City Council Member

	<b>Title</b>	<b>Last Name</b>	<b>First Name</b>	<b>Term Ends</b>	<b>Ethnicity</b>
1	Mayor	Mook	Lana	December 2018	White
2	Vice Mayor	Ramirez	Joe	December 2016	Latino
3	Councilmember	Delgado	Roy	December 2016	Latino
4	Councilmember	Jones	Bob	December 2018	White
5	Councilmember	Palladino	Jack	December 2018	White
6	Councilmember	Selby	Lynn	December 2016	White
7	Councilmember	Shapera	David	December 2016	White

# **Monitoring for Sub-recipient Title VI Compliance**

The City of El Mirage does NOT currently have sub-recipients and therefore does NOT monitor sub-recipients for Title VI compliance. In the event sub-recipients come under the control of the City of El Mirage, the City will adopt and implement a policy and procedure which ensures that all sub-recipients comply with their obligations under Title VI and any other applicable federal and state laws, regulations, and rules.

# Title VI Equity Analysis

A sub-recipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. **“Facilities” in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.**

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

**Note: The City of El Mirage has no current or anticipated plans to develop new transit facilities covered by these requirements.**

The City of El Mirage amended a contract with Valley Metro for Mobility Service in FY2013 (see attachment). **This project included community outreach through a public hearing.**

The City of El Mirage plans on constructing bus bays by 2017. Although bus bays are not included in the definition of “Facilities”, the City of El Mirage will work with the City of Phoenix and the FTA to ensure that the proper equity analysis and community outreach occur.

**AGREEMENT NO. 121-48-2012-02**

**INTERGOVERNMENTAL AGREEMENT AMENDMENT  
BETWEEN  
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY  
AND  
THE CITY OF EL MIRAGE**

(Funding Agreement – Valley Metro Mobility Services FY 2013)

As of the 1st day of July 2012, this amends the following items of the Valley Metro Mobility Services Agreement (“Agreement”) entered into between the City of El Mirage (hereafter City) and the Regional Public Transportation Authority (RPTA), dated the 1st day of July 2010, as amended July 1, 2011.

Section 1.A.3 of the Agreement is hereby deleted. Schedule B of the Agreement is hereby replaced. Section 1.A.4 and Section 1.A.5 of the Agreement are hereby renumbered as Section 1.A.3 and Section 1.A.4, respectively. The following Sections of the Agreement dated are hereby amended:

**SECTION 1. UNDERTAKINGS OF THE PARTIES.**

**A. CITY’s Obligations CITY shall:**

5. Fund this project by transferring the current balance of its LTAFII funding to RPTA. At CITY’s discretion, CITY may transfer to RPTA any future allocations of LTAF II to support the program or direct RPTA to retain such funding with the stipulation that the retaining of such funding shall continue to benefit CITY.
6. Fund this operation by directing RPTA to retain and use annual ADA PTF (Americans with Disabilities Act Public Transportation Fund) funding allocated to CITY by the Valley Metro RPTA Board of Directors following the execution of this Agreement.
7. As needed provide an LTAF II Application to RPTA designating that RPTA conduct the Demand Response Shared Ride Transportation Program on its behalf.
8. Acknowledge that funding provided via this Agreement may not last indefinitely. At such time as funding RPTA receives from El Mirage and other sources is depleted, El Mirage shall support RPTA in accepting

media and citizen inquiries regarding the termination or limitation of any services.

9. Support RPTA's efforts to secure federal funding to support the ongoing or expansion of this program.
10. Support RPTA efforts to transition to standardizing the service levels and fare structure. El Mirage fares to remain unchanged until a future agreement is reached on any fare revisions.
11. CITY does hereby agree to participate in the Valley Metro ADA Platinum Pass Program specified in Schedule B. The ADA Platinum Pass program allows free use of fixed route bus and light rail for ADA certified CITY residents. Participation in the ADA Platinum Pass Program is voluntary by CITY and may be cancelled by CITY by providing written notice to RPTA prior to March 31<sup>st</sup> of each year to become effective the following fiscal year that begins July 1<sup>st</sup>. Participation in the ADA Platinum Pass Program reduces ADA operational costs by encouraging ADA certified passengers to use fixed route service in-lieu of more traditional ADA paratransit services. Each eligible ADA certified passenger will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the regional fare policy. RPTA shall administer this program on behalf of CITY and deduct funding from CITY's annual ADA allocation of Public Transportation Funds (PTF) that are appropriated annually to CITY by the RPTA Board of Directors, should such appropriation occur. RPTA shall provide reports on usage and costs incurred not less than quarterly to CITY. CITY's ADA-PTF account shall be debited for all pass uses by residents of CITY on a monthly basis up to the monthly capped amount of the individual reduced fare Platinum Pass.

#### B. RPTA's Obligations

8. The RPTA, through its Contractor, will be responsible for administering a Demand Response Shared Ride Transportation Service Program, including ADA eligible services for designated residents of the CITY. RPTA shall:
  - a. Ensure that all Contractors' staff has received sufficient Americans Disabilities Act (ADA) and sensitivity training as determined by RPTA.
  - b. RPTA or RPTA's contractor shall approve and designate each passenger receiving paratransit services administered by the RPTA based on approved Federal criteria or as directed by City.
  - c. The RPTA or RPTA's contractor shall designate "allowed trips" for each passenger based on approved Federal criteria or as directed by City. Reservations for "allowed trips" for designated passengers shall be made at least one day in advance of service.

- d. At the end of each calendar quarter, RPTA shall provide El Mirage with a quarterly report of all costs of the program of service, and applicable fund balance(s) by the 25th of the following month. At the end of the fiscal year an annual report will be provided after RPTA's books have been closed for the fiscal year. Additionally monthly reports may be provided to El Mirage as requested. Activity reports information shall consist of all information detailed in the July 1, 2010 governing agreement plus applicable fund balance(s).
- e. The RPTA shall establish and maintain an accounting system that assures the safeguarding and accountability of all funds provided under this Agreement. Any unexpended funds shall remain on account at RPTA to the benefit of City pursuant to the terms of the underlying fund requirements. RPTA shall assume all requirements of the LTAF II funds including, but not limited to annual reporting requirements, accounting of appropriate local match (if any) and all state audit requirements.
- f. RPTA shall assume the responsibility to administer El Mirage's ADA PTF, specified in Schedule D, ADA Platinum Pass and LTAF II funds effective July 1, 2012 and use available LTAF II funds to provide taxi based ADA transportation service to El Mirage residents, but only if such funds are available as determined by RPTA. RPTA shall use El Mirage's share of ADA PTF as the local matching share for available LTAF II funds. Any excess LTAFII funds may be used to benefit the City of El Mirage as determined by the City.
- g. Determine eligibility of customers who qualify for service under the Americans with Disabilities Act (ADA).

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

**"CITY"**

CITY OF EL MIRAGE, an Arizona municipal corporation

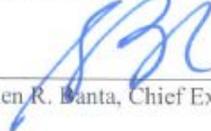
  
\_\_\_\_\_  
Dr. Spencer A. Isom, City Manager

ATTEST:

  
\_\_\_\_\_  
Richard Saathoff El Mirage, City Clerk

**"RPTA"**

REGIONAL PUBLIC, TRANSPORTATION AUTHORITY, an Arizona public agency

  
\_\_\_\_\_  
Stephen R. Banta, Chief Executive Officer

ATTEST:

  
\_\_\_\_\_  
Jon Medwin, Contracts and Procurement Manager

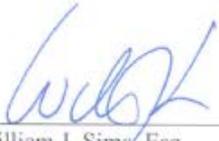
REVIEWED BY:

  
\_\_\_\_\_  
Michael Taylor, Acting Director of Finance

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with the requirements of §11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

  
\_\_\_\_\_  
Robert Hall,  
City of El Mirage

  
\_\_\_\_\_  
William J. Sims, Esq.  
RPTA Attorney

## SCHEDULE B

### VALLEY METRO ADA PLATINUM PASS PROGRAM

It is estimated that CITY's ADA PTF annual allocation for the ADA Platinum Pass Program shall incur a cost of **\$326.40** in FY 2012-13. In all cases CITY shall be responsible through Public Transportation Funds (PTF) for the actual costs incurred by RPTA for administering this program including actual transportation costs by its residents. If PTF funds are unavailable, the City will be notified prior to any additional expenditures and the City may cancel participation in the program. In the event that CITY does use its estimated funding provided through the RPTA Board approved ADA allocation, RPTA may direct such remaining funding to other ADA programs approved by RPTA, including but not limited to, funding of dial-a-ride and other alternative transportation programs for ADA certified users within CITY.

#### SCHEDULE D

For the period of July 1, 2012 to June 30, 2013 it is estimated that RPTA shall credit to the City of El Mirage a maximum of \$21,500 for service consumed by RPTA ADA certified paratransit riders in El Mirage. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2012-2013 budget by the RPTA Board of Directors.

Credit to the City will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

# **Board Approval for the Title VI Program**