

**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, NOVEMBER 1, 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 Monday, October 4, 2016. (City Clerk)

2. Consideration and action to approve Resolution R16-11-23 amending the City of El Mirage Personnel Policy Manual dated June 30, 2008, Section 6.3 Travel and Expense Reimbursement. (Human Resources)
3. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (City Clerk)
4. 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. §41-151.19. (Human Resources)

V. REGULAR AGENDA

- A. Consideration and action to authorize the City Manager to award and enter into formal contracts (one primary and two alternate awards) for vehicle towing services, terms not to exceed five years; estimated annual not-to-exceed expense of \$5,000 for towing City vehicles, as needed, is budgeted in the FY 2016-17 budget. (Police)
- B. Consideration and action to adopt Ordinance O16-11-10 amending City Code Section §71.13 DEFINITIONS - MOTORIZED PLAY VEHICLE and Section §71.15 MOTORIZED PLAY VEHICLES; PROHIBITION, REGULATIONS, VIOLATIONS. (Police)
- C. Consideration and action to approve Ordinance O16-11-11 amending Chapter 33: City Court, Presiding Officer, Section §33.15 Presiding Judge; Appointment; Judges Pro Tempore; Qualification; Judicial Selection and Advisory Review Board, of the City of El Mirage City Code. (Administration)
- D. Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit for a wireless communication facility, a Verizon Wireless Small Cell Site at 14010 N. El Mirage, Road, Arizona 85335 and authorize the City Manager to enter into a lease agreement. (Development & Community Services)
- E. Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit for a Religious Assembly at the Mirage Oasis Center located at 13015 W. Greenway Road, Arizona 85335. (Development & Community Services)
- F. Consideration and action to authorize the City Manager to approve a contract modification to the construction services contract with Haydon Building Corp for City Hall in the amount not-to-exceed \$103,324. (Development & Community Services)

- G. Consideration and action to authorize the City Manager to waive the formal bidding process and to enter into a construction contract with Kimbrell Electric, Inc. to construct a pedestrian signal at the intersection of Cactus Road and 127th Avenue in an amount of \$90,349 including contingency. (Development & Community Services)
- H. Consideration and action to authorize APS to perform the required work to convert the current overhead power lines to underground and to install the street lighting related to the El Mirage Road project in an amount of \$4,421,836 and direct City Staff to adjust existing project contracts as necessary to remain within the \$6.4 million local commitment. (Development & Community Service)

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. New Employees
- 2. AZDOHS Grant Awards
- 3. Frontage Road Update
- 4. Salute to Veterans Event

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

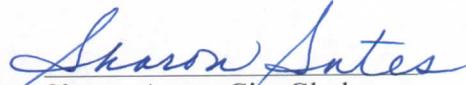
The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

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 NOVEMBER 1, 2016

I hereby certify that this agenda was posted by 5:00 p.m. on October 28, 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.


Sharon Antes, City Clerk

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>10/27/2016</u></p> <p>DATE ACTION REQUESTED: <u>11/01/2016</u></p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION # _____</p> <p><input type="checkbox"/> ORDINANCE # _____</p> <p><input checked="" type="checkbox"/> OTHER: <u>Approval of Minutes</u></p>	<p>SUBJECT: Consideration and action approving the minutes of the Regular Council Meeting held Tuesday, October 4, 2016.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Sharon Antes, City Clerk <i>sha</i></p>
<p>RECOMMENDATION: Approve minutes of the Regular Council Meeting held Tuesday, October 4, 2016.</p>
<p>PROPOSED MOTION: I move to approve minutes of Council meetings as presented.</p>
<p>ATTACHMENTS: Draft Minutes</p>

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

Deputy City Manager/Finance Director:

Robert Nilles

Robert Nilles 10/28/16
Date

Approved as to Form:

Robert M. Hall

Robert M. Hall 10/28/16
Date

City Manager:

Dr. Spencer A. Isom

Dr. Spencer A. Isom 10/28/16
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, OCTOBER 4, 2016**

Minutes

I. ROLL CALL

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

II. CALL TO ORDER

The meeting was called to order at 6:00 pm.

Pledge of Allegiance

Moment of Silence – Mayor Mook asked to keep in mind Vice Mayor Joe Ramirez and his family for their recent loss.

Silence Cell Phones and Pagers

III. PROCLAMATIONS

- P1.** Proclamation declaring the week of October 9-15, 2016 as Fire Prevention Week - “Don’t Wait – Check the Date! Replace Smoke Alarms Every 10 Years.” (Fire)

Building Official Mary Dickson reported El Mirage first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. The 2016 Fire Prevention Week theme, “Don’t Wait – Check the Date! Replace Smoke Alarms Every 10 years” effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

Mayor Lana Mook proclaimed October 9-15, 2016, as Fire Prevention Week throughout the City and urged all the people of El Mirage to find out how old the smoke alarms in their homes are, to replace them if they are more than 10 years old, and to participate in the many public safety activities and efforts of the El Mirage Fire Department during Fire Prevention Week, October 9-15, 2016.

IV. PRESENTATION

- P2.** Presentation by El Mirage Special Events Coordinator Jeffrey Anderson to provide an overview of the November 5, 2016 El Mirage Salute to Veterans event to the Mayor and Council. (Administration)

Intergovernmental and PR Manager Amber Wakeman introduced Special Events Coordinator Jeffrey Anderson to inform Council of the upcoming Salute to Veterans special event. Mr. Anderson reported this special event will be held on November 5th from 12:00 noon to 9:00 PM at Gateway Park. The City's special events philosophy is to produce well attended events that are affordable to attend and that will instill a sense of community and pride in the residents of El Mirage for "making memories." The goal of the event is to honor and illustrate the contributions and sacrifices made by veterans and active duty military members. The main attraction will be the Vietnam Traveling Wall which is an 80% replica of the permanent wall in Washington D.C. It stands 8' tall at the apex, is 360' long and the names were engraved by USMC Vietnam Veterans; 100% made in America. Other attractions will include a classic car show, 5k run, motorcycle rally, bands and entertainment, a WHAM art project, kid's zone activities, balloon glow, beer garden, and skateboard demo/contest. Mr. Anderson then reviewed the location of events, map for the 5K run and the Salute to Veterans multi-day event timeline. There are 18 sponsors providing a total sponsorship of \$13,625.00 and numerous Veteran organizations and other organizations volunteering for this event.

Dr. Isom reported that over the last six or seven years the City has made the policy determination to move forward with the Special Events programming for the community even in challenging times. These events have continued and since Mr. Anderson's arrival, they have blossomed and continued to improve and grow. Many ideas have come from Councilmembers and staff; with the help of staff, under Ms. Wakeman's review, the special events have been taken to another level and this particular upcoming event promises to be phenomenal. Dr. Isom commended Mr. Anderson and everyone involved in organizing this event.

Councilor Jones commented this is a very exciting time and an "awesome job."

Councilor Delgado reported that when he was stationed at Fort Lee, Virginia he had an opportunity to see the Vietnam Wall and stated it is very moving, noting that a high school friend of his is listed on the wall. He also stated he wished to be a volunteer at this event and Mr. Anderson made note.

Councilor Shapera asked about parking provisions stating he believes this event will be one of the biggest the City has ever done. Mr. Anderson reported the existing parking in front of the Police Station and at the YMCA will be used as well as additional parking recently added behind the YMCA which will provide an additional 214 spaces.

V. 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.

VI. 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 Monday, September 19, 2016. (City Clerk)
2. Consideration and action to accept a final plat with a dedication of right-of-way for the new Cheryl Drive to be constructed between El Mirage Road and 121st Avenue south of Peoria Avenue. (Development & Community Services).
3. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (Customer Service)
4. Consideration and action to approve the purchase with CDW-G for computers and laptops in an amount not to exceed \$34,000 utilizing the State of Arizona and National IPA Contracts and authorizing a budget transfer of \$1000 from 10-480-261 to 10-480-617. (Information Technology/Finance)

Councilor Delgado requested item 2 be removed from consent and discussed separately.

Councilor Delgado moved to approve items 1, 3 and 4 listed on the Consent Agenda as presented; seconded by Councilor Shapera. Motion carried unanimously (7/0).

2. Consideration and action to accept a final plat with a dedication of right-of-way for the new Cheryl Drive to be constructed between El Mirage Road and 121st Avenue south of Peoria Avenue. (Development & Community Services)

Development and Community Services Director Jorge Gastelum reported the site plan for this area was approved by Council in June, 2016 and this is part of the same process. Councilor Delgado asked if this construction was going to coincide with finishing up the El Mirage Road construction and wondered if the new road would go all the way back to the river. Mr. Gastelum stated the south half of Cheryl Drive will be developed back to 121st Avenue by the developer south of the steel company and noted it will be 20' wide which is wide enough for two-way traffic.

Councilor Delgado moved to approve Consent Agenda item 2 as presented; seconded by Councilor Shapera. Motion carried unanimously (7/0).

VII. REGULAR AGENDA

- A. Consideration and action to approve Resolution R16-10-22 to temporarily suspend City Code §130.01 to allow alcoholic beverages to be served and consumed at the El Mirage Salute to Veterans special event on November 5, 2016 and the Cinco de Mayo Fiesta event on May 5, 2017 in the FY 2016/17 event season. (Administration)

Public Relations Manager Amber Wakeman requested a temporary suspension of City Code §130.01 to allow these events to have alcohol served and consumed.

Councilor Palladino moved to approve Resolution R16-10-10-22 to temporarily suspend City Code §130.01 to allow alcoholic beverages to be served and consumed at the El Mirage Salute to Veterans special event on November 5, 2016 and the Cinco de Mayo Fiesta event on May 5, 2017; seconded by Councilor Delgado. Motion carried unanimously (7/0).

- B. Consideration and action to approve Ordinance O16-10-09 setting forth and fixing the dates, times and location of the 2017 City Council Meetings. (City Clerk)

City Clerk Sharon Antes reported the proposed calendars were in the Council packets for review.

Councilor Delgado moved to approve Ordinance O16-10-09 setting forth and fixing the dates, times and location of the 2017 City Council Meetings; seconded by Councilor Shapera. Motion carried unanimously (7/0).

VIII. 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:

Dr. Isom reported that the City of El Mirage is "continuing its winning ways" by coming in first place with a team score of 54 at the recent Dysart Education Foundation Golf Tournament. Dr. Isom introduced Public Works Director Jim Shano who was one of the team members to report on the tournament. Mr. Shano stated everyone got rained on a little but it was a good time by all. He then introduced the other three members who formed the City foursome that included Court Administrator Rod Wettlin, Code Enforcement Officer Chris Herrbach, and Senior Customer Service Representative Joe Young.

City Clerk Sharon Antes noted the Arizona Secretary of State's Office is going to hold Town Hall meetings throughout the state on two upcoming ballot measures; Proposition 205 is the issue relating to proposed marijuana laws and Proposition 206 is the issue relating to raising the minimum wage in Arizona. The nearest meeting

being held will be next Monday night, 6:30 pm at the Palm Ridge Recreation Center in Sun City West. She stated she would forward detailed information on this Town Hall meeting. Ms. Antes also advised that registered voters can vote at City Hall starting Wednesday, October 12th for early in-person voting through Friday, November 4th. If voters are signed up on the PEVL (permanent early voting list), ballots should be mailed out on October 12th and received by the following Saturday or Monday. On November 8th, General Election Day, voters will not be able to vote at City Hall but can drop off voted ballots. Voters will be notified by mail of their designated polling location if voting on November 8th; there will be four polling locations in El Mirage on Election Day. Voting information has been provided for the El Mirage newsletter and will also be on the City website and on social media.

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

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

Councilor Shapera thanked Dr. Isom for his recent email informing Council on the status of a crosswalk project under review; he stated he was happy to see it moving forward.

Councilor Delgado reported the tournament held at Luke Air Force Base golf course over the past weekend, with 103 golfers, was a huge success and grossed \$20,000 for scholarships. He recognized resident Chance Mikos, present at this meeting, for his support of the “long-drive for men and women” competition. He thanked Council for supporting the tournament and expressed his hope that next year will be an even bigger and better tournament.

X. ADJOURNMENT

The meeting was adjourned at 6:28 p.m.

Lana Mook, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the El Mirage City Council Meeting held on Tuesday, October 4, 2016 and a quorum was present.

Sharon Antes, City Clerk

RESOLUTION R16-11-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA AMENDING THE CITY OF EL MIRAGE PERSONNEL POLICY MANUAL DATED JUNE 30, 2008.

BE IT RESOLVED by the Mayor and Council of the City of El Mirage as follows:

1. That the City of El Mirage Personnel Policy Manual dated June 30, 2008, Section 6.3. Travel and Expense Reimbursement, is hereby amended as follows:

6.3. Travel and Expense Reimbursement

Unless arrangements have been made to pay such expenses using a City credit card or through a purchase order, the City will reimburse employees and officials for actual travel, accommodations and registration expenses incurred during the conduct of City business, and City-related training, seminars and conferences, so long as the travel has appropriate prior approval. No employee or official should realize a financial gain or loss as a result of traveling on behalf of the City.

The City expects employees to use City vehicles when traveling on City business. Mileage expense for use of a personal vehicle when a City vehicle has been authorized will not be reimbursed. Arrangements to address special circumstances, such as a combined business trip and vacation, ~~may~~ must be approved ~~determined~~ by the City Manager in advance of the travel.

2. That the City of El Mirage Personnel Policy Manual dated June 30, 2008, Section 6.3. C. Travel, is hereby amended as follows:

C. Travel

All air travel shall be coach or tourist class, or equivalent. Should a route or schedule change result in a credit, a credit form should be completed either with the airline or with the credit card company.

If approved by the City Manager in advance, the employee may combine vacation with City business. In such case, only the City business portions of the trip will be reimbursed. There must be a clear, documented cut-off between the business portion and the vacation portion of the trip. Use of an employee's personal vehicle for City business or business related travel must be authorized in advance by the City Manager ~~Department Director~~. If the use of an employee's personal vehicle is authorized by the City Manager, the employee will only ~~shall~~ be reimbursed for the use of his/her vehicle at the current IRS mileage reimbursement rate for ~~vehicle use deductions~~ travel exceeding 100 or more miles round-trip, up to a maximum of 400 miles round-trip. When a personal vehicle is approved by the City Manager for transportation, the reimbursed cost shall in no case exceed the cost of air travel for the same trip.

3. That the City of El Mirage Personnel Policy Manual dated June 30, 2008, Section 6.3. E. General Information, is hereby amended as follows:

E. General Information

Requests for advance of per diem expenses, travel expenses, accommodation costs, and conference fees may be made in advance for travel with reconciliation made after the trip. Such advanced expenses must be approved by the City Manager and, if approved, will be made by City warrant or check unless extenuating circumstances make the earlier request impractical.

All receipts for travel and reimbursable expenses must be attached to the Travel and Expense form. If a receipt is not kept, an authorization to pay must be filled out and approved by the appropriate Department Director and the City Manager.

All Travel and Expense forms should be submitted no later than two (2) weeks after return from travel. Any reconciliation between advance and monies due employee/official will be resolved and payments due employee will be made by warrant/check with the next regular City payment cycle. Monies due the City should be included with the Travel and Expense form.

Employees are encouraged to accumulate claims of minimal amounts for reimbursement under this policy rather than submit them as they occur.

Employees who use their personal vehicle for City business or business related travel shall maintain liability insurance on their personal vehicle in accordance with Arizona Revised Statutes Title 28. It is understood that employees shall hold the City harmless from any claims resulting from the use of their personal vehicle.

4. That the City of El Mirage Personnel Policy Manual dated June 30, 2008, Section 6.3. G. Examples of Allowable Expenses, is hereby amended as follows:

G. Examples of Allowable Expenses

Air travel (Coach/tourist or equivalent)	Mileage expense for City business use of personal vehicle <u>that has been approved by the City Manager</u>
Taxi (including tip)	Rail travel
Auto rental	Bus and subway fares
Lodging	Telephone expense for City business calls
Parking and toll fees	Baggage checking charge
Conference-related tour expenses (inspections, etc.)	Conference/seminar registration and/or tuition
One personal telephone call (of reasonable duration) per each two days of trip	Laundry of one business garment for trips that exceed four business days

Meals (including tip)

Special events such as tours, golf, tennis, etc. where the City's interest is being represented. Prior approval of City Manager required.

Events offered as part of a conference approved and paid for by the City. Prior approval of City Manager required.

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage, Arizona, this 1st day of November, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert Hall, City Attorney

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>10/13/2016</u></p> <p>DATE ACTION REQUESTED: <u>11/01/2016</u></p> <p><input type="checkbox"/> REGULAR <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> WORK STUDY <input type="checkbox"/> SPECIAL</p>	<p>TYPE OF ACTION:</p> <p><input type="checkbox"/> RESOLUTION # _____ <input type="checkbox"/> ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Destruction of Records</p>	<p>SUBJECT: Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Sharon Antes, City Clerk <i>Sharon</i></p>
<p>RECOMMENDATION: Approval to maintain Records Management as set by the State of Arizona.</p>
<p>PROPOSED MOTION: I make a motion to approve the destruction of municipal documents as authorized under A.R.S. §41-151.19.</p>
<p>ATTACHMENTS: Certificates of Records Destruction</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 Clerk's Office and keep the City compliant with state law.

FISCAL IMPACT: \$30.00 (estimated)

DEPARTMENT LINE ITEM ACCOUNT: 10-490-313

BALANCE IN LINE ITEM IF APPROVED: \$600.00

Deputy City Manager/Finance Director:

Robert Nilles

Robert Nilles

10/28/16

Date

Approved as to form:

Robert M. Hall

Robert M. Hall, City Attorney

10/28/16

Date

City Manager:

Dr. Spencer A. Isom

Dr. Spencer A. Isom

10/28/16

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** City Clerk

Department Administration **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
Paid General Obligation Bonds	000-12-42	4	2.19.2004	7.1.2011	Paper	7 Files
Public Records Requests	GS 1016	10299	1.1.2001	12.31.2001	Paper	11 Files

Name (type or print):	Title: Records Officer or Designee (type or print):	Phone :
Signature: <i>Sharon Sutes</i>	E-Mail:	Date: 1-Nov-16

RECORDS MANAGEMENT CENTER

1919 West Jefferson Street • Phoenix, Arizona 85009 • Home Page: <http://www.azlibrary.gov/records>
Phone: (602) 926-3815 • FAX: (602) 256-2838 • E-Mail: records@azlibrary.gov

REQUEST FOR COUNCIL ACTION

<p>DATE SUBMITTED: <u>10/24/2016</u></p> <p>DATE ACTION REQUESTED: <u>11/01/2016</u></p> <p><u> </u> REGULAR <u> X </u> CONSENT</p>	<p>TYPE OF ACTION:</p> <p><u> </u> RESOLUTION # <u> </u></p> <p><u> </u> ORDINANCE # <u> </u></p> <p><u> X </u> OTHER: Records Destruction</p>	<p>SUBJECT: 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. §41-151.19.</p>
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<p>TO: Mayor and Council</p>
<p>FROM: Sandra King, IPMA-SCP, SPHR, Human Resources Director </p>
<p>RECOMMENDATION: Approve the destruction of municipal documents as authorized under ARS §41-151.19.</p>
<p>PROPOSED MOTION: I make a motion to approve the destruction of municipal documents as presented.</p>
<p>ATTACHMENTS: Certificate of Records Destruction</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)

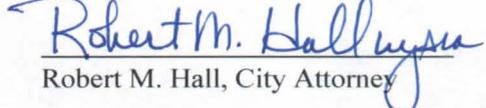
DEPARTMENT LINE ITEM ACCOUNT: 10-500-313

BALANCE IN LINE ITEM IF APPROVED: \$7,356.55

Deputy City Manager/Finance Director:


Robert Nilles 10/28/16
Date

Approved as to Form:

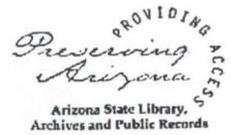

Robert M. Hall, City Attorney 10/28/16
Date

City Manager:


Dr. Spencer A. Isom 10/28/16
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 3

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	GS 1006 (Rev)	20704	7/2/2001	9/30/2011	Paper	7 files
Hiring / Selection Records	GS 1006 (Rev)	20722	10/1/2014	4/1/2014	Paper	5
Investigations of Personnel Matters	GS 1006 (Rev)	20727	9/15/1999	6/6/2001	Paper	2 files
Investigations of Personnel Matters	GS 1006 (Rev)	20726	6/23/2011	9/6/2011	Paper	2 files
Grievance and Complaint Records	GS 1006 (Rev)	20719	9/9/2009	6/16/2010	Paper	2 files
Grievance and Complaint Records	GS 1006 (Rev)	20719	1/8/2007	6/15/2007	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	12/22/2009	1/13/2010	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	7/12/2006	5/21/2007	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	7/2/2001	7/3/2001	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	3/30/1989	3/26/2004	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	11/7/2008	12/22/2009	Paper	1 file

Name (type or print): Sandra King	Title: Records Officer or Designee (type or print): Human Resources Director	Phone : 623-876-2952
Signature: 	E-Mail: sking@cityofelmirage.org	Date: 10/24/2016

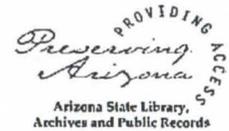
RECORDS MANAGEMENT CENTER

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

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



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



ARCHIVES AND RECORDS MANAGEMENT

Page 2 of 3

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
Investigations of Personnel Matters	GS 1006 (Rev)	20716	4/5/1997	7/16/2001	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	4/27/2007	4/27/2007	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	3/20/2007	3/20/2007	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	6/11/2005	6/28/2005	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	11/4/2007	11/27/2007	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	3/24/2003	3/24/2003	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	4/17/2009	5/1/2009	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	3/1/2008	3/11/2008	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	3/8/2002	4/15/2004	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	7/7/2008	7/11/2008	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	5/27/2010	6/3/2010	Paper	1 file

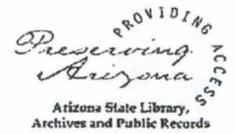
Name (type or print): Sandra King	Title: Records Officer or Designee (type or print): Human Resources Director	Phone : 623-876-2952
Signature: 	E-Mail: sking@cityofelmirage.org	Date: 10/24/2016

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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
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Grievance and Complaint Records	GS 1006 (Rev)	20719	6/1/2009	4/28/2010	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	4/9/2010	4/28/2010	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	2/28/2001	6/8/2001	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	3/9/1996	7/3/2001	Paper	1 file
Grievance and Complaint Records	GS 1006 (Rev)	20719	11/10/200	7/3/2001	Paper	1 file

Name (type or print): Sandra King	Title: Records Officer or Designee (type or print): Human Resources Director	Phone : 623-876-2952
Signature: 	E-Mail: sking@cityofelmirage.org	Date: 10/24/2016

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REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>10/06/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Contract Award	SUBJECT: Consideration and action to authorize the City Manager to award and enter into formal contracts (one primary and two alternate awards) for vehicle towing services, terms not to exceed five years; estimated annual not-to-exceed expense of \$5,000 for towing City vehicles, as needed, is budgeted in the FY 2016-17 budget.
DATE ACTION REQUESTED: <u>11/01/2016</u>		
___ REGULAR <u>X</u> CONSENT		

TO: Mayor and Council
FROM: Terry A. McDonald, Police Chief
RECOMMENDATION: Approve to award and enter into formal contracts with Coco's Roadside Services, Inc. as Primary Contractor; Kopy Motors, Inc. as First Alternate Contractor and Western Towing as Second Alternate Contractor for vehicle towing services.
PROPOSED MOTION: I move to award and approve formal contracts for vehicle towing services as presented.
ATTACHMENTS: Solicitation Request for Proposal (Pd16-VTS02) for Vehicle Towing Services, Vendors Offer of Service (3), Solicitation Evaluation Combined Total Scores and Resulting Award

DISCUSSION: The Police Department is seeking approval to award and enter into formal contracts with Coco's Roadside Services, Inc. as Primary Contractor; Kopy Motors, Inc. as First Alternate Contractor and Western Towing as Second Alternate Contractor for vehicle towing services. The term of service will be for an initial three years with two one-year options for renewal; maximum terms not to exceed five years. Recommended awards were selected using a solicitation for Request for Proposals and panel selection process.

FINANCIAL IMPACT: \$5,000 (estimated not-to-exceed)

DEPARTMENT LINE ITEM ACCOUNT: 10-551-349

BALANCE IN LINE ITEM IF APPROVED: \$5,481

Deputy City Manager/Finance Director:

_____ 10/28/16
 Robert Nilles Date

Approved as to form:

_____ 10/28/16
 Robert M. Hall, City Attorney Date

City Manager:

_____ 10/28/16
 Dr. Spencer A. Isom Date



REQUEST FOR PROPOSAL

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

SERVICE CONTRACT
PD16-VTS02

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

City of El Mirage

Request for Proposal Document

Solicitation Number: **PD16-VTS02**

Solicitation Description: **VEHICLE TOWING SERVICES**

Release Date: **August 19, 2016**

Advertisement Date: **August 19, 2016 & August 25, 2016**

Prospective Offeror's Conference: **N/A** **N/A**

Location: **N/A** **N/A**

Final Date for Inquires: **September 8, 2016** **5:00 p.m., Arizona time**

Proposal Due Date: **September 15, 2016** **3:30 p.m., Arizona time**

Location: *12145 N.W. Grand Ave.
El Mirage, AZ 85335* *City Hall
Administration Building,*

Download Request for Proposal from the City Website at

www.cityofelmirage.org



City of El Mirage, Arizona



Notice of Request for Proposal

Request for Proposal No: **PD16-VTS02** Due Date: **September 15, 2016**

Materials and/or Services: **Vehicle Towing Service** Time: 3:30 PM

Proposal Location: City of El Mirage, City Hall, Admin. Building Contact: Cadle Collins
12145 N.W. Grand Ave., El Mirage, AZ 85335 Phone: (623) 876-2956

In accordance with City of El Mirage Procurement Code competitive sealed proposals for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time cited above. Proposals received by the correct date and time shall be considered. Proposals shall be in the actual possession of the City of El Mirage Administration on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the proposers' name and address clearly indicated on the front of the envelope.** All Proposals shall be completed in ink or typewritten. Proposals are strongly encouraged to carefully read the **entire** Request for Proposal 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 Request for Proposal 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: _____

For clarification of this offer contact:
Name: _____

Federal Employer Identification
Number: _____

Telephone: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title

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

Your proposal 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 **Service Contract** and **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 _____, _____.

Spencer Isom, City Manager

City Seal



REQUEST FOR PROPOSAL

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

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

INSTRUCTION TO OFFEROR PD16-VTS02

1. PREPARATION OF PROPOSAL:

In accordance with City of El Mirage Procurement Code sealed proposals for the material or services specified will be received by the City of El Mirage at the specified location until the date and time specified. Proposals must be in the actual possession of the City of El Mirage on or prior to the Proposal Due Date and Time. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the proposer's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package. **Proposals submitted by mail should be addressed to the mailing address shown on this Notice.**

Information regarding the submittal requirements of this RFP may be obtained at the City Hall located at 12145 NW Grand Avenue, El Mirage, AZ 85335. Contact Cadle Collins regarding the documents at (623) 876-2956 or ccollins@cityofelmirage.org. The entire information package may be downloaded from the City of El Mirage website: <http://www.cityofelmirage.org/bids>.

Any changes to this Request for Proposals will be in the form of a **published amendment**. All technical questions regarding this RFP must be clearly marked “**questions**” and submitted in writing by mail or by email to:

City of El Mirage
Cadle Collins, Procurement Administrator
12145 N.W. Grand Ave. El Mirage, AZ 85335
Email: ccollins@cityofelmirage.org

Offeror assumes the burden of proper and timely delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**REQUEST FOR PROPOSAL No: PD16-VTS02
VEHICLE TOWING SERVICES
DUE DATE AND TIME: September 15, 2016, 3:30PM (Arizona Time)**

No submittals will be accepted after the date and time indicated.

- a. All proposals shall be submitted on the forms provided in this *Request for Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram proposals will not be considered. Please return the following **required documents**:
 - i. **Notice of Request for Proposal Offer, page (2)**
 - ii. **References, page (34)**
 - iii. **Equipment List, page (35)**
 - iv. **Storage Facility, page (36)**
 - v. **Personnel List, page (37)**
 - vi. **Alternate Award Acceptance, page (38) – (Optional)**
 - vii. **If applicable – All amendments must be signed and dated.**
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the Offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposals due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.



REQUEST FOR PROPOSAL

INSTRUCTION TO OFFEROR PD16-VTS02

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

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

- f. Proposal due date and time is stated as local Arizona time.
 - g. It is the responsibility of all Offerors to examine the entire *Request for Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request for Proposal* shall be directed to the name appearing as the contact on the *Request for Proposal*. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. The contact shall require any and all questions be submitted in writing. Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Proposal* due date and time.
 3. **PROSPECTIVE OFFERORS CONFERENCE:** A Prospective offeror Conference shall not be held.
 4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of El Mirage Procurement Code. A vendor submitting a late proposal shall be so notified.
 5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified due date and time, an Offeror (or designated representative) may withdraw the proposal.
 6. **AMENDMENT OF PROPOSAL:** Receipt of a Proposal Amendment shall be acknowledged by signing and returning the document with the offer at the specified proposals due date and time.
 7. **VENDOR REGISTRATION AND W9:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and W9 and submit it to the City of El Mirage Finance Department.
 8. **AWARD OF CONTRACT:**
 - a. The contract shall be awarded based on the Offerors proposal responses to the weighted evaluation criteria detailed in this *Request for Proposal*.
 - b. Notwithstanding any other provision of this *Request for Proposal*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all proposals, or portions thereof, or
 - iii. Reissue a *Request For Proposal*.
 - c. A response to a *Request for Proposal* is an offer to contract with the City based upon the terms, conditions and scope of work contained in the City's *Request for Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted and executed by the **City Manager** and the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request for Proposal*; unless modified by an Amendment
 9. **PROTEST OF AWARD:** The offeror may protest the awarding of a solicitation in writing in accordance with the City of El Mirage Purchasing Code §30.33.



REQUEST FOR PROPOSAL

STANDARD TERMS AND CONDITIONS PD16-VTS02

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

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

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section, of the Offer and Contract Award page, the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of project goods and materials; or,
 - d. Without the express written permission of the owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of El Mirage including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the City. City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee 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.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of El Mirage Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the *Request for Proposal*, including instructions, all terms and conditions, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Offeror in response to the *Request for Proposal*. In the event of a conflict in language between the *Request for Proposal* and the offer, the provisions and requirements in the *Request for Proposal* shall govern. However, the



REQUEST FOR PROPOSAL

STANDARD TERMS AND CONDITIONS PD16-VTS02

Police Department Procurement

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City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the *Request for Proposal* or the offer. The *Request for Proposal* shall govern in all other matters not affected by the written contract.

- 6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
- 7. **CONTRACT APPLICABILITY:** The offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this solicitation. All previous agreements, contracts, or other documents, which have been executed between the offeror and the City, are not applicable to this solicitation or any resultant contract.
- 8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
- 9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract nor delegation of any duty of Contractor shall be made without prior written permission of the City.
- 13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** No subcontractors shall be permitted for the award of this contract.
- 14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
- 15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its



REQUEST FOR PROPOSAL

STANDARD TERMS AND CONDITIONS PD16-VTS02

Police Department Procurement

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employees, agents, or any tier of subcontractors in the performance of this contract. Contractor’s duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the contract.

17. FORCE MAJEURE: Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this contract is prevented by reason of force majeure. The term “*force majeure*” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. RIGHT TO ASSURANCE: Whenever one party to the contract in good faith has reason to question the other party’s intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

19. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.



REQUEST FOR PROPOSAL

STANDARD TERMS AND CONDITIONS PD16-VTS02

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

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

- 20. WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor’s response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
- 21. INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:
- a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.
- This shall be accomplished by a written determination from the City.
- 22. TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- 23. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach of the contract as a whole.
- 24. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the contract as a whole.
- 25. SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
- 26. LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
- 27. LICENSES:** Contractor shall have at the time of proposal submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a proposal for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of proposal submittal. The determination shall be made by the City.
- 28. PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
- 29. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in



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satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

- 30. COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 31. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
- 32. ADVERTISING:** Contractor shall not advertise or publish information concerning this contract, without prior written consent of the City.
- 33. DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the offer and contract award
- 34. FUNDING:** Any contract entered into by the City of El Mirage is subject to funding availability. Fiscal years for the City of El Mirage are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 35. PAYMENT:** A bimonthly or monthly invoice shall be issued itemizing each tow (date, vehicle description, location, and type of tow). No payment will be issued prior to receipt of material and/or services and correct invoice.
- 36. MATERIALS, EQUIPMENT, APPARATUS:** or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the proposal. Should the Contractor propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses he shall submit a written request as an alternate to the base proposal with his proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the contract price. Where such substitutions alter the design or space requirements indicated on the plans the Contractor shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the scope of work is met and the CITY's best interests are served as determined by the authorized representative and the CITY.
- 37. SUBCONTRACTOR'S LIST:** No subcontractors shall be permitted for the award of this contract.
- 38. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS.** To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the agreement and the City shall have the right to immediately terminate the agreement.



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39. CONTRACTOR COMPLIANCE WITH A.R.S. § 35-391.06 AND 35-393.06 (SCRUTINIZED BUSINESS RELATIONS WITH SUDAN AND IRAN): By entering into this agreement, Contractor certifies it does not have scrutinized business operations in Sudan or Iran. Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the City upon request. These warranties shall remain in effect through the term of this agreement.

The City may request verification of compliance from any Contractor or subcontractor performing work under this Agreement. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, immediate termination of this Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

40. QUESTIONS, INTERPRETATIONS, OR CORRECTIONS OF PROPOSAL DOCUMENT:

Offeror shall notify the City of any error, omission, or inconsistency that may be discovered during the examination of the *Request for Proposal*. All clarifications, corrections, or changes to the *Request for Proposal* shall be made by addendum only. Proposer shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at the prospective offeror conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the *Request for Proposal* and any agreement documents. It is the offeror's sole responsibility to ascertain that it has received all addenda issued for this *Request for Proposal*. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

41. ADDENDA:

Any change to the proposal shall be in the form of a numbered addendum issued by the City. The addendum will be furnished to all who received the *Request for Proposal*. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for proposers adjusting their offer based on oral or written instructions.

42. AMENDMENT OF PROPOSAL:

Receipt of an amendment shall be acknowledged by signing and returning the document with the offer at the specified proposal due date and time.

43. PROPOSAL ERRORS OMISSIONS AND CORRECTIONS:

The City will not be responsible for any errors or omissions made by an offeror.

44. PRICES, NOTATIONS, AND MISTAKES:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the proposal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

45. WITHDRAWAL OF PROPOSAL:

At any time prior to the specified due date and time, an Offeror (or designated representative) may withdraw the proposal.



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46. LATE PROPOSALS:

Late proposals will not be considered, except as provided by the City of El Mirage Procurement Code. An Offeror submitting a late proposal shall be so notified.

47. OFFER TABULATION:

A copy of the scoring may be requested from the City Clerk's office via submitting a Public Records Request and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

48. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS:

Brand names or manufacturer's references shall be construed as a quality or performance level, and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

49. EXCEPTIONS TO SPECIFICATIONS:

Proposer must provide with the submittal as attachment any and all exceptions to the specifications and/or the terms and conditions contained herein. Failure to note exceptions shall be interpreted to convey the Offeror agrees to perform in the manner described and/or specified in this solicitation document. City's acceptance of proposer's offer shall be limited to the terms of this RFP unless expressly agreed in writing by the City.

50. OFFER IDENTIFICATION:

The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

51. ALTERNATE OFFERS:

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

52. EFFECTIVE PERIOD OF OFFER:

This offer shall remain in effect for a period of one hundred and twenty (120) calendar days from the proposal due date or the best and final offer date and is irrevocable.

53. RESTRICTIVE OFFER PROVISIONS:

If specifications preclude an otherwise qualified Proposer from submitting an offer, a written request for modification must be received by the buyer at least seven (7) calendar days prior to the proposal due date. All proposers will be notified by a written addendum to the solicitation of any approved changes.

54. CONTRACT AND ORDER OF PRECEDENCE:

The contract between the City and the Contractor shall consist of (1) the Request for Proposals, including instructions, all terms and conditions, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Offeror in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Request for Proposals shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Offer. The Solicitation shall govern in all other matters not affected by the written contract. In the event of a conflict between any of the documents comprising the Solicitation, the Scope of Work and Specifications shall take precedence, followed by the General Terms and Conditions, followed by the Proposal Instructions and Conditions, and followed by the Notice of Request for Proposals.



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55. TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate any contract, with or without cause, upon thirty days written notice. The City shall be responsible for the payment for services completed by Contractor prior to the effective date of the termination.

56. CERTIFICATES OF INSURANCE:

The Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance with companies possessing a current A.M. Best, Inc. Rating of A- and duly licensed to do business in the State of Arizona with policies and forms satisfactory to the City. All insurance required herein shall be maintained in full force and effect at all times during the term and any extension of this contract; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor’s insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies, except Workers’ Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor’s work or service.

The insurance policies may contain deductibles which shall not exceed twenty-five percent (25%) of the contract price. The Contractor shall be solely responsible for deductible retention and the City, at its option, may require the Contractor to secure the payment of such deductible. No insurance required under this contract may be written on a “claims made” basis.

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

57. REQUIRED INSURANCE COVERAGE:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

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

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 each occurrence with respect to the Contractor’s any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor’s work. Coverage shall be at least as broad as coverage code 1, “any auto”, (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.



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c. **Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. In case any work is subcontracted, the Contractor shall require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

58. COOPERATIVE USE OF CONTRACT:

In addition to the City of El Mirage, this agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, school districts, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

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REQUEST FOR PROPOSAL

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CITY OF EL MIRAGE, ARIZONA
Police Department

REQUEST FOR PROPOSAL

SCOPE OF WORK

VEHICLE TOWING SERVICES

Request for Proposal # PD16-VTS02

August 19, 2016



REQUEST FOR PROPOSAL

SCOPE OF WORK PD16-VTS02

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Vehicle Towing Services

SECTION I – Definitions

The words as used in this contract shall have the following meaning, unless otherwise specified herein:

"City" City of El Mirage authorized representative.

"*Citizen Requested Tows*" shall mean vehicles towed at the request of the vehicle owner or operator. Vehicle owner or operator has named a preferred towing service provider. Vehicle owner or operator is present at the scene.

"*City Boundaries or within City*" shall mean the geographical boundaries of the City and shall in all respects be deemed to refer to the geographical area lying within the corporate boundaries of the City of El Mirage such as those boundaries may be changed from the time to time during the term of this Contract.

"*Contracted Rates*" shall mean the rates established pursuant to the terms of this Contract.

"*Contractor*" shall mean the contractor and contractor's personnel, which includes all of Contractor's employees, independent contractors, agents and representatives.

"*Destination*" shall mean the location of the termination of the tow which shall be the Contractor's nearest or destination specified by the vehicle owner or vehicle driver.

"*Extraordinary Circumstances*" shall be defined as mountainside vehicles, vehicles in lakes, canals, swimming pools, desert areas or fields requiring a four (4) wheel drive tow truck or special equipment. Extraordinary circumstance charges shall be prorated in fifteen (15) minute increments and shall only encompass the time spent on recovery of the vehicle to a towable position. The determination of whether the situation involves extraordinary circumstances shall be made by the EMPD supervisor or designee.

"*Flat Tire Service*" shall mean only changing the tire of City vehicles if there is a spare tire available in the vehicle and under no circumstances shall the Contractor repair or attempt to repair any tire belonging to the City.

"*EMPD Designated Representative*" shall mean the El Mirage Police Department's Support Services Division Manager or designee.

"*EMPD Supervisor*" shall mean El Mirage Police Department (EMPD) personnel with the rank of sergeant or above.

"*Hold*" shall mean any vehicle identified as in accordance with A.R.S. §28-3511 by El Mirage Police Department personnel which means that the vehicle shall not be released without prior written authorization from an EMPD Vehicle Impound Coordinator or designee.

"*Light, Medium, and Heavy Duty Wreckers*" shall have the same meaning as used in DPS Tow Truck Rules and Regulations, Article 3, Tow Truck Specifications, Sections R13-3-301 thru R-13-3-308.

"*No Preference Tows*" shall mean vehicles towed at the request of the vehicle owner or operator. Vehicle owner or operator has not named a preferred towing service provider. Fees charged shall be in accordance with the contracted rates.

"*Off-Road Recovery*" shall mean a charge applied when the towing company must leave the boundaries of the designated City right-of-way to recover a vehicle from a desert area, farm field, ditch, ravine, or body of water. If special circumstances exist within the City right-of-way, a charge may be applied with the approval of the City.



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"Police Ordered Tows" shall mean vehicles towed at the request of the El Mirage Police Department. Fees charged shall be in accordance with the contracted rates.

"Primary Officer" shall mean the El Mirage Police Officer with the primary decision making authority present on site.

SECTION II – Project Description

The City of El Mirage, Arizona (hereinafter "City") seeks proposals from qualified service firms to establish towing, removal, and storage service contract(s), which will provide emergency and non-emergency services as described in this Scope of Work. The City will award one (1) firm and two (2) alternates based on the weighted evaluation criteria set forth in this document. It is the intent of the City of El Mirage to establish a City initiated towing, storage services, abandoned and confiscated vehicle towing for one (1) category of use – Police Towing. The term of the contract is for three (3) years. By mutual written contract amendment, any resultant contract may be extended annually for two (2) one (1) year terms up to a maximum of five (5) years unless terminated, cancelled, or extended as otherwise provided herein. Upon the request of the City of El Mirage Police Department, the contracted towing service companies will be responsible for removal of: wrecked vehicles from accident scenes; vehicles which constitute a traffic hazard; vehicles that may be evidence of a crime; vehicles impounded as a result of an arrest; and any other vehicle in accordance with A.R.S. §28-3511. All services provided by the contracted towing service companies shall be performed to the highest standards of the towing industry. The City of El Mirage does not guarantee a minimum number of tows, offeror should be aware that the tow service will be used on an "as needed" basis. The conditions of this proposal shall not apply when a tow, made by a towing company, is initiated, specified and requested by the driver or owner of the vehicle. The City of El Mirage has determined that, in the best interests of its citizens, the competition of this Request for Proposal shall be based upon the evaluation criteria of the contractors and not cost; therefore, the City of El Mirage has established fixed pricing for all categories of towing, storage and service. The City of El Mirage has determined that, in the best interests of its citizens, one (1) contractor and two (2) alternates will provide the appropriate level of service. Firms must agree to the pricing schedule set forth in this RFP to be awarded. The City of El Mirage reserves the right to reject, at any time, proposals and/or resulting contract(s), should any proposal information be found fraudulent or omitted.

SECTION III – General Requirements

Contractor shall meet the following minimum requirements to service the City with sufficient, qualified equipment and operators to provide the City tow services.

A. Vehicle Towing, Removal and Related

1. The City of El Mirage (the "City") is seeking to secure rotational towing services (as needed) to remove vehicles including, but not limited to, those that fall into any of the following categories:
 - a. Disabled
 - b. Wrecked
 - c. Abandoned
 - d. Stolen
 - e. Unlawfully Parked, traffic hazards
 - f. Junked
 - g. Booted for violations
 - h. Held for evidence, forfeiture, immobilization or impoundment.
 - i. Thirty day impounds, pursuant to A.R.S. §28-3511.
 - j. Towed for safekeeping due to the arrest of the driver or for evidentiary purposes.



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2. Vehicles shall be towed directly to the Contractor's storage facility or if applicable, the City Fleet lot of the EMPD Impound Storage lots or EMPD Property and Evidence Storage Facility, unless the Contractor is otherwise directed by EMPD Supervisor or designee.
3. If EMPD is not requesting that the vehicle be held for any purpose identified under this Contract, the vehicle at the owner's discretion may be towed to the location directed by the owner of the vehicle or the driver of the vehicle, with the rates charged as provided in the Price Sheet pursuant to the terms of this Contract.
4. City reserves the right to change the rotation type and/or schedule at any time at its sole discretion for any reason. City will rotate calls between contracted companies but reserves the right to go outside the rotation for the good of the City. In the event there are more than two simultaneous locations and the contracted companies cannot provide service within **twenty-five (25) minutes** of receipt of request for service calls that require light and/or medium duty or **fifty (50) minutes** of receipt of request for service calls that require heavy duty wreckers the City can call any other tow company at its sole discretion.
5. All City owned vehicles with Allison automatic transmissions must have the drive shafts detached prior to being towed to the City's Fleet Services Facility. Damaged driveline and related items will be disclosed to Fleet Services at time of vehicle delivery, to determine whether damage occurred.
6. Contractor shall perform all towing services in accordance with automotive manufacturer's specification to avoid potential damage. Contractor will be liable for any damages sustained during hook-up and/or transporting of vehicles caused by improper towing techniques.
7. Any towing service requested by the City or the customer to a location other than the Contractor's storage facility, but within the City limits, shall be towed at the rate set forth on the attached Price Sheet to the Contract and provided in writing to the owner or driver at the site.
8. Any towing service requested by the customer to a location outside the El Mirage city limits (other than the Contractor's storage facility) shall be towed at the contract rate to the city limit. Beyond that point, the Contractor shall provide the service at a fixed rate per mile.
9. A citizen whose vehicle is disabled or who has been arrested has the options of using the Contractor's Services or the services of any other towing operator or any other form of tow service, unless otherwise directed by EMPD for purposes identified under this Contract.
10. The City does not guarantee that a minimum number of tows will occur or that they will occur in any ration when comparing one time of day versus another.
11. The Contractor should be aware that the towing services will be used on an "as needed" basis. The only assurance the City makes is that if a citizen does not request a specific towing service, the next Contractor in the rotation on the Rotation List will be called by the El Mirage Police Department.
12. Based upon statistics from other municipalities, it is estimated that the majority of towing service calls will be made for vehicles less than 10,000 pounds Gross Vehicle Weight.

B. Informational Handout

1. Contractor shall create an informational handout to be given to owners or drivers of towed vehicles on site and preapproved by the City. The handout shall contain the following information:
 - a. Specific contract towing and storage rates,
 - b. Storage rates, gate fees and all other charges,
 - c. Business hours,
 - d. Telephone number for business hours and after hours,
 - e. Release procedures,



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- f. Proof of ownership documents required for release,
- g. Acceptable forms of payment, which shall be cash and/or credit card (contractor may require cash or equivalent on § 28- 3511 Impound Releases)

C. Minimum Vehicle and Equipment Requirements

1. Contractor shall have at least one tow truck falling within the following category of **Light-Duty** and one tow truck falling within the following category of **Medium-Duty or Heavy-Duty, with at least one of those tow trucks being a flatbed tow truck.** All Contractors' tow trucks must meet the specific requirements as indicated in:

TITLE 13 PUBLIC SAFETY – CHAPTER 3. DEPARTMENT OF PUBLIC SAFETY TOW TRUCKS (A.R.S. §28-1108 et seq.) and Arizona Administrative Code, sections R13-3-1001 thru R13-3-1012.

Light-Duty

- Tow Truck (R13-3-1001)
- Tow Truck with Collision Recovery Capabilities (R13-3-1002)
- Flatbed Tow Truck (R13-3-1003)
- Flatbed Tow Truck with Collision Recovery Capabilities (R13-3-1004)
- Tow Truck-tractor and Semi-trailer Combination (R13-3-1005)

Medium-Duty

- Tow Truck with Collision Recovery Capabilities (R13-3-1006)
- Flatbed Tow Truck with Collision Recovery Capabilities (R13-3-1007)
- Tow Truck-tractor and Semi-trailer Combination (R13-3-1008)

Heavy-Duty (Requires Commercial Driver’s License)

- Tow Truck (R13-3-1009)
- Tow Truck with Collision Recovery Capabilities (R13-3-1010)
- Flatbed Tow Truck with Collision Recovery Capabilities (R13-3-1011)
- Tow Truck-tractor and Semi-trailer Combination (R13-3-1012)

2. Proposer may list any exceptions to the vehicle and equipment requirements. The City reserves the right to waive requirements and/or accept exceptions as submitted in the proposal. The highest evaluation scores will be given to the proposer meeting the minimum equipment requirements.
3. Additionally, tow trucks shall at a minimum:
 - a. Have DPS issued permit decals properly affixed in accordance with R13-3-1101.
 - b. Display on both sides of the tow truck the company name, full name of the town or city in which the contractor has its primary location, and a 10 digit business telephone number. Letters shall contrast sharply in color with the background on which the letters are placed and be readily legible during daylight hours from a distance of 50 feet while the tow truck is stationary in accordance with R-13-3-101(a).
 - c. Be mechanically sound and roadworthy (with current year registration).
 - d. Be retrofitted with functioning light safety bars.
 - e. Maintain an adequate supply of road safety devices (e.g., safety flares, lights, reflective highway stands, etc.).
 - f. Be equipped with a minimum of two jack stands and two (2) tire sliding devices.
 - g. Be equipped with sufficient safety and ancillary equipment, e.g., chains, slings, bumpers, snatch blocks, brooms, shovels, sand buckets and/or containers for carrying trash, vehicle debris, etc., required to safely



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clear vehicles and prepare them for towing to its nearest storage facility and to perform all "on scene" site cleanup services.

- h. Rollback and/or tilt bed trucks shall also have a minimum of two (2) motorcycle tie down straps.
- 4. All vehicles shall be equipped with a communication system to provide immediate dispatch seven days per week, twenty-four hour per day 365 days per year, including weekends and holidays.
- 5. Contractor shall be responsible for all vehicle repair and maintenance required to keep the tow trucks and other vehicles used in carrying out the Contract in safe and efficient operating condition. All vehicles shall be equipped, maintained and operated in accordance with the laws of the State of Arizona and the rules and regulations of DPS.

D. Minimum Personnel Requirements

Please review the definition of Contractor when reading the minimum requirements for personnel.

- 1. Contractor shall provide City the name, date of birth, and copy of a valid AZ driver's license, employment start dates with company and experience as tow truck driver for all personnel performing work under the Contract prior to execution. This information shall be updated and provided to the City on a recurring basis as changes in personnel are made. Failure by the Contractor to meet this requirement may be considered grounds for termination of this Agreement.
- 2. Contractor's personnel shall not be convicted of any felony offense or crime of dishonesty (theft, fraud or the equivalent). It is the responsibility of the Contractor to ensure compliance with this provision on an ongoing basis
- 3. Tow Truck Operators: The Contractor's tow truck operators shall maintain compliance with Arizona Administrative Code, section RB-3-501 Chauffeurs License, Skills and Knowledge where it is stated that "No tow truck owner shall operate or permit anyone to operate a tow truck until the following requirements are fulfilled." All tow truck operators shall, at a minimum, meet the following criteria:
 - a. Shall have a valid Class "A", "B", "C", "D", or "G" Arizona Driver's License. (A.R.S. § 28-3101 & § 28-3151).
 - b. Shall be competent by reason of experience or training to safely operate the type of tow truck or tow trucks allowed by permit.
 - c. Shall possess the knowledge and ability to rig, move, pick up and transport vehicles without increasing the original damage as much as possible.
 - d. Shall not be under the influence of intoxicating liquor, any drug, and vapor releasing substance containing a toxic substance, or any combination of liquor, drugs or vapor releasing substances if the employee is impaired to the slightest degree when on duty.
 - e. Shall not operate a tow truck without displaying proof of current insurance in accordance with A.R.S. § 28-4031 et seq.
 - f. Shall be familiar with the laws and rules and regulations pertaining to tow trucks.
 - g. Shall not carry a firearm or other deadly weapon on their person or within the tow truck while conducting business within the City of El Mirage.
 - h. Shall maintain compliance with Arizona Administrative Code section RB-3-1201.
- 4. Contractor's personnel shall operate equipment in a safe and prudent manner, complying with all federal, state, county and city laws, rules, regulations and Contract terms.
- 5. Contractor' personnel shall refrain from using vulgar or profane language or gestures when speaking to customers whose vehicle have been towed, insurance representatives or others while performing services under the Contract.



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- 6. Contractor's personnel shall be courteous at all times.
- 7. Contractor's personnel shall wear reasonably clean uniforms which identify the name of the tow company and the individual while performing services under this Contract.
- 8. The City reserves the right to require that Contractor remove personnel from performing services under this contract due to any violation of this section or if deemed unsatisfactory by the City.
- 9. Contractor's personnel shall not solicit or suggest a vehicle repair facility or mechanic to the owner or driver of a towed vehicle. Contractor is prohibited from receiving a commission, referral fee or other compensation from any body shop, insurance company, legal firm, attorney or others in exchange for referring business arising under or resulting from the services provided pursuant to the contract.
- 10. Contractor and Contractor's personnel shall carry business cards for distribution upon request.

E. Licensing and Compliance with Laws, Ordinances and Regulations

- 1. Contractor shall maintain current all applicable federal, state, county and city licenses, certifications and insurance for the operation of its business and performance of services specified under this contract.
- 2. Contractor's equipment and personnel shall maintain all licenses, certifications and insurance as required for the performance of services specified under this contract.
- 3. Contractor warrants that the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) as it may be amended or updated throughout the term of this contract.
- 4. Maintain current inspection and appropriate certifications from DPS for all vehicles and provide proof of such upon request.
- 5. Contractor shall comply with all applicable federal, state, county and city laws, rules and regulations.
- 6. Contractor must comply with all tax regulations for the State of Arizona as set forth in Arizona Revised Statutes Title 42 Chapter 5 and the City of El Mirage Tax Code.

F. Site Cleanup

- 1. Contractor shall be responsible for promptly, thoroughly, and fully conducting site clean-up of all tows including but not limited to glass, metal, plastic, vehicle parts, dirt, sand, fluid, oil, absorb-all and other materials, road hazards and accident debris. See A.R.S. § 28-872.
- 2. Clean-up shall not begin until authorized by the EMPD supervisor or primary officer at the site.
- 3. Contractor shall not depart from the site unless and until they receive prior approval from an EMPD supervisor or primary officer at the site and all cleanup has been conducted in a manner sufficient to ensure roadway safety standards and the satisfaction of the EMPD supervisor or primary officer at the site.
- 4. Site cleanup does not constitute an "extraordinary circumstance" as set forth herein.

G. Minimum Requirements For Storage Facilities

- 1. The primary storage facility shall be located in proximity of the City of El Mirage Police Station, 12401 W. Cinnabar Ave. El Mirage, AZ 85335, no further than a **fifteen (15) mile radius**. The primary storage facility shall comply with the zoning and land use requirements of the jurisdiction in which it is located. The contractor shall request the City of El Mirage's approval of all storage facility locations no less than seven (7) days prior to the planned use of such location.
- 2. Contractor shall maintain adequate and secure storage facilities of sufficient size for the storage of vehicles and



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storage lots shall be reasonably screened from public view. Multiple lots may be used as long as they are in compliance with all terms in the contract and approved by the City of El Mirage.

3. All storage facilities shall be locked when unattended and vehicles protected from the elements at all times in a manner sufficient to ensure that the vehicle is maintained in the same condition it was received by the Contractor.
4. All storage facilities shall have sufficient lighting to ensure safe storage and inspection of vehicles. Contractor shall be required to have at least one-half watt of electrical light for each square foot of storage area.
5. All storage facilities shall have video surveillance cameras showing all access to vehicles. The video shall date and time stamp and be maintained on file for at least 30 days. All video will be made available to the City upon request.
6. Contractor shall properly identify the location of the storage facility by displaying an appropriate sign with the Contractor's proper name of the business and address, which is visible from the public street.
7. All storage facilities shall be enclosed with substantial fencing, at least six (6) feet in height and which provides adequate security to protect stored vehicles and their contents from theft or vandalism.
8. Contractor shall be responsible for the safekeeping of vehicles in the storage facility, which includes securing the vehicles, closing all operable windows. In the event window(s) are broken, Contractor shall seal the window(s) with plastic material to help prevent weather damage to the vehicle's interior. The cost for this service is to be included in the Flat Fee Tow Rate Available in the Fixed Fee Schedule.
9. Contractor shall be responsible for the safekeeping of all personal property remaining in the vehicle. The Contractor's responsibility for the safekeeping of the vehicle commences upon hook up to the vehicle and terminates when the vehicle is released to the owner.
10. Contractor shall maintain secure storage facilities designed to accommodate oversized vehicles such as motor homes, horse carriers, tractor trailers and large trailers.
11. Contractor's storage facilities shall provide an area for customer parking and an inside waiting area for customers suitable for conducting business with customers.
12. Vehicles towed under this Contract shall **not** be stored at any location other than a location that has been recorded with and previously approved in writing by the City. The City at all times shall have the right to designate where vehicles shall be stored.
13. The storage facility shall be appropriately zoned and comply with all state, county and city laws.
14. The Contractor's storage facility shall have a **segregated area** of the facility reserved solely for the storage of vehicles designated as "HOLD" by the El Mirage Police Department. Only EMPD personnel are to be given access to the vehicles in this portion of the storage facility. No "HOLD" vehicle shall be moved from the storage facility without prior authorization in writing from an EMPD supervisor or the EMPD vehicle impound coordinator.
15. For all vehicles held by Contractor pursuant to A.R.S. §28-3511, Contractor shall not release the vehicles to any person or entity without receiving a signed authorization for release from the EMPD Vehicle Impound Coordinator, the Contractor shall be required to pay EMPD the \$150 administrative fee.
16. Contractor shall not begin the abandoned title process on a vehicle, with a hold pursuant to A.R.S. §28-3511, to take ownership of an impounded vehicle until, on, or after the thirty-first (31st) day in which Contractor has retained possession. Upon obtaining ownership of any towed vehicle, Contractor shall obtain a vehicle release from EMPD.



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- 17. City shall have the right to inspect Contractor's equipment and storage facility and pertinent records without notice during normal business hours. A thorough inspection may be made a minimum of one time per year at the discretion of the City. Inspections performed by the City are for the purpose of ensuring technical competence and compliance and adherence to contract provisions.
- 18. Contractor shall hold the City harmless for safekeeping of towed vehicles and for items left in the vehicles.
- 19. Contractor shall not charge an additional towing fee when a vehicle is moved to an alternate storage facility at the Contractor's discretion.

H. Storage Facility Availability and Access

- 1. Contractor shall provide the City with a single, 24-hour telephone number for towing and flat tire services. It is the expectation of the City that the Contractor will answer their phone 24 hours per day and be available to respond to calls for service. If Contractor fails to answer their phone or refuses to provide service or is unable to provide service upon request eight (8) times in total during a calendar year, Contractor will be considered in material breach of this contract and the contract shall be subject to immediate termination.
- 2. Contractor shall staff its vehicle storage facility during normal business hours for the purpose of vehicle release or appraisal. "Normal business hours" are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- 3. Contractor shall be available 24 hours per day, 365 days per year for after-hours access to the storage facility for EMPD and/or owners to retrieve house keys and/or medications. Contractor shall have a 24 hour contact telephone number prominently posted on the storage location for after-hour release of vehicles and Contractor shall provide for the after-hour release of vehicles.
- 4. Vehicle owners requiring after-hours access or vehicle release may be charged the gate fee (aka the equivalent after- hour's fee). After-hours access shall be granted to EMPD and Risk Management at no charge.
- 5. In the event that a vehicle owner arrives at the facility prior to closing and has not been served at closing, the Contractor shall serve the vehicle owner and shall not charge the gate fee.
- 6. Contractor shall have sufficient equipment and personnel at the storage facility to promptly complete the invoicing and payment process and release the vehicle upon the owner's or owner's agent initial appearance to claim the vehicle.

I. Response Time

- 1. Contractor shall provide EMPD with a single 24-hour telephone number for towing and flat tire services. Answering machines or third party answering service companies not having dispatch capabilities shall not be used under the contract.
- 2. Upon receiving a telephone request for towing or flat tire service, the Contractor shall dispatch adequate and sufficient equipment and personnel to the site.
- 3. Contractor shall ensure necessary personnel and equipment arrive at the service location within the following time limits:
 - a. Within **twenty-five (25) minutes** of receipt of request for service calls that require light and/or medium duty wreckers.
 - b. Within **fifty (50) minutes** of receipt of request for service calls that require heavy duty wreckers.
 - c. At the City's sole discretion, these response times may be altered due to adverse road, traffic or weather conditions.
- 4. Response time shall be calculated from the time the City completes its notification to the Contractor of a request for service, to the time the Contractor arrives at the scene of the request for service.



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5. Contractor shall notify the Police Department dispatcher immediately when the response time limits set forth in the Contract cannot be met. The Contractor must have the ability to communicate with drivers via radio, mobile telephone or other like equipment so the Police Department dispatcher has the ability to communicate with the driver through the Contractor's dispatch center as the driver responds to a call.
6. The City reserves the right, in its sole discretion, to dispatch separate Contractors to the same scene when more than one vehicle is involved or in any situation in which it is determined to be warranted by the City.
7. In any instance, if the Contractor is unable to be contacted, fails to respond after acknowledging a call, fails to respond within the allotted time, or is unable to respond for provider the Contractor may face suspension or termination of this Contract at the City's discretion.

J. Record Keeping

1. Contractor is responsible for obtaining all information from the City which Contractor feels is necessary in order to properly determine the appropriate equipment that should be sent to a site to affect the requested tow.
2. Contractor shall comply with all records reporting and retention requirements set forth in the Contract terms and as required by the Arizona Department of Transportation's Motor Vehicle Division and applicable state, county and local law.
3. Contractor shall maintain a record of each vehicle towed pursuant to this Contract, which is easily separated from all other records the Contractor may keep of vehicles towed. The Record shall include, at a minimum, the following information:
 - a. Location of vehicle when hooked up.
 - b. Location name and address where the vehicle was taken.
 - c. Name of officer/employee authorizing the tow and their signature on the tow sheet.
 - d. Name of Contractor personnel providing service and their signature on the tow sheet.
 - e. Date and time of tow.
 - f. Make, model, color and year of vehicle.
 - g. License plate number and State of issue.
 - h. Vehicle Identification Number (VIN).
 - i. Odometer reading -beginning and ending tow truck mileage from pick up to destination.
 - j. Release or other disposition information including:
 - Date and time of release.
 - Name, address and telephone number of person to whom is released.
 - Proof of ownership provided.
 - Evidence of authority to act as owner's agent, if applicable.
 - Name of employee releasing the vehicle.
 - k. Department report number.
 - l. Fees charges.
 - m. Itemized tow and storage billing statement.
 - n. Identify any tow requests with improper dispatch notification from the City.
 - o. Date of filing 10-day report, if applicable, in accordance with current Arizona Statutes.
4. All records shall comply with generally accepted accounting principles and shall be available to the City for inspection upon request, at no cost to the City.

K. Financial Terms/Consideration/Billing

1. The prices for services established in the Contract shall apply to any tow performed at the request of the City, regardless of the ownership of the vehicle.
2. Contractor shall charge vehicle owners for services in accordance with the pricing contained in the Contract.



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3. For citizen's convenience, the Contractor shall accept as a method of payment cash, credit cards, or the equivalent (may require cash or equivalent on A.R.S. §28-3511 Impound Releases).
4. If the service request from the City includes towing to a business or facility that also has a Contract with the Contractor, the prices for services established under this Contract shall apply.
5. The vehicle owner receiving services shall pay services provided by the Contractor under the Contract directly to the Contractor. The City shall not be responsible for payment of any services provided under the contract for non-city owned vehicle, or for the nonpayment of invoices tendered to individual owners, persons or entities for any services provided under this Contract.
6. Storage fees shall be applied only if the vehicle is towed to the Contractor's facility. Fees for storage shall apply as of the day of the tow to the Contractor's facility.
7. Contractor shall not charge vehicle owners for access to their vehicles for the purpose of collecting personal property from the vehicle during business hours.
8. Contractor shall charge the City a flat rate of \$25 for towing services provided for City vehicles which weigh 10,000 GVW or less when the vehicle is towed within the City boundaries or no more than 15 miles outside the City Boundaries. Contractor may change city vehicle flat tires, in lieu of towing the vehicle, when there is a spare readily available and this shall be charged to the City at a flat rate of \$25.
9. Contractor shall charge the City for towing services provided for city vehicle which weigh more than 10,000 GVW only as set forth in this Contract.
10. When Contractor dispatches inappropriate equipment to a site, Contractor shall not charge for the time from the initial dispatch until the proper equipment is dispatched to the site. This shall not apply if Contractor initially received incorrect information from the City regarding the vehicle size and vehicle location. In such cases, the charging may begin when the proper equipment has been dispatched to the site. In situations where the improper equipment has been initially dispatched due to improper information provided by the City, this provision shall not apply. All improper dispatch notifications should be identified in the monthly invoice required in (page 24, section J, subsection 4).
11. In the event Contractor responds to a call that is cancelled before work or service at the site is performed, there will be no charge to the vehicle owner, EMPD or the City.
12. There shall be no additional charge for road services or towing performed on holidays, weekends, nights or early morning hours.
13. Contractor shall charge per hookup per vehicle and storage fees per vehicle. The Contractor shall not charge for multiple mileage items on the same tow call. Contractor shall only bill/receive payments once per service call. Double billing (i.e. billing more than one party for the same services) by Contractors is prohibited.
14. Items contained within a vehicle at the time of the accident, which are to be towed for safekeeping, shall be considered personal property and released at no charge accordingly to the Contract terms.

L. Fee Schedule

Fees listed in the Fee Schedule are the ONLY fees to ever be charged for services provided pursuant to the Contract. No other charges are to be assessed to private citizens or the City. If equipment not listed in the Price Sheet is required, the on-site EMPD supervisor or designee must approve its use prior to deployment of the equipment. Such equipment use must be indicated on the City Tow Report and the Citizen's invoice. Any violation of this section is a material breach of this Contract and grounds for immediate cancellation in its entirety. The City reserves the right to audit all invoices for all tows under this Contract and may contact parties that have had their vehicle towed to survey how they were treated and to



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verify how much they were charged for the services. Fee Schedule shall remain in effect from the time Contractor is dispatched until vehicle is released to owner or owner's authorized agent.

M. Rates for Towing Services and Billing

1. All charges for towing services shall be based on the included Fee Schedule, with the exception of towing for City-owned vehicles which weigh 10,000 GVW or less when the vehicle is towed within or no more than 15 miles outside City boundaries which shall be charged at the flat rate of \$25. Towing services include, but are not limited to the following:
 - a. Travel time to and from scene/service site (anywhere in the State of Arizona).
 - b. Hook-up.
 - c. Dollies.
 - d. Winching.
 - e. Stand-by time.
 - f. Change tire(s).
 - g. Drop drive line.
 - h. Flatbed use.
 - i. Towing to a location at vehicle owner's request.
 - j. Site-clean-up.
 - k. Other services not mentioned.
2. No charges shall be imposed for time expended in preparation of any report required by any provision of Title 28, Arizona Revised Statutes. The hourly rate may be charged beginning at the time of dispatch and ending at the time the vehicle is off hook at the storage lot.
3. Contractors shall bill only the maximum allowable rates or less as specified on the contract Price Sheet.

N. Storage Charges

1. Storage charges may only be imposed for each 24-hour period or portion thereof for which the towed vehicle remains in the Contractor's storage facility. The 24-hour period begins for each vehicle at the time the vehicle is off hook at the storage facility. There shall be no additional charge or fee imposed for the services provided (or the relocation of the vehicle by the Contractor) while the vehicle is in storage at the facility.
2. The storage charge shall include the:
 - a. 24-hour storage periods, and
 - b. Customer, customer's agent, or insurance company access to the vehicle.
3. With respect to each vehicle towed under this Contract, this Contract shall remain in effect until the insurance company, customer or customer's agent takes possession of the vehicle or the Contractor is instructed by customer or customer's agent to tow the vehicle to another location or until the Contractor takes title by reason of abandonment.

O. EMPD ("HOLD") Vehicles

1. The City reserves the right to impound any vehicle in accordance with A.R.S. §28-3511. This process will be initiated by EMPD staff requesting that a "Hold" be placed on a designated vehicle.
2. Contractor shall not release any "Hold" vehicle (whether § 28-3511 or evidentiary) without first receiving prior authorization in writing from an EMPD Supervisor, Investigator, Impounding Officer or Vehicle Impound Coordinator.



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3. During this "HOLD" time, no one shall enter or disturb the vehicle being held unless authorized by an EMPD Supervisor or Vehicle Impound Coordinator. In the case of evidentiary "Hold", authorization must be received by EMPD Investigator or impounding Officer.
4. The City reserves the right to remove "HOLD" vehicles from the Contractor's storage facility at any time.
5. Storage rates for EMPD Hold vehicles shall be indicated on the attached Fee Schedule.
6. A \$25 charge for City Vehicles brought back to City Lot. This will include Evidentiary "Hold" vehicles brought back to Police Impound Lot, which shall also be charged at a \$25 rate when requested by EMPD. Evidentiary vehicles will normally be retained at EMPD Impound Lot awaiting adjudication and/or auction. If requested to be returned to Tow Lot, charges according to Fee Schedule will be passed onto owner of the vehicle.

P. Storage of Vehicles

1. Vehicles shall not be removed from the storage yard to which the vehicle is first towed for a period of forty (40) calendar days unless the vehicle is identified as a "HOLD" vehicle or claimed by the owner or owner's authorized agent directs that the vehicle be removed to another location.
2. If after a period of forty (40) calendar days, instructions have not been received from an owner or authorized agent, the Contractor may move the vehicle to an alternate storage facility. This provision does not apply to City vehicles.
3. No vehicle designated as a "HOLD" vehicle shall be moved from the Contractor's storage facility without prior written authorization of an EMPD supervisor or Vehicle Impound Coordinator.

Q. Towing Abandoned Vehicles

Abandoned vehicles shall be towed immediately if the vehicle presents a traffic hazard. If the vehicle is not a hazard, it will be tagged by EMPD and the owner of the vehicle will be allowed 48 hours from the time of tagging to remove the vehicle. After 48 hours, the vehicle will be considered to be abandoned and subject to removal by the Contractor. The City does not guarantee a minimum number of abandoned vehicle tows during the term of The Contract.

R. Maximum Allowable Rate Schedule

All services performed under this Contract shall be invoiced and paid in accordance with the Fee Schedule included herein. No other charges shall be assessed or paid. Prices shall include all work necessary to effectively meet the requirements of the Scope of Work. The prices shall include all costs for performing services, including, but not limited to, labor, materials, overhead, insurance and all other expenses. Per tow fees shall include all services necessary to actually tow the vehicle. Such services include, but are not limited to, actual towing, necessary use of dollies, winching, vehicle and stabilization.

S. Complaints against Contractor -Administration/Dispute Resolution

All complaints made against the Contractor, regardless of source, shall be investigated by the Chief of Police or designee. Complaints shall be reduced to writing, a copy of which will be provided to the Contractor within thirty (30) calendar days of notification.

1. Complaint categories include, but are not limited to, the following:
 - a. Unqualified drivers
 - Improper license classifications
 - Expired licenses
 - Revoked or suspended licenses
 - Gross license violations (while operating tow truck)



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- b. Negligent administration/Unethical business practices
 - Charging for unnecessary/unused services
 - Overcharging - charges exceed maximum allowable rates
 - Incorrect times on bills
 - Incorrect mileage on bills
 - Mathematical miscalculations on bills
 - Failure to maintain required records
 - c. Negligent operation
 - Improper/unsafe use of equipment
 - Incompetent operator
 - Failure to prevent further damage to towed vehicle
 - Driver/s impaired by drugs or alcohol.
 - Traffic violations by operator.
 - d. Unprofessional conduct of owner/operator
 - Discourteous treatment of an officer, dispatcher, or driver/owner of vehicle
 - Intimidating treatment of an officer, dispatcher, or driver/owner of vehicle
 - Physical abuse of an officer, dispatcher, or driver/owner of vehicle
 - e. Contract violations
 - Failure and/or refusal to accept or respond to calls for service
 - Failure to respond within required time limits
 - Failure to respond to complaints or cooperate with complaint investigations.
 - f. Unauthorized removal of items from a towed or stored vehicle.
2. All complaints brought to the attention of the Contractor by the City or a motorist shall be responded to in writing and forwarded to the City within thirty (30) calendar days of notification.
 3. Upon completion of the investigation, the Chief of Police or designee shall classify each complaint as follows:
 - a. Unfounded - Allegation is false or non-factual.
 - b. Exonerated - Incident did occur, but was lawful or proper.
 - c. Not sustained - Insufficient evidence either to prove or disprove the allegations).
 - d. Sustained - The allegation is supported by sufficient evidence.
 - e. Partially Sustained - Generally used where there are two or more allegations made, and only some or a portion of the allegations are supported by sufficient evidence.
 4. The Chief of Police or designee shall provide a written determination of all complaints. Complaints deemed Sustained or Partially Sustained will result in corrective action inclusive of, but not limited to, suspension of contract, suspension of operator from performing services under the Contract, or termination of the Contract.
 5. Upon completion of the investigation, the Chief of Police or designee will maintain a copy of all complaints, findings, and actions taken, if any. Files may include separate indexes for individual tow truck operators.

T. **Offer Acceptance**

This Contract has been provided for your consideration with the understanding your company meets the general requirements enumerated in the foregoing sections and will agree to abide by the conditions specified the Scope of Work and Contract terms. If so, you must complete the **Contract Offer on page 2** of this document and include documentation providing the information this Request for Proposal requires. This Offer must be in the actual possession of the City of El Mirage Procurement Department on or before **3:30 PM on Thursday, September 15, 2016, Arizona Time.**

Offers shall be submitted in a sealed envelope with the Offer number and the offeror's name and address clearly



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indicated on the front of the envelope. All documents shall be completed in ink or typewritten.

U. Multiple Awards

The City shall award one (1) contract and two (2) alternates. The actual utilization of any contract will be at the sole discretion of the City. The Offeror shall understand, accept, and agree to the premise that the City shall award one (1) contract and two (2) alternate contracts. Alternates will be utilized when the primary contract award is unavailable to perform services.

V. Offer Format

Offers shall be submitted in one (1) original, marked "original", and three (3) copies marked "copy" in the format specified herein. Proposals shall be on 8" x 11" plain paper with text on one side only. All submittal information must contain data for only the local office/s which will be performing the work. Submittals shall be bound by staple or binder clip and should consist of paper only.

Offerors must submit an Informational Handout (see page 18, section B, subsection 1) in draft for approval by the City.

W. Offer Criteria

Criteria are listed in the relative order of importance.

1. Proximity & Method of Approach.
2. Qualifications and Experience.
3. References from Similar Projects.
4. Conformance to the Request for Proposal and Overall evaluation of the firm/team and its perceived ability to provide the required services.

X. Vehicle Towing Services Evaluation Criteria

Submittals will be evaluated by the City. Award(s) shall be made to the responsive, responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the City. One (1) contract will be awarded with two (2) alternates.

SECTION IV – Evaluation Criteria

Evaluation of the proposals will be based upon the following criteria which are listed in order of importance:

A. Proximity & Method of Approach (35 points)

1. Storage Facility or Facilities – Proposer’s storage facility shall be located in proximity of the City of El Mirage Police Station, 12401 W. Cinnabar Ave. El Mirage, AZ 85335, no further than a **fifteen (15) mile radius**. Preference will be given to proposers in the closest proximity. The compound shall be open and staffed for vehicle receipt or release seven (7) days per week and twenty-four (24) hours per day for immediate response to call for service from the EMPD or Code Compliance or its representatives. In addition, the Proposer agrees to make available adequate personnel to staff the facility from 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of releasing vehicles / vessel to the owners. All storage facilities shall have video surveillance cameras showing all access to vehicles. The video shall date and time stamp; and be maintained on file for at least 30 days. All video shall be made available to the City upon request.
2. Towing Equipment – The Proposer shall have the ability to meet the minimum equipment requirements of Light-Duty, Medium-Duty, and Heavy Duty tow trucks and meet the specific requirements. Exceptions may be given; preference will be given to proposers that meet requirements. The highest evaluation scores will be given to the proposer meeting the minimum equipment requirements.
3. Response Time – The Proposer is to respond (arrive at the scene) Within **twenty-five (25) minutes** of receipt of request for service calls that require light and/or medium duty wreckers and within **fifty (50) minutes** of receipt of request for service calls that require heavy duty wreckers any time of the day or night with



REQUEST FOR PROPOSAL

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

SCOPE OF WORK PD16-VTS02

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

appropriate equipment at the request of the EMPD, or in the case of City vehicles, by an authorized City employee. The Proposer assumes all liability in meeting the twenty **(25) minutes** and **(50) minute** response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

4. **Ethics and Conduct** – The Proposer shall conduct operations in the City of El Mirage in an orderly, ethical and businesslike manner. This contract is very sensitive in nature to the citizens of El Mirage and requires the Proposer and personnel deal with the public on a daily basis. The proposer must extend common courtesies such as expediting the release of vehicles in accordance with the terms of the contract.

B. Qualifications and Experience (30 points)

1. **Expertise of Offeror** – The ability of the submitting firm to designate qualified and experienced personnel to support the program. The qualifications, experience, past performance and reliability of key personnel shall be reviewed along and certification status. Describe any legal, financial or license issues that have occurred within the last five years.
2. **Experience of Offeror** – The overall experience of firm in being able to demonstrate a level of competence in performing similar services to clients comparable to the City. Success of firm in performing services in related environments shall be preferred. References from other similar contracts will be considered.
3. **Key Personnel** – Offeror shall provide detailed information on the key personnel who will be selected to manage, oversee, and actually present the specified program. This will include resumes’ of key individuals, experience and background of individuals, authority level of personnel to make decisions on behalf of firm, certification background, and experience presenting the offered program. Staffing plan to ensure timely delivery of services should be submitted.

C. References from Similar Projects (20 points)

1. **References** – Please attach three to five reference letters from organizations with which you have done business.
2. **Prior Performance** – Including but not limited to verified complaints, response times, "no shows", tow request rundowns, and awards and recognition will be taken into account when issuing awards to prospective Offerors. All such determinations shall be final and therefore not subject to challenge or claim by the Offeror.
3. **Work Plan and Schedule** – Offeror shall provide information regarding back-up policies should issues arise during transition or after award.

D. Conformance to the Request for Proposal and Overall evaluation of the firm/team and its perceived ability to provide the required services (15 points)

1. This is to be determined by the selection panel members.
2. Complete all City forms/Questionnaires.
3. Any exception to any part of the RFP must be clearly noted and identified.

SECTION V – Proposal Narrative

REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The required narrative and other information required with your acceptance offer should be submitted in the same order as requested and must contain, at a minimum, the following:

Method of Approach



REQUEST FOR PROPOSAL

Police Department Procurement

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Describe, in detail, the firm's method of approach to the Scope of Work. Address the manner in which the Contractor proposes to meet the specific requirements of the Scope of Work including, but not limited to, response time, business office and hours, 24-hour availability, video surveillance, and reporting requirements.

1. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
2. Describe the firm's proposed policies pertaining to the release of vehicles. Include proof of ownership documentation proposed to be required.
3. Describe any situation in which the firm's release procedure would vary from its standard and what that varying procedure would be.
4. Describe the firm's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:
 - a. Allowing the owner to cover the vehicle or take other protective measures.
 - b. Allowing the owner to make repairs to the vehicle.
 - c. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
 - d. Allowing the individual or business authorized by the owner to perform any of the activities listed above.
 - e. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.
5. For vehicles in its care, state the firm's policies and procedures for:
 - a. Determining whether or not a vehicle was damaged.
 - b. Determining whether or not a vehicle was stolen.
 - c. Determining whether or not a vehicle was stolen from.
 - d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.
6. State the firm's policies and procedures for:
 - a. Determining whether or not private property was damaged in the course of the firm's duties.
 - b. Making restitution to the owner or restoring the property if so determined.
7. State the firm's policies and procedures for informing a vehicle owner:
 - a. A vehicle is in the firm's possession
 - b. The location of the vehicle
 - c. The condition of the vehicle
8. State the firm's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.
9. State the methods of payment the firm will accept. Describe policies and procedures for payment.
10. Provide a draft sample of the informational handout proposed to be provided per Section III (B) of the Scope of Work.
11. Describe in detail the manner in which the firm intends to meet the reporting requirements of the Scope of Work. Include a detailed description of the firm's record keeping tools and methods. Describe any additional information the firm is capable of recording that may be of use to EMPD.



REQUEST FOR PROPOSAL

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12. Propose any informational or reporting enhancements the firm is capable of providing. Example: secure web-based access to the firm's inventory and dates of vehicles towed and stored under this contract by EMPD.

Qualifications, Experience, Equipment and Facilities

1. Provide a history of the firm.
2. Provide a list of current and previous contracts considered similar to the Scope of Work. Include all public agencies served. For each, provide a brief description of the Scope of Work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.
3. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.
4. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
 - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as a Better Business Bureau.
 - b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
 - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
 - d. Letters of commendation from customers and contracting agencies.
 - e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
 - f. A list of references that will attest to the firm's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.
5. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.
6. Describe the radio equipment proposed to be used in the dispatching of tow-vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.
7. Provide a detailed description of the firm's video surveillance located at the storage facility. Include cameras angles and the specification of the recording equipment.
8. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.
9. Provide a detailed description of facility security.

General

1. The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted,



REQUEST FOR PROPOSAL

**SCOPE OF WORK
PD16-VTS02**

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information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

- 2. The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
- 3. Experience with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

END OF SCOPE OF WORK

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REFERENCES

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2956

Fax: (623) 972-8110

QUESTIONNAIRE

Please list a minimum of three (3) references that the City of El Mirage may contact. Proposer shall include the name, address and telephone number of three clients for who services have been performed. References should be current; Arizona based, and should be relevant to the personnel described and services submitted in the Proposals. Please provide a one line description of services provided with each reference.

Company Name:	Date of Contract:
Address:	
Contact:	May we Contact: YES / NO
Phone Number	
Description of Services:	

Company Name:	Date of Contract:
Address:	
Contact:	May we Contact: YES / NO
Phone Number	
Description of Services:	

Company Name:	Date of Contract:
Address:	
Contact:	May we Contact: YES / NO
Phone Number	
Description of Services:	



ALTERNATE AWARD ACCEPTANCE

Police Department Procurement
12145 NW Grand Avenue
El Mirage, AZ 85335

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

QUESTIONNAIRE

If not selected as one of the primary awards are you willing to accept the alternate award (Scope of Work, Section III, Sub-Section U) under the same terms and conditions of this contract? Please check the box above and sign below.

Note: Failure to check this box, sign below, and/or submit this form with proposal required documents will eliminate your firm from alternate consideration.

ATTEST: _____
Authorized Officer

DATE: _____

NAME OF FIRM



FIXED FEE SCHEDULE

Police Department Procurement
 12145 NW Grand Avenue
 El Mirage, AZ 85335

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

PD16-VTS02

<u>SERVICE TYPE</u>	LIGHT DUTY VEHICLE	MEDIUM DUTY VEHICLE	HEAVY DUTY VEHICLE
<u>MAXIMUM ALLOWABLE HOURLY SERVICE CALL RATES</u> <ul style="list-style-type: none"> Rates prorated every 15 minutes after first completed hour. Rates start when tow truck is dispatched/en-route to specified scene & ends at point of vehicle delivery/unload at Contractor's nearest storage facility, or at the destination specified by the vehicle owner. 	\$ 73.00 Per hour	\$ 106.00 Per hour	\$ 262.00 Per hour
<u>MAXIMUM ALLOWABLE LOADED MILEAGE RATE</u> Charge starts at scene (loaded vehicle) & ends at point of vehicle delivery/unload at nearest contractor storage facility or at the destination specified by the vehicle	\$ 4.00 Per mile	\$ 5.00 Per mile	\$ 7.00 Per mile
<u>MAXIMUM ALLOWABLE VEHICLE STORAGE FLAT RATES</u> No charge shall be incurred for storage during the calendar day in which the vehicle is picked up. A calendar day is defined as midnight to midnight.	\$ 30.00 Per calendar day	\$ 37.00 Per calendar day	\$ 53.00 Per calendar day
<u>MAXIMUM ALLOWABLE VEHICLE STORAGE FLAT RATES FOR 30 DAY IMPOUND:</u> pursuant to A.R.S. §28-3512(H), fee applies regardless of the number of days the vehicle is held in storage, which includes those days exceeding 30 days.	\$15.00 Per calendar day	\$15.00 Per calendar day	\$15.00 Per calendar day
<u>MAXIMUM ALLOWABLE GATE FEE AFTER NORMAL HOURS -</u> Not City Request - Unless access is required pursuant to A.R.S. §28-3512 subsection B which requires access at no charge to the vehicle for installation of a certified ignition interlock device.	\$ 50.00 Flat Rate	\$ 50.00 Flat Rate	\$ 50.00 Flat Rate
<u>MAXIMUM ALLOWABLE GATE FEE AFTER NORMAL HOURS -</u> City Request	No Charge	No Charge	No Charge



FIXED FEE SCHEDULE

Police Department Procurement
 12145 NW Grand Avenue
 El Mirage, AZ 85335

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

PD16-VTS02

<u>SERVICE TYPE</u>	LIGHT DUTY VEHICLE	MEDIUM DUTY VEHICLE	HEAVY DUTY VEHICLE
<u>MAXIMUM ALLOWABLE GATE FEE DURING NORMAL BUSINESS HOURS - Non-City and City</u> No gate fee shall be charged during normal business hours or for access for installation of ignition interlock devices pursuant to A.R.S. §28-3512	No Charge	No Charge	No Charge
<u>MAXIMUM ALLOWABLE OFF-ROAD RECOVERY FLAT RATE</u> (Requires approval of EMPD Supervisor) May be charged in addition to the hourly rate. (May not be charged with the extraordinary circumstances recovery rate.)	\$ 67.00 Flat Rate	\$ 132.00 Flat Rate	\$ 199.00 Flat Rate
<u>MAXIMUM ALLOWABLE EXTRAORDINARY CIRCUMSTANCES RECOVERY RATE</u> (Requires approval of EMPD Supervisor) May be charged in addition to the hourly rate. (May not be charged with the off-road recovery rate.)	\$ 125.00 Per Hour	\$ 130.00 Per Hour	\$ 130.00 Per Hour
<u>MAXIMUM ALLOWABLE FLAT RATE - ROADSIDE ASSISTANCE</u> (Optional service - Towing contractors may participate at their discretion) Providing motorist/driver assistance other than towing services - Hourly rates and mileage do not apply to this service.	\$ 73.00 Flat Rate	\$ 106.00 Flat Rate	\$ 262.00 Flat Rate



City of El Mirage, Arizona

Notice of Request for Proposal



Request for Proposal No: **PD16-VTS02** Due Date: **September 15, 2016**

Materials and/or Services: **Vehicle Towing Service** Time: **3:30 PM**

Contact: **Cadle Collins**

Proposal Location: **City of El Mirage, City Hall, Admin. Building** Phone: **(623) 876-2956**
12145 N.W. Grand Ave., El Mirage, AZ 85335

In accordance with City of El Mirage Procurement Code competitive sealed proposals for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time cited above. Proposals received by the correct date and time shall be considered. Proposals shall be in the actual possession of the City of El Mirage Administration on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the proposers' name and address clearly indicated on the front of the envelope.* All Proposals shall be completed in ink or typewritten. Proposals are strongly encouraged to carefully read the *entire* Request for Proposal 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 Request for Proposal 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: 20412524-B

For clarification of this offer contact:
Name: JAMES FARLEY

Federal Employer Identification Number: 20-5789397

Telephone: 623 810-9644

COCO'S ROADSIDE SERVICE, INC.



Company Name

Authorized Signature for Offer

8625 N. 125th Ave

JAMES FARLEY

Address

Printed Name

EL MIRAGE AZ 85331

OWNER

City State Zip Code

Title

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

Your proposal 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 *Service Contract* and *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 _____, _____

Spencer Isom, City Manager

City Seal

ORIGINAL



City of El Mirage, Arizona Notice of Request for Proposal



Request for Proposal No: **PD16-VTS02** Due Date: **September 15, 2016**

Materials and/or Services: **Vehicle Towing Service** Time: **3:30 PM**

Proposal Location: **City of El Mirage, City Hall, Admin. Building** Contact: **Cadle Collins**

12145 N.W. Grand Ave., El Mirage, AZ 85335 Phone: **(623) 876-2956**

In accordance with City of El Mirage Procurement Code competitive sealed proposals for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time cited above. Proposals received by the correct date and time shall be considered. Proposals shall be in the actual possession of the City of El Mirage Administration on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the proposers' name and address clearly indicated on the front of the envelope.* All Proposals shall be completed in ink or typewritten. Proposals are strongly encouraged to carefully read the entire Request for Proposal 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 Request for Proposal 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: 07-1299376

For clarification of this offer contact:
Name: PAUL A. KOPPY

Federal Employer Identification Number: 84-0647217

Telephone: 623-977-3311

KOPPY MOTORS INC
Company Name

[Signature]
Authorized Signature for Offer

11202 W. MICHIGAN AVE
Address

PAUL A. KOPPY
Printed Name

YOUNGTOWN, AZ 85363
City State Zip Code

VICE-PRESIDENT
Title

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

Your proposal 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 *Service Contract and 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 _____

Spencer Isom, City Manager

City Seal



City of El Mirage, Arizona Notice of Request for Proposal



Request for Proposal No: **PD16-VTS02** Due Date: **September 15, 2016**

Materials and/or **Vehicle Towing Service** Time: **3:30 PM**

Services: Contact: **Cadle Collins**

Proposal Location: **City of El Mirage, City Hall, Admin. Building** Phone: **(623) 876-2956**
12145 N.W. Grand Ave., El Mirage, AZ 85335

In accordance with City of El Mirage Procurement Code competitive sealed proposals for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time cited above. Proposals received by the correct date and time shall be considered. Proposals shall be in the actual possession of the City of El Mirage Administration on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. *Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the proposers' name and address clearly indicated on the front of the envelope.* All Proposals shall be completed in ink or typewritten. Proposals are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER

ORIGINAL

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 Request for Proposal 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: 07577454

For clarification of this offer contact:
Name: Wesley Graff

Federal Employer Identification Number: 62-1736172

Telephone: 623-842-6382

Western Towing of Phoenix Inc.
Company Name

W. Graff
Authorized Signature for Offer

P.O. Box 34090
Address

Wesley Graff
Printed Name

Phoenix AZ 85067
City State Zip Code

President
Title

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

Your proposal 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 *Service Contract and 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 _____

Spencer Isom, City Manager

City Seal

CITY OF EL MIRAGE VEHICLE TOWING SERVICES - PD16-VTS02

Evaluations Due: **Friday, September 29, 2016, 1:00PM**

Selection Committee: *Terry McDonald, Michael Ashley, & Nick Russo*

Evaluation Combined Total Score

Request for Proposal Evaluation Form

	1			2			3			4			Total	Ranking
	Proximity & Method of Approach			Qualifications & Experience of the Contractor			References from Similar Projects			Conformance to the Request for Proposal & Overall evaluation of the firm/team and its perceived ability to provide the Required Service				
	Terry McDonald	Michael Ashley	Nick Russo	Terry McDonald	Michael Ashley	Nick Russo	Terry McDonald	Michael Ashley	Nick Russo	Terry McDonald	Michael Ashley	Nick Russo		
Max Points	35	35	35	30	30	30	20	20	20	15	15	15	Max 300	
Contractor														
Coco's Roadside Service	30	30	30	30	25	30	20	15	20	15	15	15	275	1
Koppy Motors, Inc.	25	25	20	30	20	30	20	10	15	5	15	10	225	2
Western Towing	25	25	25	30	25	30	5	15	10	5	15	10	220	3
Automotive Dynamics	20	25	25	30	20	30	5	15	5	10	15	10	210	4

Cadle Collins 10/4/2016
 Cadle Collins, Purchasing Administrator



CITY OF EL MIRAGE

**Award
Vehicle Towing Services**

**Police Department
Procurement**
12145 N.W. Grand Ave.
El Mirage, Arizona 85335
Telephone: (623) 876-2956
Fax: (623) 972-8110

PD16-VTS02

Evaluation Result Date: October 4, 2016

Award Description:

1) Coco's Roadside Service

Alternate Award Description:

1) Kopy Motors, Inc.

2) Western Towing

All awards are subject to Council approval. The acceptance of offer and contract will be executed upon Council approval.

ORDINANCE O16-11-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 71; TRAFFIC CONTROL, SECTION §71.13 DEFINITIONS FOR MOTORIZED PLAY VEHICLES AND §71.15 MOTORIZED PLAY VEHICLES; PROHIBITION, REGULATIONS, VIOLATIONS OF THE CITY OF EL MIRAGE CITY CODE

WHEREAS, the sale of motorized play vehicles, including but not limited to miniature motorcycles, motorized scooters and go-carts, has increased; and,

WHEREAS, motorized play vehicles are traditionally designed for use on closed courses and come in many styles and have a variety of load capacities, speed ratings, and other operational characteristics; and,

WHEREAS, current state laws defining the various classifications of motor vehicles which may legally use public highways utilize many of these same operational characteristics so that different models of motorized play vehicles may fall into different classifications; and,

WHEREAS, the proliferation of motorized play vehicles has resulted in apparent gaps in state law as to which types of vehicles may legally use public roadways.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of El Mirage, Arizona, that the City of El Mirage City Code be amended as follows:

§71.13 DEFINITIONS.

MOTORIZED PLAY VEHICLE. **A motorized play vehicle is a** A coaster, skateboard, scooter, any other alternatively fueled device or other motorized vehicle that is self-propelled by a gas ~~or~~ **or** electric motor or engine, and which is not otherwise defined in A.R.S. Title 28 as a motor driven cycle, motorcycle, motorized wheelchair, electric personal assistance mobility device, **motorized electric or gas powered bicycle or tricycle**, or motor vehicle. **Motorized play vehicle does not** ~~Not to~~ include battery operated vehicles **only able to travel under five mph, or motorized electric or gas powered bicycles or tricycles that are equipped with a helper motor that have a maximum piston displacement of forty-nine cubic centimeters or less, and that may also be self-propelled, and that are operated at speeds of less than twenty-five miles per hour.**

§71.15 MOTORIZED PLAY VEHICLES; PROHIBITION, REGULATIONS, VIOLATIONS.

(A) No person shall operate a ~~motorized skateboard or~~ motorized play vehicle on any public sidewalk, roadway, or any other part of a highway, or on any bikeway, bicycle path or trail, equestrian trail, or shared-use path, **Motorized play vehicles may be operated** ~~or~~ on any private property open to the public, including but not limited to schools, churches, apartment complexes, or businesses, ~~without~~ the written permission of the owner, the person entitled to immediate possession of the property or the authorized agent of either.

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage this
____ day of _____, 2016.

Mayor Lana Mook

Attest:

Approved as to Form:

Sharon Antes, City Clerk

Robert M. Hall, City Attorney

ORDINANCE O16-11-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 33: CITY COURT, PRESIDING OFFICER, SECTION §33.15 PRESIDING JUDGE; APPOINTMENT; JUDGES PRO TEMPORE; QUALIFICATION; JUDICIAL SELECTION ADVISORY AND REVIEW BOARD, OF THE CITY OF EL MIRAGE CITY CODE

WHEREAS, it has been determined that the appointment of the City Court Judge resides in the City Council authority under City Code §33.15, and

WHEREAS, it has been determined that the coordination and cost of staff time is not needed by the Council to make an educated selection of candidates, and

WHEREAS, the selection of candidates can be made by Council through normal recruitment procedures,

NOW, THEREFORE, BE IT ORDAINED, BY THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, as follows:

§33.15 PRESIDING JUDGE; APPOINTMENT; JUDGES PRO TEMPORE; QUALIFICATION; JUDICIAL SELECTION ADVISORY AND REVIEW BOARD

(A) Presiding Judge: appointment. The presiding officer of the City Court shall be the Presiding City Judge who shall be appointed by the city Council, ~~after recommendation of the Judicial Selection Advisory and Review Board.~~

~~*(D) Judicial Selection Advisory and Review Board establishment; membership; powers and duties; operating procedures.*~~

(DELETE ENTIRE SECTION D., ITEMS (1) THROUGH (6))

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage, Arizona, this _____ day of _____, 2016.

Lana Mook, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Robert Hall, City Attorney



COUNCIL
REQUEST REVIEW
November 1, 2016

APPLICANT INFORMATION

Case: PZ16-007-10
Owner: City of El Mirage, Arizona
Agent: Steve Mabry, Shaw & Associates
Request (s): Conditional Use Permit- Wireless Communication Facility

PROPERTY INFORMATION

Parcel(s): 501-33-013G
Address: 14010 N. El Mirage Rd
Property History: NR Natural Reserve/Civic Use/City Park
Land Area: Total lot area: 50 Sq. Ft.
Building Area: Existing building: N/A

ZONING / LAND USES

Existing Zoning: NR Natural Reserve
Proposed Zoning: NR Natural Reserve
Noise Zone: 65-70 ldn
Flood Zone: No

SURROUNDING PROPERTY

North: MU Mixed Urban – Civic Services
East: MU Mixed Urban – Single Family Residential
South: NR Natural Reserve – City Park
West: SN Suburban Neighborhood – Single Family Residential

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage [2.7 miles]
Fire: City of El Mirage [0.2 miles]

ACCESS

Road: Frist Avenue
Class: Neighborhood Street
Improvements: Paved 2-lane
Condition: Good

SCHOOLS

District: Dysart Unified School District
Elementary: El Mirage Elementary School
High School: Dysart High School

STAFF REPORT

- Compliance with General Plan:** The General Plan designates this site as part of the Natural Reserve (NR) District Planning Area, where a Wireless Communication Facility is compatible with the General Plan. The Wireless Communication Facility requires a Conditional Use Permit (CUP) approval from City Council to proceed with building permits.
- Considerations:** The Verizon Wireless Company is requesting to install a Small Cell Site facility on City owned property and will enter into a lease agreement for a period of thirty (30) years, with a payment of five (5) years upfront.
- At the request of the City staff Verizon has agreed to disguise the antennas by providing a canister mount on top of the pole. The max height of the pole would be thirty five (35) feet tall.
- This is the sixth wireless communication facility requested in the City in the last two years, and the fifth on City property. This facility will enhance the existing wireless communication coverage; they will also be providing additional revenue to the City.
- The El Mirage Planning and Zoning Commission recommend approval of the application with a 3-0 vote at the October 11, 2016 public hearing.
- Public Hearing Notices have been mailed out and published in a local newspaper as required by State Statute. The Planning staff has received no public comments regarding this application.
- Recommendations:** City staff does not object to the application and recommends approval.
- Stipulations:** None
- Attachment** October Planning and Zoning Commission minutes, Application, Lease Agreement and Memorandum of Lease Agreement.

**CITY OF EL MIRAGE
PLANNING AND ZONING COMMISSION
MEETING MINUTES
OCTOBER 11, 2016**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Planning and Zoning Commission Member Justin McCarty called the meeting to order at 6:00 p.m. & led the Pledge of Allegiance.

II. ROLL CALL

Members present were Commission Board Members Justin McCarty, Robyn Freberg and Martin Crosby. Commission Chairperson Frank Carnal and Vice-Chairperson Monica Dorsey were excused. City staff present, were Jorge Gastelum, Director of Development & Community Services/City Engineer, Jose A. Macias, Development Services Coordinator/GIS and Tom Doyle, Economic Development Specialist.

III. APPROVAL OF THE MINUTES OF AUGUST 9, 2016,

There being no changes to the August 9, 2016 meeting minutes, Crosby made a motion to approve the minutes, seconded by Freberg, and the motion passed 3-0.

IV. OLD BUSINESS

None

V. NEW BUSINESS/PUBLIC HEARING ITEM

- 1) **Public hearing, discussion, and recommendation for a Conditional Use Permit for a Wireless Communication Facility, a Verizon Wireless Communications small cell site at 14010 N. El Mirage Road, El Mirage, Arizona 85335.**

Commission Member McCarty opened the public hearing. Macias presented the staff report to the Commission Board Members and audience. McCarty made a call to the audience for public comments, there being none; McCarty closed the public hearing and asked for a discussion and a motion from the Commission Members. There being no discussion from the board, Crosby made the motion to recommend approval of the Conditional Use Permit. The motion passed with a 3-0 vote.

- 2) **Public hearing, discussion, and recommendation for a Conditional Use Permit for a Religious Assembly, Mirage Oasis Center at 13015 W. Greenway Road, El Mirage, Arizona 85335.**

Commission Member McCarty opened the public hearing. Macias presented the staff report to the Commission Board Members and audience. In the presentation Macias mentioned that City staff added new stipulations that the City would like to have be addressed as part of the conditional use permit, stipulations are as follows;

- 1) The building requires a fresh coat of paint. The painted walls have faded and it is visible where graffiti and/or signage have been painted over.

- 2) Some areas of the parking lot require asphalt maintenance.
- 3) Parking lot striping has faded and requires being re-striped.
- 4) Some of the Fire Lanes require a fresh coat of paint.
- 5) Some of the existing concrete curbing is broken and require it to be replaced to prevent traffic to access dirt areas (rear of buildings).

McCarty made a call to the audience for public comment. Kevin Kulger, from Mike Baker International, 2929 N. Central Avenue, Suite 800, Phoenix, Arizona 85012, spoke on behalf of the property owner, Jim Zieter and Reveal Church Pastor, Marty Kaiser. Mr. Kulger stated it was a pleasure working with the City staff during the review process and that the owners responded to all the Technical Advisory Committee (TAC) review comments. Mr. Kulger stated that they do not object to the new stipulations, but would like to discuss the timing of the required improvements, perhaps phasing in some of the improvements as new tenants start to come in. Mr. Kulger stated that the owner had recognized some of the items on the stipulation list and has had plans to address them. McCarty closed the public hearing and asked for a discussion and a motion from the Commission Members.

Crosby made a motion to deny the conditional use permit because the proposed (religious) use would not generate tax revenue for the City. Freberg stated that he would recommend approval of the conditional use permit, because although the (religious) use would not generate tax revenue, it's better to have the building occupied than not. McCarty then asked for a new motion, Freberg made a motion to recommend approval of the conditional use permit; the motion passed with a 2-1 vote.

VI. DISCUSSION ITEM

None

VII. STAFF REPORT

Gastelum reported on the following items: 1) Road construction is still going-on, please visit the City's web site for weekly traffic restrictions and suggested routes. 2) City Council approved the Wireless Communication Facility monopine at the 127th Avenue well site, and the Burger King Final Plat at the August 16, 2016 meeting. 3) City Council approved the Dedication of ROW for Cheryl Drive between 121st Avenue and El Mirage Road at the October 4, 2016 meeting. Macias added that the New Burger King restaurant has broken ground and construction has begun.

VIII. COMMISSIONER COMMENTS

None

IX. ADJOURNMENT

Planning and Zoning Commission Chairperson Frank Carnal adjourned the commission meeting at 6:29 p.m.

Jose A. Macias, DSC/GIS

Justin McCarty, Member

**CITY OF EL MIRAGE
PLANNING & ZONING CASE APPLICATION**

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply):

CASE NO: P216-07-10

- Major General Plan Amendment
- Rezoning (Map Amendment)
- Planned Area Development (PAD)
- Conditional Use Permit (CUP)
- Variance(s) from Zoning Text
- Subdivision Preliminary Plat

- Minor General Plan Amendment
- Zoning Text Amendment
- PAD Amendment
- Site Plan Approval
- Administrative Appeal
- Subdivision Final Plat

PROPERTY INFORMATION: Re: PHO_BGENTRY-PARK_SC

Property Address/Location: 14010 N. El Mirage Road, El Mirage, AZ 85335

Assessor's Parcel Number: 501-33-013G

APPLICANT / OWNER INFORMATION:

Applicant: Steve Mabry, Shaw & Associates Owner: City of El Mirage

Address: 1222 W Cavedale Dr Address: 12145 NW Grand Avenue

City/ST/Zip: Phoenix, AZ 85085 City/ST/Zip: El Mirage, AZ 85335

Phone: 318-347-1428 Phone: _____

Email: smabry@shaw-associates.com Email: _____

Signature: Steve Mabry Signature: _____

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

**DEVELOPMENT
APPLICATION ✓
REQUIREMENTS**

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

- Planning & Zoning Application Form
- Comprehensive Site Plan
- Deed and/or Title Report
- n/a Drainage Report
- n/a A.L.T.A. Survey
- n/a Phase I Environmental Site Assessment
- Preliminary Landscape Plans

Official Use: **(already completed with TAC application)** Filing Fee (see latest fee schedule)

Date Received: 9/13/16

TAC Review: 7/27/2016

P&Z Meeting: 10/11/16

CC Meeting: _____

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

PHO BGENTRY-PARK SC PROJECT NARRATIVE

Purpose of Request

Shaw & Associates (OBO Verizon Wireless) is requesting a TAC Review Application/Development Application for a Conditional Use Permit for the construction of a Small Cell Wireless Communication Facility (WCF) near the city-owned park, address of 14010 N. El Mirage Rd, El Mirage, Arizona. The proposed location for the Small Cell WCF is proposed to be installed on a new monopole that will be located on the north portion of Bill Gentry Park. The city has approved preliminary drawings and lease negotiations are underway.

Site Information

The WCF will consist of the placement of two panel antennas to be placed on the top of a pole. The ground equipment will be contained in a cabinet approximately the size of 4' x 4' x 3' that will be located adjacent to the lamp pole in a currently landscaped area of the park. There is no generator needed for this type of WCF facility. Power and fiber optic connections are close by and no additional access road is needed for ingress/egress to the site.

Existing Property Uses

The parcel, APN 501-33-013G, is currently zoned MU and is municipal property used for public use of the surrounding community. The parcel is surrounded with city-owned property to the north, residential to the east and west, and the south is Bill Gentry Park.

Compatibility with Surrounding Area

The proposed WCF is compatible with the surrounding area because it is proposing to place a pole towards the entrance to the park. Additionally, the antennas are attached snugly to the pole. The equipment has no plans to be screened as it is located away from the park.

Characteristics That May Restrict Development

There are no notable restrictions to construction or development of the site.

Drainage Plans

The proposed WCF site coax installation will be trenched and the grade will be taken back to the original grade. There are no foreseeable drainage issues.

Targeted Construction Date

Verizon would like this proposed facility completed and "on-air" by quarter 4 in 2016. The estimated construction start date at this time is November 2016.

PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO_BGENTRY-PARK_SC
SITE LOCATION: 14010 N. EL MIRAGE RD.
EL MIRAGE, AZ 85335
DATE: 6/9/2016
APPLICANT: SHAW AND ASSOCIATES
1222 W. CAVEDALE DR.
PHOENIX, AZ 85085
CONTACT: CANDACE SUTHERLAND-MOTT
PROJECT MANAGER
(480) 772-6043

SITE LOCATION MAP



2016 GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.



EXISTING VIEW -
LOOKING NORTHEAST
FROM SOUTHWEST

PHOTOGRAPHIC SIMULATION -
VIEW - LOOKING NORTHEAST
FROM SOUTHWEST



PROPOSED INSTALLATION OF NEW 35' LIGHT POLE WITH MOUNTED LESSEE ANTENNA ARRAY, PAINTED TO MATCH LIGHT POLE. ADDITION OF CHARLES EQUIPMENT CABINET.





SITE NAME: PHO_BGENTRY- PARK_SC



SITE PHOTO



126 W. GEMINI DR., TEMPE, AZ. 85283

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
MICROWAVE SIGNATURE	DATE

BK Design Inc.
 3100 N. 3RD. AVE. SUITE 100
 PHOENIX, AZ 85013
 PHONE: (480) 204-1412

ISE Incorporated
 Structural Engineers
 P.O. BOX 50039
 Phoenix, Arizona 85076
 PHONE: 602-403-8614
 www.ise-inc.biz

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• SP-1	PROJECT SPECIFICATIONS
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CLIENT	
VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, AZ. 85283 CONTACT: DAMON GAUTHIER PHONE: (602) 291-5983	
POLE OWNER	
CITY OF EL MIRAGE 12145 NW GRAND AVE EL MIRAGE, AZ 85335	

PROJECT DATA	
LEASEE:	VERIZON WIRELESS
APN:	501-33-013G
ZONING:	MU
JURISDICTION:	CITY OF EL MIRAGE
BUILDING CODES:	2012 IBC 2012 IMC 2012 IFC 2012 NEC
LEASE AREA:	50 S.F.
OCCUPANCY:	EQUIPMENT CABINET N/A MONOPOLE U
CONSTRUCTION TYPE:	EQUIPMENT CABINET N/A MONOPOLE N/A

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE PLACEMENT OF (2) NEW ANTENNAS MOUNTED WITHIN STEALTH CANISTER ON NEW LIGHT POLE, AS WELL AS THE PLACEMENT OF (1) NEW EQUIPMENT CABINET.

DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.

THIS PROJECT DOES NOT INCLUDE WATER OR SEWER.

THIS PROJECT INCLUDES PERMANENT TELEPHONE AND ELECTRICAL CONNECTIONS.

EXISTING PARKING IS NOT AFFECTED BY THIS PROJECT.

PROJECT UTILITIES	
• POWER COMPANY:	• TELEPHONE COMPANY:

POSITION OF GEODETIC COORDINATES	
• LATITUDE:	33° 36' 38.364" NORTH (NAD83)
• LONGITUDE:	112° 19' 32.821" NORTH (NAD83)
• ELEVATION @ GROUND:	1140.7' (NAVD88)

DESIGNER	
BK DESIGN INC. 3100 N. 3RD AVE., SUITE 100 PHOENIX, AZ 85013 CONTACT: BRYAN KORTE PHONE: (480) 204-1412	

SYMBOLS	
	DETAIL MARK
	SECTION MARK
	REVISION
	NORTH ARROW
	LEASE LINE
	PROPERTY LINE
	CHAIN LINK FENCE LINE
	BLOCK WALL
	ELEVATION DATUM A.F.F.

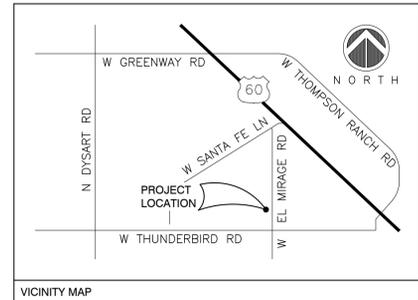
SURVEYOR	
RLF CONSULTING, LLC 1835 E 6TH ST., SUITE 24 TEMPE, AZ 85281 CONTACT: RYAN FIDLER PHONE: (480) 510-3668	

STRUCTURAL ENGINEER	
ISE INCORPORATED 3470 W. JASPER DR. CHANDLER, AZ 85226 CONTACT: GLEN HUNT PHONE: (602) 403-8614	

ELECTRICAL ENGINEER	
AIR-ZONA SYSTEMS ENGINEERING 4527 N. 16TH ST., SUITE 200 PHOENIX, AZ. 85016 CONTACT: ERIC VOSS PHONE: (602) 287-0300	

SITE DIRECTIONS

FROM 126 W. GEMINI DR., TEMPE — HEAD WEST ON W GEMINI DR. TOWARD S. ASH AVE. TURN LEFT ONTO S. ASH AVE. TURN RIGHT ONTO W GUADALUPE RD. TAKE THE 1ST RIGHT ONTO S KYRENE RD. TURN RIGHT ONTO W BASELINE RD. TURN LEFT ONTO S MILL AVE. TURN LEFT TO MERGE ONTO US-60 W TOWARD PHOENIX/1-10. MERGE ONTO US-60 W. MERGE ONTO I-10 W/US-60 W. CONTINUE FOR 5.0 MILES. KEEP RIGHT TO CONTINUE ON I-17 N/US-60 W. FOLLOW SIGNS FOR INTERSTATE 17 N/FLAGSTAFF/1-10 WEST TRUCK ROUTE. CONTINUE TO FOLLOW I-17 N FOR 8.8 MILES. TAKE EXIT 202 TOWARD INDIAN SCHOOL RD. MERGE ONTO N BLACK CANYON HWY. TURN LEFT ONTO W INDIAN SCHOOL RD. SLIGHT RIGHT ONTO THE GRAND AVE W RAMP. MERGE ONTO US-60 W/GRAND AVE. TURN LEFT ONTO W THOMPSON RANCH RD. TAKE THE 2ND RIGHT ONTO W THUNDERBIRD RD. TURN RIGHT ONTO EL MIRAGE RD. SITE WILL BE ON THE LEFT.



PROJECT NUMBER	DRWN BY	CHKD BY
14538	CM	BK

REVISIONS		
	04.28.16	CLIENT COMMENTS
	08.22.16	CLIENT COMMENTS
	09.06.16	CLIENT COMMENTS
	10.04.16	CITY COMMENTS
	10.06.16	CITY COMMENTS

SITE NAME

PHO_BGENTRY- PARK_SC

SITE ADDRESS

14010 N. EL MIRAGE RD.
EL MIRAGE, AZ 85335

SHEET TITLE

PROJECT INFORMATION AND DATA

SHEET NUMBER

T-1

DIVISION 1 - STANDARD PROVISIONS

PART 1 GENERAL

1.1 INTENT

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR THE CONSTRUCTION OF THIS PROJECT.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED ON BOTH.
- C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSIONS, WHICH MAY BE FOUND, SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- B. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS.

1.3 CONTRACTS AND WARRANTIES

- A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

1.4 STORAGE

- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

- A. THE CONTRACTORS SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY HIS EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, HE SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL HIS TOOLS, SCAFFOLDING, AND SURPLUS MATERIALS AND SHALL LEAVE HIS WORK CLEAN AND READY FOR USE.
- B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
 1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
 2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.
- C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACE AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.
 1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
 2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

1.6 CHANGE ORDER PROCEDURE

- A. THE CONTRACTOR, UPON VERBAL REQUEST FROM VERIZON WIRELESS SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGES IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO VERIZON WIRELESS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM

AND IN ACCORDANCE WITH PROCEDURES REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT WRITTEN CHANGE ORDER AS DESCRIBED SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

1.7 RELATED DOCUMENTS & COORDINATION

- A. GENERAL CONSTRUCTION, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

1.8 SHOP DRAWINGS

- A. CONTRACTOR TO SUBMIT SHOP DRAWINGS AS REQUIRED FOR APPROVAL PRIOR TO FABRICATION.

1.10 QUALITY ASSURANCE

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE ANSI/EIA, BUILDING CODE, NATIONAL ELECTRICAL CODE (NEC), UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC), AND LIFE SAFETY CODE NFPA.

1.11 ADMINISTRATION

- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THE PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO VERIZON WIRELESS PRIOR TO THE COMMENCEMENT OF ANY WORK.
- B. PRIOR TO COMMENCING CONSTRUCTION, VERIZON WIRELESS SHALL SCHEDULE AN "ON-SITE" MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE OWNER, LOCAL TELEPHONE COMPANY, LOCAL POWER COMPANY.
- C. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES. THE CONTRACTOR MUST COMPLY WITH ALL APPLICABLE OSHA REQUIREMENTS AND ALL CLIENTS SAFETY REQUIREMENTS.
- D. PROVIDE DAILY UPDATES ON SITE PROGRESS, EITHER VERBAL OR WRITTEN.
- E. COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- F. VERIZON WIRELESS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND SHELTER PLACEMENTS.

1.12 INSURANCE AND BONDS

- A. CONTRACTOR SHALL AT HIS OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND SHALL NOT COMMENCE WITH HIS WORK UNTIL HE HAS PRESENTED A CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE CONTRACTOR WHO SHALL, IN TURN; FORWARD A COPY OF ALL CERTIFICATES TO VERIZON WIRELESS.

1.13 TEMPORARY FACILITIES

- A. SANITARY: PROVIDE TEMPORARY TOILETS AS REQUIRED BY LOCAL AUTHORITIES. DO NOT USE OWNER'S FACILITIES.

DIVISION 2 - SITE WORK AND DRAINAGE

PART 1 GENERAL

2.1 WORK INCLUDED

- A. REFER TO THE SURVEY AND ARCHITECTURAL SITE PLAN FOR WORK INCLUDED.

2.2 RELATED WORK

- A. CONSTRUCTION FOR BUILDING FOUNDATION
- B. INSTALLATION OF ANTENNA SYSTEM
- C. ERECTION OF FENCE
- D. ACCESS ROAD

2.3 DESCRIPTIONS

- A. ACCESS ROAD, TURNAROUND AREAS, AND SITES ARE CONSTRUCTED TO PROVIDE A WELL-DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS AND SHALL COMPLY WITH LOCAL DEPARTMENT OF TRANSPORTATION STANDARDS.

2.4 QUALITY ASSURANCE

- A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION (USE AS NEEDED).
- B. VEGETATION AND LANDSCAPING, IF REQUIRED WITHIN THE CONTRACT, WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.

2.5 SEQUENCING

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. THE COMPLETE ROAD AND SITE AREA WILL BE CLEARED OF HEAVY GROWTH OF GRASS, TREES, SHRUBS AND TOPSOIL PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB - BASE MATERIAL.
- C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE.
- D. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
- E. APPLY SOIL HERBICIDE PRIOR TO PLACING BASE MATERIALS.
- F. IF REQUIRED GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREA IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION. WATER TO ENSURE GROWTH.
- G. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.
- H. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL HERBICIDE TO THE STONE SURFACE.

2.7 WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS; THE CONTRACTOR SHALL REPAIR ALL DAMAGE OF SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
- B. SOIL HERBICIDE APPLICATION WILL GUARANTEE VEGETATION FREE ROAD AND SITE AREA FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- C. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT; WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 PRODUCTS

2.8 MATERIALS

- A. ROAD AND SITE MATERIALS: FILL MATERIAL - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- B. SOIL HERBICIDE SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE-EMERGENCE DESIGN.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAFL - 500X OR APPROVED EQUAL.
- D. REFER TO SOILS REPORT FOR FURTHER OR OVERRIDING SPECIFICATIONS WHEN APPLICABLE.

2.9 EQUIPMENT

- A. COMPACTION SHALL BE ACCOMPLISHED BY MECHANICAL MEANS.
 1. LARGER AREAS ALL SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATORY OR RUBBER TIERED ROLLERS WEIGHING AT LEAST FIVE TONS.
 2. SMALLER AREAS SHALL BE COMPACTED BY POWER- DRIVER, HAND HELD TAMPERS.
 3. REFER TO SOILS REPORT FOR FURTHER OR OVERRIDING SPECIFICATIONS WHEN APPLICABLE.

PART 3 EXCAVATION

2.10 INSPECTIONS

- A. LOCAL BUILDING INSPECTION SHALL RECEIVE ADEQUATE NOTIFICATION IN ADVANCE OF CONCRETE POURS.

2.11 PREPARATION

- A. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AREA AND ACCESS ROAD RIGHT OF WAY (IF REQUIRED).
- B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS CLEAR SITE OF ORGANIC MATERIAL TO MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
- C. UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH, AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL OR PER LOCAL REGULATIONS.
- D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, PROOF ROLL THE SOIL.
- E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, COVER CLEARED AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

2.12 INSTALLATION

- A. THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED IN ORDER THAT THERE IS EVEN DISTRIBUTION OF SPOILS RESULTING FROM FOUNDATION

- EXCAVATIONS. THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB- BASE COURSE, ELEVATIONS ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES, INDICATED.
- B. IF ANY, EXCESS SPOILS WILL BE CLEARED FROM JOB SITE AND NOT SPREAD BEYOND THE LIMITS OF VERIZON WIRELESS LEASED PROPERTY UNLESS AUTHORIZED BY OWNER.
- C. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION TO PERMIT USE. COMPACTION SHALL BE DONE DURING CONSTRUCTION OF THE SITE.
- D. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- E. THE CONTRACT SHALL BE ASSUMED TO INCLUDE GRADING, BANKING, DITCHING, AND UNLESS OTHERWISE INDICATED, COVERING WITH TWO INCHES OF SURFACE COURSE ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE OWNER SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE.

- F. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
- G. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MAXIMUM OF FOUR INCHES BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
- H. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES NOR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE. IF OWNER DESIGNS OR ELEVATIONS CONFLICT WITH HIS GUIDANCE, THE OWNER SHOULD BE ADVISED IMMEDIATELY.

- I. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO RE-WORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

2.13 FIELD QUALITY CONTROL

- A. COMPACTION SHALL BE AT LEAST 95% OF MAXIMUM DENSITY AND WITHIN 2% OF OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.
- B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE AND SECURED TO 2 INCH X 2 INCH X 4 FOOT WOODEN STAKES EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
- C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.
- D. REFER TO SOILS REPORT FOR FURTHER OR OVERRIDING SPECIFICATIONS WHEN APPLICABLE.

BUILDING CODE:

2012 EDITION OF THE INTERNATIONAL BUILDING CODE.

FOUNDATIONS:

SOIL REPORT BY VANN ENGINEERING, INC.; PROJECT NO. 22960 DATED JUNE 18th, 2014.

SPREAD FOOTINGS SHALL BEAR ON NATIVE UNDISTURBED SOIL 3'-6" MIN. BELOW LOWEST ADJACENT FINISHED GRADE WITHIN 5 FEET. DESIGN SOIL BEARING VALUE = 1,500 PSF.

REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION PRIOR TO COMMENCEMENT OF EARTHWORK. IF REQUIRED BY SOILS REPORT, SOILS ENGINEER SHALL INSPECT FOUNDATION EXCAVATIONS PRIOR TO PLACEMENT OF CONCRETE.

CONCRETE:

GENERAL:

MINIMUM 28 DAY STRENGTH AS FOLLOWS:
FOUNDATIONS (DESIGN BASED ON 2,500 PSI) 3,000 PSI
SLABS ON GRADE 3,000 PSI

ALL CAST-IN-PLACE CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE ACI MANUAL OF CONCRETE CONSTRUCTION. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED. FOR CONCRETE WITHOUT PLASTICIZER, MAXIMUM SLUMP 4" AT POINT OF PLACEMENT. IF PLASTICIZER IS USED, A HIGHER FINAL SLUMP MAY BE ALLOWED UPON STRUCTURAL ENGINEER'S APPROVAL.

FOR REINFORCING INFORMATION, SEE REINFORCING SECTION OF G.S.N., PLANS, SCHEDULES AND DETAILS.

THE EMBEDMENT OF CONDUITS, PIPES, SLEEVES, ETC. OF ANY MATERIAL SHALL NOT BE PERMITTED WITHIN ANY CONCRETE STRUCTURAL ELEMENT WITHOUT THE EXPRESSED APPROVAL OF THE STRUCTURAL ENGINEER.

FLY ASH, SHALL BE LIMITED TO 18% OF CEMENTITIOUS MATERIALS AND SHALL HAVE A REPLACEMENT FACTOR OF 1.2 RELATIVE TO CEMENT REPLACED. NO FLY ASH ADDITIVES SHALL BE USED IN FLATWORK OR ARCHITECTURALLY EXPOSED CONCRETE.

REINFORCING:

ALL REINFORCING PER CRSI SPECIFICATIONS AND HANDBOOK. ASTM A615 (Fy = 60 KSI / GRADE 60) DEFORMED BARS FOR ALL BARS #5 AND LARGER. ASTM A615 (Fy = 40 KSI / GRADE 40) DEFORMED BARS FOR ALL BARS #4 AND SMALLER. LATEST ACI CODE AND DETAILING MANUAL APPLY. CLEAR CONCRETE COVERAGE AS FOLLOWS:

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
EXPOSED TO EARTH OR WEATHER	1 1/2"
FLAT SLAB	3/4"
ALL OTHER PER LATEST EDITION OF ACI 318	

ALL REINFORCING SHALL BE CHAIRED TO ENSURE PROPER CLEARANCES. SUPPORT OF FOUNDATION REINFORCING MUST PROVIDE ISOLATION FROM MOISTURE/CORROSION BY USE OF A PLASTIC OR CONCRETE CHAIR. DUCT-TAPE COVERED REINFORCING IS NOT AN ACCEPTABLE CHAIR.

ALL DIMENSIONS REFERENCED IN DRAWINGS AS "CLEAR" SHALL BE FROM FACE OF STRUCTURE TO EDGE OF REINFORCING, AND SHALL NOT BE LESS THAN STATED, NOR GREATER THAN "CLEAR" DIMENSION PLUS 3/8". ALL OTHERS SHALL BE PLUS OR MINUS 1/4" TYPICAL.

FIELD BENDING OR STRAIGHTENING OF DEFORMED BARS SHALL BE LIMITED TO #5 BARS AND SMALLER AND SHALL BE FIELD BENT OR STRAIGHTENED ONLY ONCE. ANY BEND SHALL BE LIMITED TO 90 DEGREES.

LAP SPLICES IN CONCRETE:

ALL SPLICE LOCATIONS SUBJECT TO APPROVAL BY THE STRUCTURAL ENGINEER. PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT ALL CORNERS AND INTERSECTIONS PER FOUNDATION PLAN. REINFORCING BAR SPACING SPECIFIED ARE MAXIMUMS. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING CONCRETE.

LAP SPLICES SHALL BE CLASS "B" TENSION LAP SPLICES PER LATEST EDITION OF ACI 318. STAGGER SPLICES A MINIMUM OF ONE LAP LENGTH.

LAPS IN WELDED WIRE FABRIC SHALL BE MADE SO THAT THE OVERLAP, MEASURED BETWEEN OUTERMOST CROSS WIRES OF EACH FABRIC SHEET, IS NOT LESS THAN THE SPACING OF CROSS WIRES PLUS 2 INCHES.

GENERAL NOTES:

THE STRUCTURAL CONSTRUCTION DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, ETC. THE STRUCTURAL ENGINEER OF RECORD SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES FOR PROCEDURE OF CONSTRUCTION, OR THE SAFETY PRECAUTIONS AND THE PROGRAMS INCIDENT THERETO (NOR SHALL OBSERVATION VISITS TO THE SITE INCLUDE INSPECTION OF THESE ITEMS).

WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA. ANY ENGINEERING DESIGN, PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW, SHALL BEAR THE SEAL OF A REGISTERED ENGINEER RECOGNIZED BY THE BUILDING CODE JURISDICTION OF THIS PROJECT.

NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL STRUCTURAL NOTES AND SPECIFICATIONS, THE GREATER REQUIREMENTS SHALL GOVERN.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION. RESOLVE ANY DISCREPANCY WITH THE DESIGNER. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, CIVIL, MECHANICAL, PLUMBING AND ELECTRICAL ITEMS WITH THE APPROPRIATE TRADE DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.

CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED CONSTRUCTION. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT.



126 W. GEMINI DR., TEMPE, AZ. 85283

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
MICROWAVE SIGNATURE	DATE



3100 N. 3RD. AVE. SUITE 100
PHOENIX, AZ 85013
PHONE: (480) 204-1412



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PROJECT NUMBER	DRWN BY	CHKD BY
14536	CM	BK

REVISIONS		
△	04.26.16	CLIENT COMMENTS
△	08.22.16	CLIENT COMMENTS
△	09.06.16	CLIENT COMMENTS
△	10.04.16	CITY COMMENTS
△	10.06.16	CITY COMMENTS

SITE NAME

PHO_BGENTRY-PARK_SC

SITE ADDRESS

14010 N. EL MIRAGE RD.
EL MIRAGE, AZ 85335

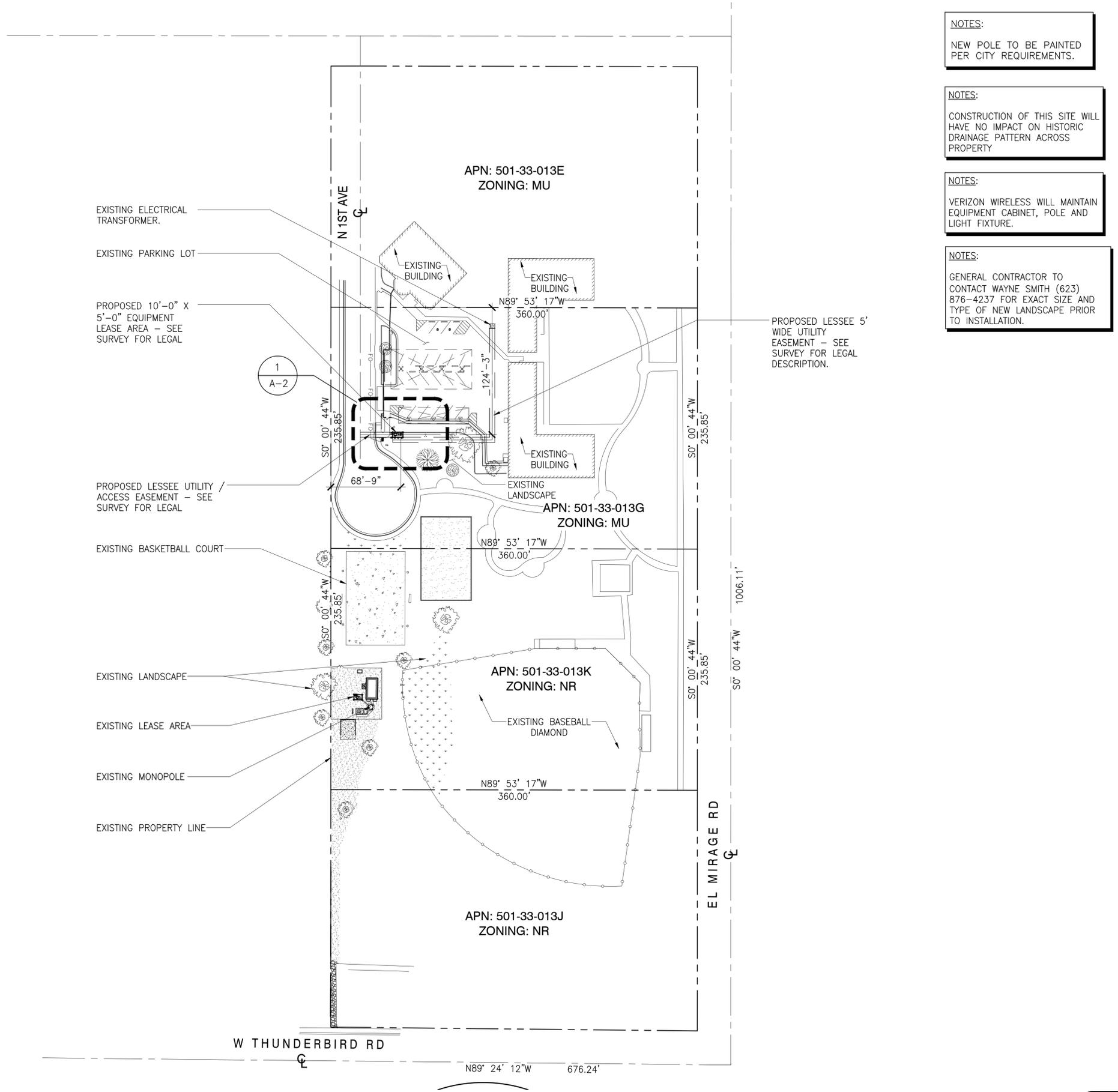
SHEET TITLE

PROJECT SPECIFICATIONS

SHEET NUMBER

SP-1





NOTES:
NEW POLE TO BE PAINTED PER CITY REQUIREMENTS.

NOTES:
CONSTRUCTION OF THIS SITE WILL HAVE NO IMPACT ON HISTORIC DRAINAGE PATTERN ACROSS PROPERTY

NOTES:
VERIZON WIRELESS WILL MAINTAIN EQUIPMENT CABINET, POLE AND LIGHT FIXTURE.

NOTES:
GENERAL CONTRACTOR TO CONTACT WAYNE SMITH (623) 876-4237 FOR EXACT SIZE AND TYPE OF NEW LANDSCAPE PRIOR TO INSTALLATION.

PROPOSED LESSEE 5' WIDE UTILITY EASEMENT - SEE SURVEY FOR LEGAL DESCRIPTION.

EXISTING ELECTRICAL TRANSFORMER.

EXISTING PARKING LOT

PROPOSED 10'-0" X 5'-0" EQUIPMENT LEASE AREA - SEE SURVEY FOR LEGAL

PROPOSED LESSEE UTILITY / ACCESS EASEMENT - SEE SURVEY FOR LEGAL

EXISTING BASKETBALL COURT

EXISTING LANDSCAPE

EXISTING LEASE AREA

EXISTING MONOPOLE

EXISTING PROPERTY LINE



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PHOENIX, AZ 85013
PHONE: (480) 204-1412



P.O. BOX 50039
PHOENIX, ARIZONA 85076
PHONE: 602-403-8614
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SITE NAME

PHO_BGENTRY-PARK_SC

SITE ADDRESS

14010 N. EL MIRAGE RD.
EL MIRAGE, AZ 85335

SHEET TITLE

SITE PLAN

SHEET NUMBER

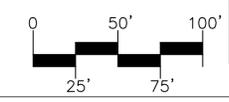
A-1



1
A-1

SITE PLAN

SCALE: 1" = 50'-0"



INTERNAL REVIEW	
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SITE NAME

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EL MIRAGE, AZ 85335

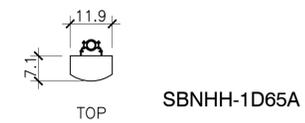
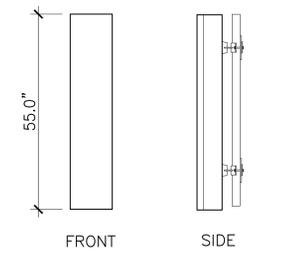
SHEET TITLE

ENLARGED SITE PLAN AND ANTENNA DETAILS

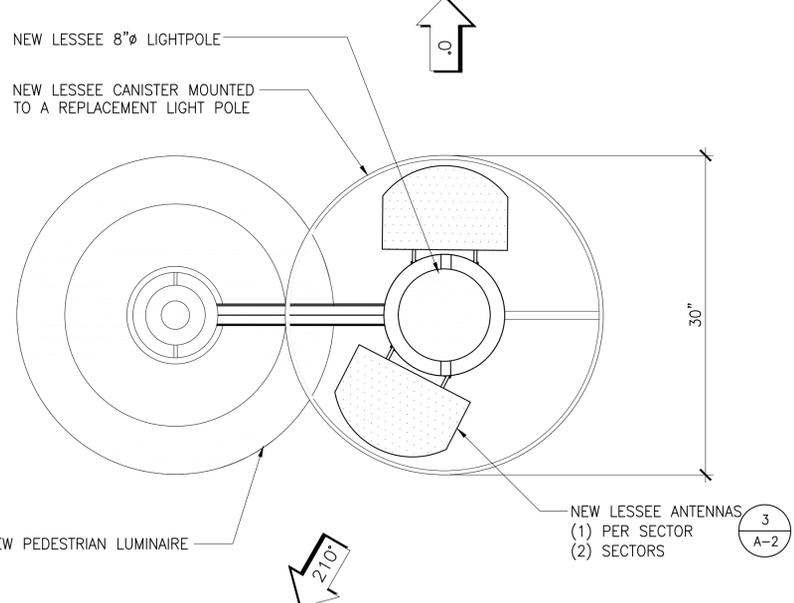
SHEET NUMBER

A-2

SECTOR	AZIMUTH	LENGTH	NO.	SIZE	TYPE
ALPHA	0°	+/- 40'-0"	(4)	1/2"	LDF 4-50
BETA	210°	+/- 40'-0"	(4)	1/2"	LDF 4-50



3 NEW ANTENNA DETAIL
A-2 SCALE: 1/2" = 1'-0"



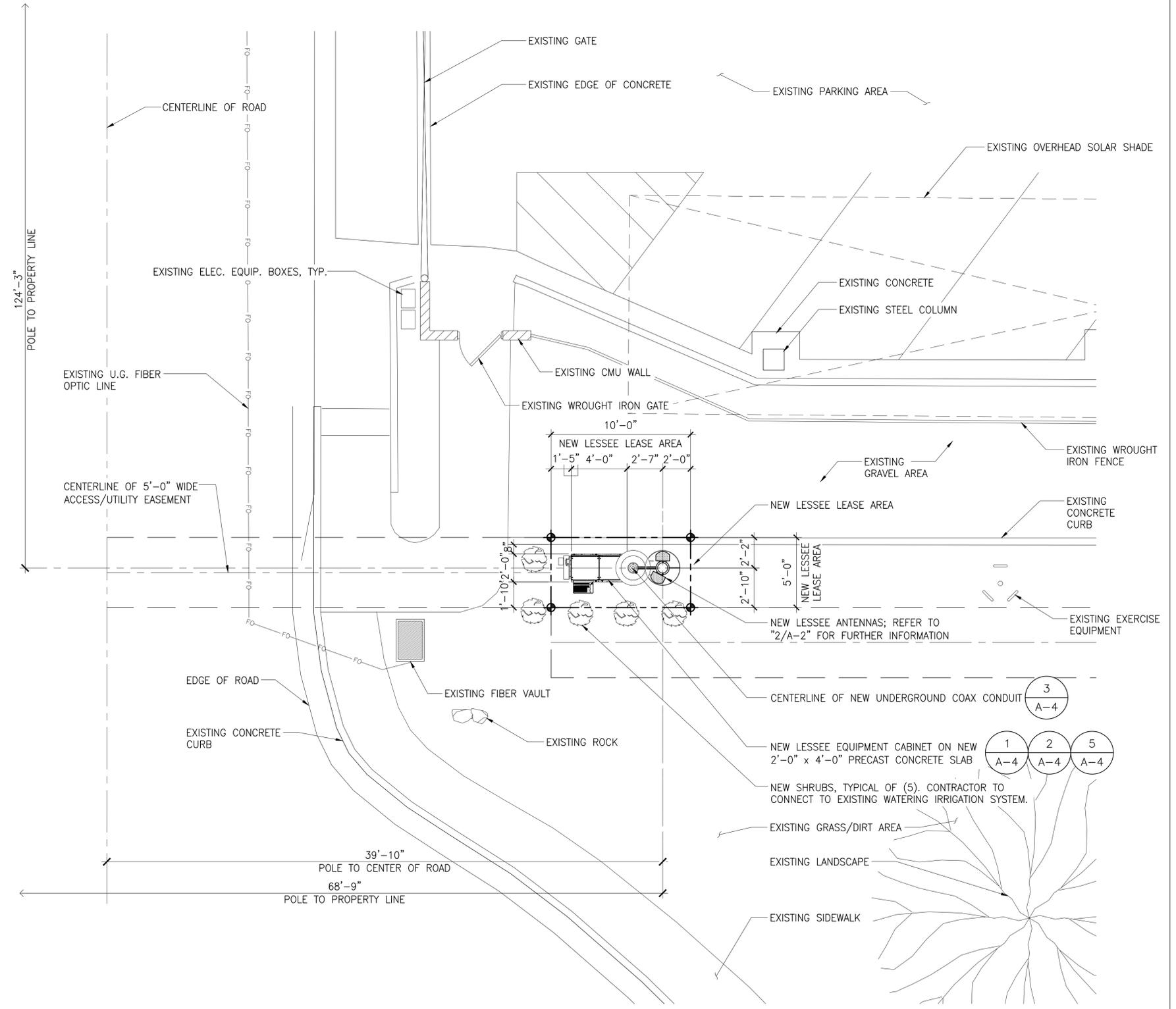
2 ENLARGED ANTENNA PLAN
A-2 SCALE: 1" = 1'-0"

NOTES:
GENERAL CONTRACTOR TO CONTACT WAYNE SMITH (623) 876-4237 FOR EXACT SIZE AND TYPE OF NEW LANDSCAPE PRIOR TO INSTALLATION.

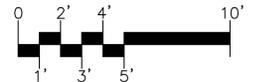
NOTES:
GENERAL CONTRACTOR TO CONNECT TO EXISTING IRRIGATION FOR NEW LANDSCAPING.

NOTES:
CONSTRUCTION OF THIS SITE WILL HAVE NO IMPACT ON HISTORIC DRAINAGE PATTERN ACROSS PROPERTY

NOTES:
VERIZON WIRELESS WILL MAINTAIN EQUIPMENT CABINET, POLE AND LIGHT FIXTURE.



1 ENLARGED SITE PLAN
A-2 SCALE: 1/4" = 1'-0"



NOTES:
GENERAL CONTRACTOR TO CONTACT WAYNE SMITH (623) 876-4237 FOR EXACT SIZE AND TYPE OF NEW LANDSCAPE PRIOR TO INSTALLATION.

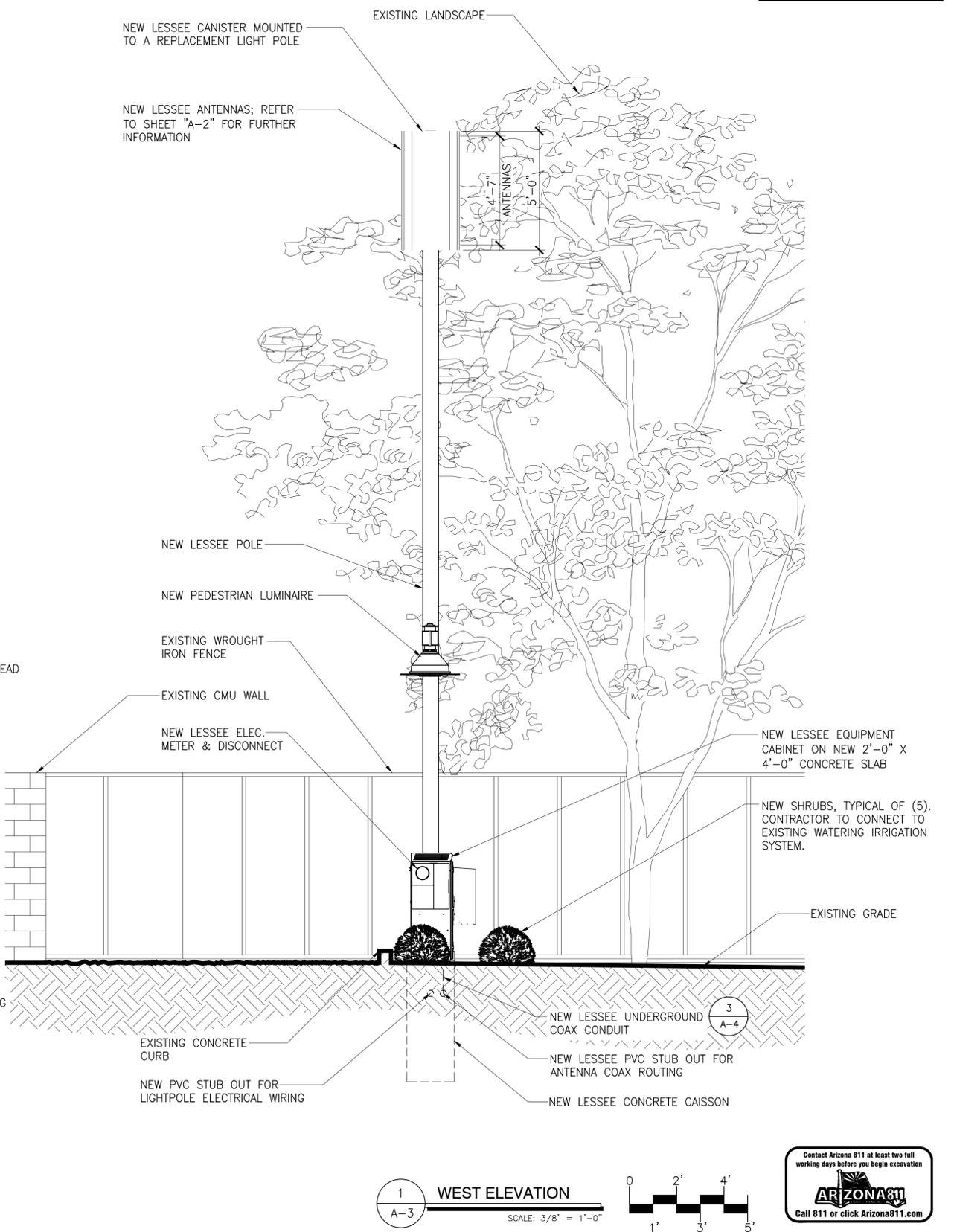
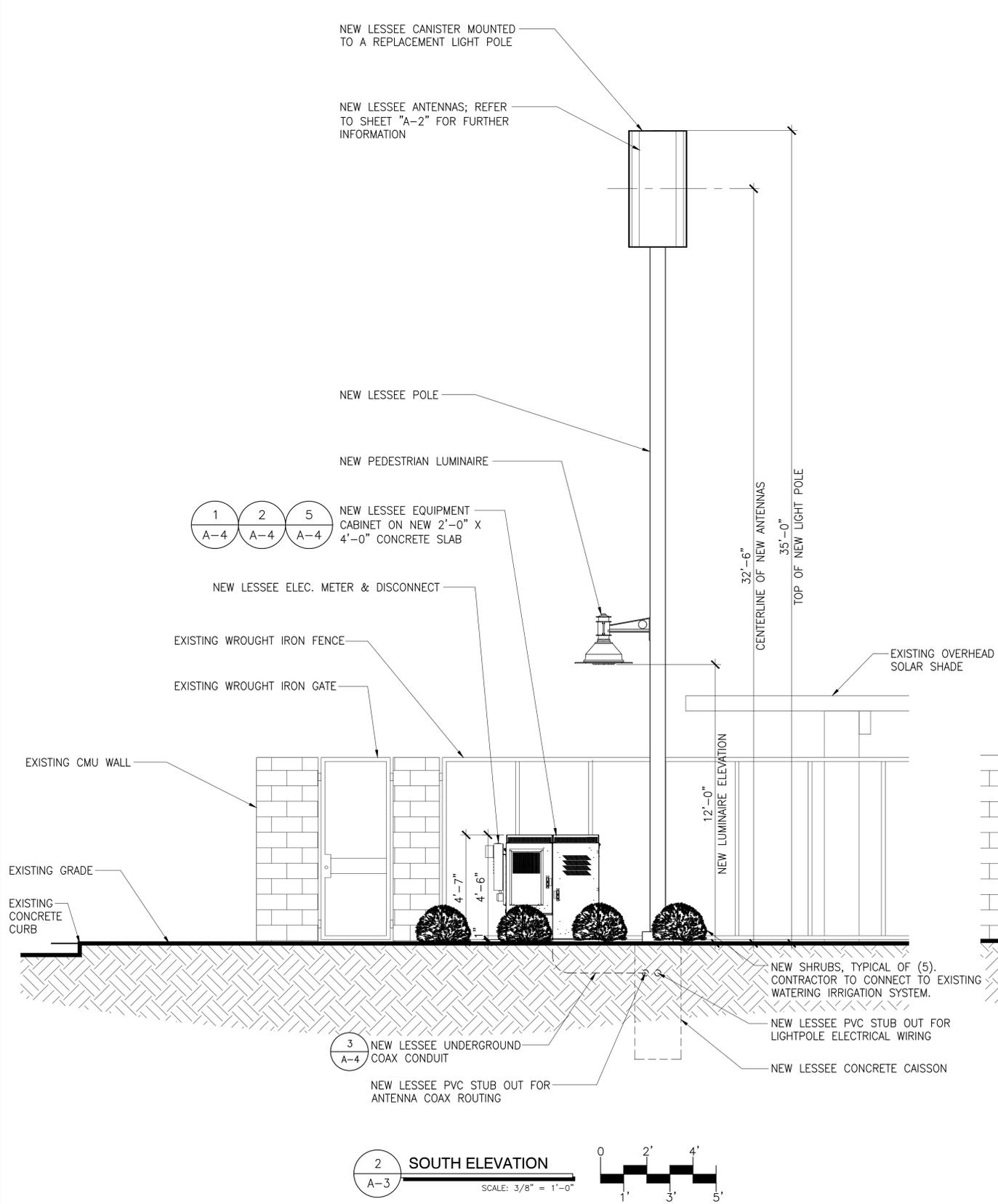
NOTES:
GENERAL CONTRACTOR TO CONNECT TO EXISTING IRRIGATION FOR NEW LANDSCAPING.

NOTES:
CONSTRUCTION OF THIS SITE WILL HAVE NO IMPACT ON HISTORIC DRAINAGE PATTERN ACROSS PROPERTY

NOTES:
VERIZON WIRELESS WILL MAINTAIN EQUIPMENT CABINET, POLE AND LIGHT FIXTURE.

NOTES:
FINISH SLAB ELEVATION TO BE 1" ABOVE HIGHEST ADJACENT EXISTING GRADE.

NOTES:
TOP OF CONCRETE SLAB TO LINE UP WITH TOP OF ADJACENT CONCRETE CURB.



verizon

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INTERNAL REVIEW	
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BK Design Inc.

3100 N. 3RD. AVE. SUITE 100
PHOENIX, AZ 85013
PHONE: (480) 204-1412

ISE Incorporated
Structural Engineers

P.O. BOX 50039
PHOENIX, ARIZONA 85076
PHONE: 602-403-8614
www.ise-inc.biz

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SITE NAME

PHO_BGENTRY-PARK_SC

SITE ADDRESS

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EL MIRAGE, AZ 85335

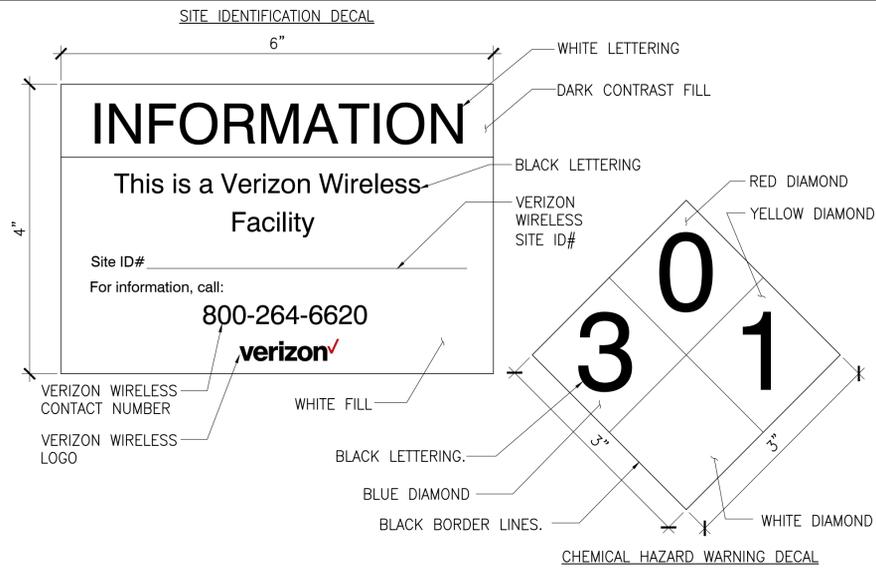
SHEET TITLE

PROJECT ELEVATIONS

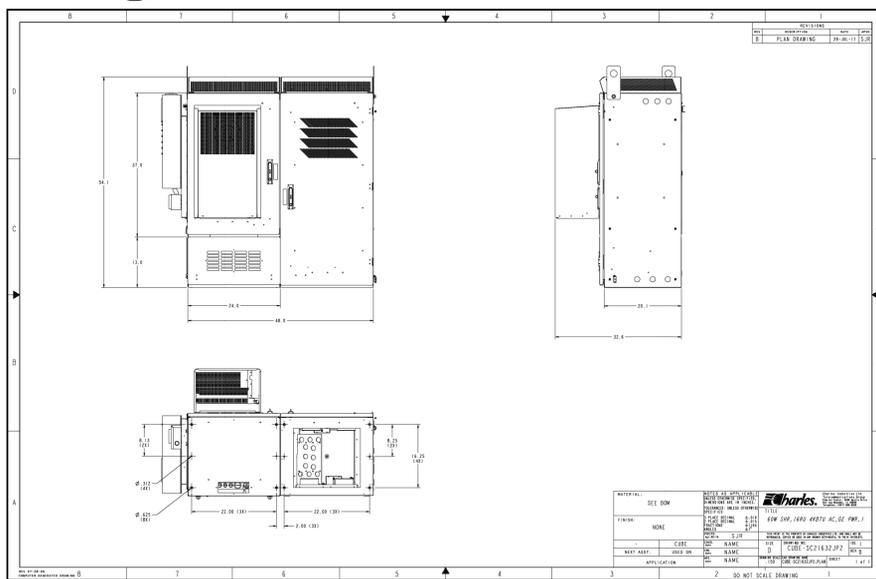
SHEET NUMBER



A-3

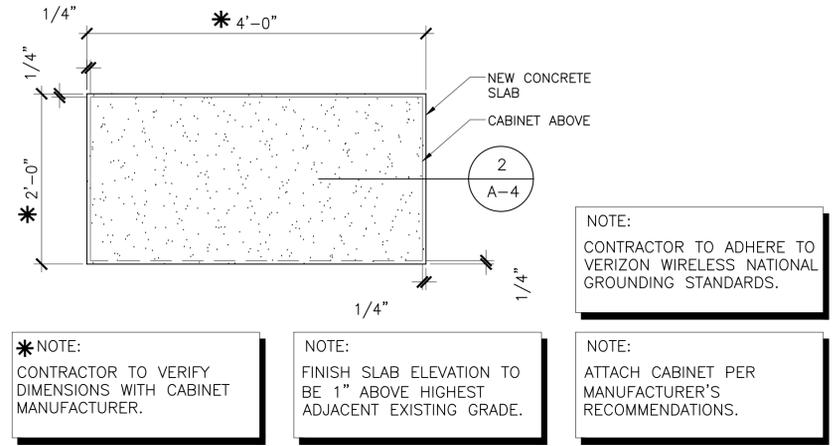


4 EMERGENCY PLAQUE DETAIL

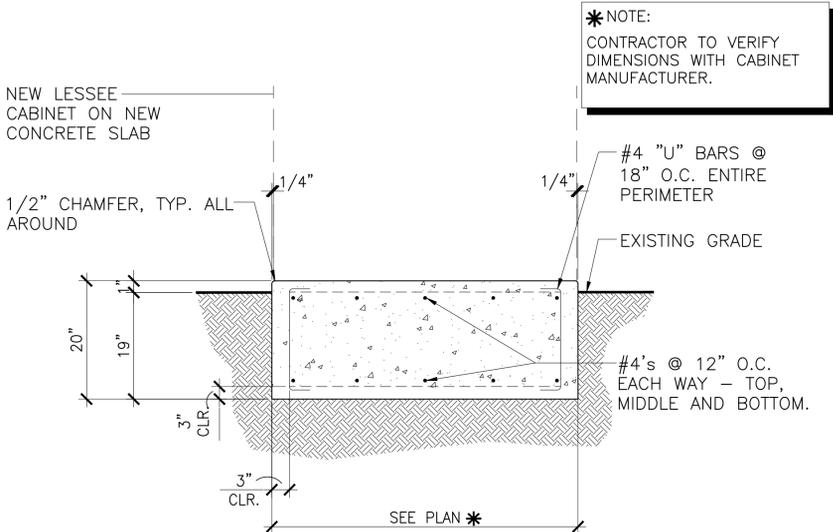


5 CABINET DETAIL

CUBIC FOOTAGE OF CABINET AND SLAB, EXCLUDING THE ELECTRICAL METER/DISCONNECT, OF CABINET = 49.90 FT³



1 CABINET SLAB PLAN

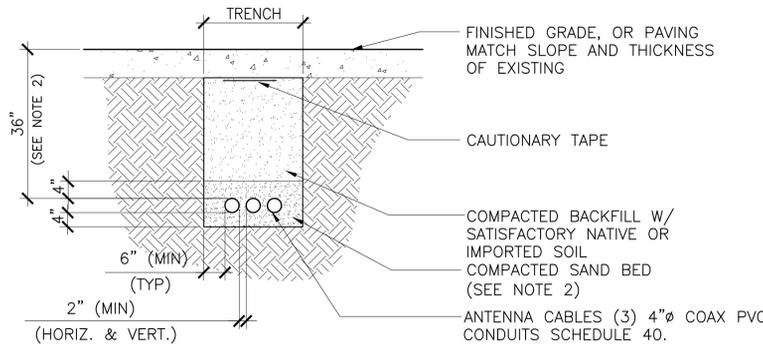


2 CABINET SLAB DETAIL

COAXIAL CABLE MINIMUM BEND RADIUS	
CABLE SIZE	MINIMUM BEND RADIUS IN 4" OR 6" CONDUIT
1/2"	10"
7/8"	18"

NOTE:

1. PROVIDE PROPER BENDING RADIUS FOR CONDUITS AS REQUIRED BY THE COAXIAL CABLE MFR.
2. LEAN CONCRETE W/ RED TINTED TOP MAY BE USED IN PLACE OF COMPACTED SAND. CONTRACTOR TO VERIFY W/ CITY OF EL MIRAGE CONSTRUCTION DIVISION FOR SPECIFIC REQUIREMENTS.



3 UNDERGROUND CONDUIT DETAIL

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
MICROWAVE SIGNATURE	DATE



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PHOENIX, AZ 85013
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SITE NAME

PHO_BGENTRY-PARK_SC

SITE ADDRESS

14010 N. EL MIRAGE RD.
EL MIRAGE, AZ 85335

SHEET TITLE

PROJECT DETAILS

SHEET NUMBER

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made as of the latter signature date below between The City of El Mirage, an Arizona municipal corporation, with its principal offices located at 12145 NW Grand Ave, El Mirage, AZ 85335, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR is the owner of that certain real property located at 14010 N. El Mirage Rd., El Mirage, AZ 85335, and known as Maricopa County Assessor's Parcel Number 501-33-013G, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSOR hereby leases to LESSEE a portion of said Property, being described as an approximate ten-foot (10') by five-foot (5') parcel of ground space containing approximately fifty (50) square feet (the "Land Space"), together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a five-foot (5') wide right of way extending from the nearest public right of way, 1st Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "B" attached hereto and made a part hereof. In the event any public utility is unable to use the Rights of Way, LESSOR hereby agrees to grant an additional right of way either to LESSEE or to the public utility at no cost to LESSEE.

2. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date and continuing throughout the Term (as hereinafter defined): (a) the Property is in compliance with all Laws (as defined in Paragraph 23 below); and (b) the Property is free of all lead-based paint, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of such non-compliance, rectify same at LESSOR's expense.

3. **TERM; RENTAL.**

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation

of the equipment on the Premises (the “Commencement Date”) at which time rental payments shall commence and be due at a total five (5) year term rental of Twenty-Four Thousand and No/100 Dollars (\$24,000.00) (i.e., which equates to \$400.00 per month) to be paid in advance on the Commencement Date and thereafter, in advance, on the commencement of each subsequent five (5) year extension term, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the written acknowledgment confirming the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. Within sixty (60) days of any permitted termination exercised by LESSEE under this Agreement, LESSOR shall refund to LESSEE any portion of unused rent that has been prepaid in advance.

LESSOR hereby agrees to provide to LESSEE certain documentation (the “Rental Documentation”) including without limitation: (i) documentation evidencing LESSOR’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE’s reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption on an annual basis. Specifically, after the expiration of each calendar year,

LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity, without mark up or profit. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375, Reference: PHO BGentry – Park SC, shall be provided to LESSEE within ninety (90) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE shall further have the right to install shrubs in the locations described in Exhibit "B" attached hereto and connect such shrubs to LESSOR's existing watering irrigation system. Once installed, LESSOR shall be responsible for watering and maintaining the shrubs. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set

forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

LESSEE will be responsible for the installation and maintenance of all equipment to be constructed by LESSEE within the Premises including but not limited to the operation and maintenance of communications equipment, light poles, light fixtures, wires, cables, conduits, and pipes running within the Rights of Way and all necessary electrical and telephone utility sources located within the Premises as shown on Exhibit “B” attached hereto.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the

Commencement Date provided that thirty (30) days prior notice is given to LESSOR and upon payment of a termination fee in the amount of three (3) months of rent at the rental rate applicable at the time of the proposed termination.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the

Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of El Mirage
12145 NW Grand Ave
El Mirage, AZ 85335

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Site: PHO BGentry – Park SC / 298461

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about

or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

22. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act, Arizona state law and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

25. **DISPUTE RESOLUTION.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award. As an alternative to filing a law suit to resolve the dispute, the parties may elect to arbitrate the dispute. Each party shall select a competent and impartial arbitrator. The two selected arbitrators shall appoint a third arbitrator. If the two appointed arbitrators cannot agree on a third, they may petition a judge having competent jurisdiction to select the third arbitrator, or they may resign their appointment jointly or individually so that the parties may renew the selection process. The written award of two of the three arbitrators shall bind the parties. The cost of the arbitrators and any expert witnesses shall be borne by the party that hired them. The cost of the third arbitrator and other expenses of the arbitration shall be shared equally by the parties. The arbitration shall take place in the City of El Mirage. State court rules of procedure and evidence shall be governing.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

**The City of El Mirage,
an Arizona municipal corporation**

By: _____
Name: _____
Its: _____
Date: _____

LESSEE:

**Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless**

By: _____
Name: Gary Bailey
Its: Director –Network Field Engineering
Date: _____

EXHIBIT "A"

Legal Description of the Property

Parcel No. 1:

The South 235.85 feet of the North 471.70 feet of the East 393 feet of Section 11, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of WEST EL MIRAGE, according to Book 66 of Maps, Page 26, records of Maricopa County, Arizona.

Parcel No. 2:

The South 235.85 feet of the North 707.55 feet of the East 393 feet of Section 11, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of WEST EL MIRAGE, according to Book 66 of Maps, Page 26, records of Maricopa County, Arizona.

Assessor's Parcel Number: 501-33-013G

EXHIBIT "B"

Premises

See attached.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attn: Calvin Y. Shin, Esq.
Re: PHO BGentry – Park SC

(Space above line for Recorder’s Use)

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

APN: 501-33-013G

DTT = \$0.00; Guaranteed lease term less
than 35 years

No Prior Recording

MEMORANDUM OF LEASE AGREEMENT

This MEMORANDUM OF LEASE AGREEMENT (“Memorandum”) is made as of the last date of execution indicated on the signature page below between The City of El Mirage, an Arizona municipal corporation, with a mailing address located at 12145 NW Grand Ave, El Mirage, AZ 85335, hereinafter designated LESSOR and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, Attention: Network Real Estate (Site: PHO BGentry – Park SC) (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into an unrecorded Lease Agreement (the “Agreement”) on the last date of execution thereof, for an initial term of five (5) years, commencing on the Commencement Date (defined hereinafter), which shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term. The total guaranteed term of the Agreement is less than thirty-five (35) years.

2. Pursuant to the Agreement, LESSEE shall lease from LESSOR a portion (“Premises”) of that certain real property located at 14010 N. El Mirage Rd., El Mirage, AZ 85335, and known as Maricopa County Assessor’s Parcel Number 501-33-013G, as legally described in Exhibit “A” attached hereto and incorporated herein (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), said Premises being substantially described and depicted in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a right-of-

way extending from Premises to the nearest public right-of-way, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights-of-way, said leased premises and rights-of-way being substantially as described and depicted in the Agreement.

3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be based on the date first day of the month following the day that LESSEE commences installation of the equipment on the Premises.

4. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year last written below.

LESSOR:

**The City of El Mirage,
an Arizona municipal corporation**

By: _____

Name: _____

Its: _____

Date: _____

LESSEE:

**Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless**

By: _____

Name: Gary Bailey

Its: Director –Network Field Engineering

Date: _____

LESSOR NOTARY ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)

)

COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared Gary Bailey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

Exhibit "A"

(Legal Description of Property)

Parcel No. 1:

The South 235.85 feet of the North 471.70 feet of the East 393 feet of Section 11, Township 3 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of WEST EL MIRAGE, according to Book 66 of Maps, Page 26, records of Maricopa County, Arizona.

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Assessor's Parcel Number: 501-33-013G



AGENDA ITEM E.

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>10/13/2016</u> DATE ACTION REQUESTED: <u>11/01/2016</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> CONSENT	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Conditional Use Permit	SUBJECT: Public hearing, closure of public hearing, followed by consideration and action to approve a Conditional Use Permit for a Religious Assembly at the Mirage Oasis Center located at 13015 W. Greenway Road, Arizona 85335.
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TO: Mayor and Council
FROM: Jose A. Macias, D&CS\Planning & Zoning – GIS\Development Services Coordinator
RECOMMENDATION: To approve a Conditional Use Permit for a Religious Assembly.
PROPOSED MOTION: I move to approve the Conditional Use Permit as presented.
ATTACHMENTS: Staff Report, October Planning Commission Meeting Draft Minutes, and Applicant Packet.

DISCUSSION: A discussion and action to approve a conditional use permit for a religious assembly at the Mirage Oasis Center located at 13015 W. Greenway Road, Arizona 85335. Council approval is required to move forward with the construction permitting process. The El Mirage Planning and Zoning Commission recommended approval of the conditional use permit with a 2-1 vote at the October 11, 2016 hearing.

FISCAL IMPACT: N/A

DEPARTMENT LINE ITEM ACCOUNT: N/A

BALANCE IN LINE ITEM IF APPROVED: N/A

Deputy City Manager/Finance Director:

 10/28/16
 Robert Nilles Date

Approved as to form:

 10/28/16
 Robert M. Hall, City Attorney Date

City Manager:

 10/28/16
 Dr. Spencer A. Isom Date



COUNCIL REQUEST REVIEW November 1, 2016

APPLICANT INFORMATION

Case: PZ16-08-11
Owner: IIP Oasis LLC
Agent: Jackie Peterson, Insight Holdings
Request (s): Conditional Use Permit- Religious Assembly

PROPERTY INFORMATION

Parcel(s): 501-33-981
Address: 13015 W. Greenway Road
Property History: UC Urban Corridor-Retail/Services (Vacant Building)
Land Area: Total lot area: 64,355 Sq. Ft. (1.5 ac.)
Building Area: Existing building: 13,918 Sq. Ft.

ZONING / LAND USES

Existing Zoning: UC Urban Corridor
Proposed Zoning: UC Urban Corridor
Noise Zone: N/A
Flood Zone: AE (FEMA 100-Year Floodplain)

SURROUNDING PROPERTY

North: RL-5 (City of Surprise) – Single Family Dwelling
East: UC Urban Corridor – Vacant building
South: UC Urban Corridor – Vacant building
West: UC Urban Corridor – Retail Store

COMMUNITY SERVICES

Water: City of El Mirage
Sewer: City of El Mirage
Electric: APS
Police: City of El Mirage [4.5 miles]
Fire: City of El Mirage [2.3 miles]

ACCESS

Road: Greenway Road
Class: Major Arterial
Improvements: Paved 5-lane
Condition: Good

SCHOOLS

District: Dysart Unified School District
Elementary: Surprise Elementary School
High School: Valley Vista High School (City of Surprise)

STAFF REPORT

Compliance with General Plan:

The General Plan designates this site as part of The Neighborhood District Planning Area, where a Religious Assembly is compatible with the General Plan, but requires a Conditional Use Permit to process with the building permits.

Considerations:

The property owners IIP Oasis LLC, are requesting a conditional use permit for a religious assembly on behalf of Reveal Church so that may occupy the 13,000 sq. ft. vacant building at the Mirage Oasis Center. The building has sat vacant for over eight (8) years along with most of the other suites. IIP Oasis purchased the property in 2014 and has been unsuccessful in finding tenants to fill the anchor pad and suites. Although a religious use won't generate direct sales tax, the hope is that the church will attract other tenants to the center.

It's the City's goal to have the building be occupied by a commercial use to generate sales tax; a religious assembly use (which is non-profit) would not meet those goals. In an effort to generate tax revenue, the applicant offered to have a child daycare service separate from the non-profit operation to help meet the City's goals. However, child daycare services provide minimal tax revenue to the City.

The El Mirage Planning and Zoning Commission recommended approval of the application with a 2-1 vote at the October 11, 2016 public hearing.

Public hearing notices have been mailed out and published in a local newspaper as required by State law. The Planning staff has received no public comments regarding this application.

Recommendations: City staff does not object to the application

Stipulations:

- 1) If additional uses beyond standard church activities (i.e. daycare center) are added in the future, the City may request additional information such as an updated Traffic Impact, Parking Study, etc. at that time.
- 2) The building requires a fresh coat of paint. The painted walls have faded and it is visible where graffiti and/or signage have been painted over.
- 3) Some areas of the parking lot require asphalt maintenance.
- 4) Parking lot striping has faded and requires being re-striped.
- 5) Some of the Fire Lanes require a fresh coat of paint.
- 6) Some of the existing concrete curbing is broken and require it to be replaced to prevent traffic to access dirt areas (rear of buildings).

Attachment

October Planning and Zoning minutes & Application

**CITY OF EL MIRAGE
PLANNING AND ZONING COMMISSION
MEETING MINUTES
OCTOBER 11, 2016**

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Planning and Zoning Commission Member Justin McCarty called the meeting to order at 6:00 p.m. & led the Pledge of Allegiance.

II. ROLL CALL

Members present were Commission Board Members Justin McCarty, Robyn Freberg and Martin Crosby. Commission Chairperson Frank Carnal and Vice-Chairperson Monica Dorsey were excused. City staff present, were Jorge Gastelum, Director of Development & Community Services/City Engineer, Jose A. Macias, Development Services Coordinator/GIS and Tom Doyle, Economic Development Specialist.

III. APPROVAL OF THE MINUTES OF AUGUST 9, 2016,

There being no changes to the August 9, 2016 meeting minutes, Crosby made a motion to approve the minutes, seconded by Freberg, and the motion passed 3-0.

IV. OLD BUSINESS

None

V. NEW BUSINESS/PUBLIC HEARING ITEM

- 1) **Public hearing, discussion, and recommendation for a Conditional Use Permit for a Wireless Communication Facility, a Verizon Wireless Communications small cell site at 14010 N. El Mirage Road, El Mirage, Arizona 85335.**

Commission Member McCarty opened the public hearing. Macias presented the staff report to the Commission Board Members and audience. McCarty made a call to the audience for public comments, there being none; McCarty closed the public hearing and asked for a discussion and a motion from the Commission Members. There being no discussion from the board, Crosby made the motion to recommend approval of the Conditional Use Permit. The motion passed with a 3-0 vote.

- 2) **Public hearing, discussion, and recommendation for a Conditional Use Permit for a Religious Assembly, Mirage Oasis Center at 13015 W. Greenway Road, El Mirage, Arizona 85335.**

Commission Member McCarty opened the public hearing. Macias presented the staff report to the Commission Board Members and audience. In the presentation Macias mentioned that City staff added new stipulations that the City would like to have be addressed as part of the conditional use permit, stipulations are as follows;

- 1) The building requires a fresh coat of paint. The painted walls have faded and it is visible where graffiti and/or signage have been painted over.

- 2) Some areas of the parking lot require asphalt maintenance.
- 3) Parking lot striping has faded and requires being re-striped.
- 4) Some of the Fire Lanes require a fresh coat of paint.
- 5) Some of the existing concrete curbing is broken and require it to be replaced to prevent traffic to access dirt areas (rear of buildings).

McCarty made a call to the audience for public comment. Kevin Kulger, from Mike Baker International, 2929 N. Central Avenue, Suite 800, Phoenix, Arizona 85012, spoke on behalf of the property owner, Jim Zieter and Reveal Church Pastor, Marty Kaiser. Mr. Kulger stated it was a pleasure working with the City staff during the review process and that the owners responded to all the Technical Advisory Committee (TAC) review comments. Mr. Kulger stated that they do not object to the new stipulations, but would like to discuss the timing of the required improvements, perhaps phasing in some of the improvements as new tenants start to come in. Mr. Kulger stated that the owner had recognized some of the items on the stipulation list and has had plans to address them. McCarty closed the public hearing and asked for a discussion and a motion from the Commission Members.

Crosby made a motion to deny the conditional use permit because the proposed (religious) use would not generate tax revenue for the City. Freberg stated that he would recommend approval of the conditional use permit, because although the (religious) use would not generate tax revenue, it's better to have the building occupied than not. McCarty then asked for a new motion, Freberg made a motion to recommend approval of the conditional use permit; the motion passed with a 2-1 vote.

VI. DISCUSSION ITEM

None

VII. STAFF REPORT

Gastelum reported on the following items: 1) Road construction is still going-on, please visit the City's web site for weekly traffic restrictions and suggested routes. 2) City Council approved the Wireless Communication Facility monopine at the 127th Avenue well site, and the Burger King Final Plat at the August 16, 2016 meeting. 3) City Council approved the Dedication of ROW for Cheryl Drive between 121st Avenue and El Mirage Road at the October 4, 2016 meeting. Macias added that the New Burger King restaurant has broken ground and construction has begun.

VIII. COMMISSIONER COMMENTS

None

IX. ADJOURNMENT

Planning and Zoning Commission Chairperson Frank Carnal adjourned the commission meeting at 6:29 p.m.

Jose A. Macias, DSC/GIS

Justin McCarty, Member

**CITY OF EL MIRAGE
PLANNING & ZONING CASE APPLICATION**

Check One: TAC Review Application Development Application

ACTION REQUESTED (Check all that apply):

CASE NO: P216-08-11

- Major General Plan Amendment
- Rezoning (Map Amendment)
- Planned Area Development (PAD)
- Conditional Use Permit (CUP)
- Variance(s) from Zoning Text
- Subdivision Preliminary Plat

- Minor General Plan Amendment
- Zoning Text Amendment
- PAD Amendment
- Site Plan Approval
- Administrative Appeal
- Subdivision Final Plat

PROPERTY INFORMATION:

Property Address/Location: 13015 W Greenway, El Mirage AZ

Assessor's Parcel Number: 501-33-981

APPLICANT / OWNER INFORMATION:

Applicant: FIP OASIS LLC
for Reveal Church

Owner: FIP OASIS, LLC

Address: 2200 Paseo Verde
Ste 330

Address: 2200 Paseo Verde Ste 330

City/ST/Zip: Henderson NV 89052

City/ST/Zip: Henderson NV 89052

Phone: 702-436-3133

Phone: 702-436-3133

Email: jpeter@insightholdings.com

Email: jpeter@insightholdings.com

Signature: 

Signature: 
INSIGHT ASSET SERVICES, its manager

(Agreement to act as agent for owner)

(Authorization for agent to act for owner)

**TAC REVIEW
APPLICATION
REQUIREMENTS**

**DEVELOPMENT
APPLICATION
REQUIREMENTS**

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

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

Official Use:

Date Received: 8.22.16 5:19pm

TAC Review: 8.23.16-9.6.16

P&Z Meeting: _____

CC Meeting: _____

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



August 22, 2016

Conditional Use Permit Application
Project Narrative

To whom it may concern:

As the representative of the Owner of the Mirage Oasis Shopping Center, located at the south east corner of Dysart Road and Greenway Road, we would like to submit a Conditional Use Permit application for a tenant that would like to occupy 13,696 square feet in the former Fresh and Easy building in the Center. The tenant, **Reveal ... A Vineyard Community Church**, will be using the space for church services as well as other ancillary uses such as day care, pre-school, youth group activities and other church gatherings.

Mirage Oasis Shopping Center is comprised of 41,689 SF of completed retail shopping space, a fully improved 35,084 square foot retail pad site and an adjacent 10.38 acres of fully improved land zoned Urban Corridor (UC).

Reveal Church, pastor Marty Kaiser, was started in June of 2008 with its first location in a movie theater in Surprise, AZ. They occupied this location for approximately 15 months and then relocated to the Valley Vista High School performing arts building where they are currently. Reveal has 500 parishioners and expects this number to grow to 800 if able to move to this new location.

Reveal's operations will be as follows:

- 2 or 3 (as required) Sunday services
- Saturday night service
- Monday - Friday church administrative staff 9am to 3pm
- Wednesday night- various church gatherings (bible study, band/choir practice, youth groups, kid's ministry)
- As needed - day care and preschool
- Saturday - planned events such as "Market on the Move" food drop

Reveal also has outreach and special events that will be held at this location. They provide services and supplies for 5 of the 8 title 1 schools in the area under Revive Foundation 501C3. They are also very active in the community (see attached letter) and provide many community benefits such as painting and landscape renovation of the El Mirage library.

We look forward to working with the City of El Mirage to bring Reveal Church to the community as well as to the Mirage Oasis shopping center. With this tenant the center will get the momentum it needs to bring tenants to the remaining shop space. If there are any questions or further information please contact me at 702-436-3133 or peterson@insightholdings.com.

Best regards,

A handwritten signature in black ink, appearing to read 'Jackie Peterson', is written over a circular stamp or watermark.

Jackie Peterson
Chief Operations Officer

Sample Letter

Principal Shaw and Vice Principal Kelly,

I do not believe we've met, possibly in passing, but my name is Marty Kaiser. Along with being a local pastor, I serve as the director of the Revive Foundation (501c3 - non faith based) where we seek to assist communities, schools and local organizations.

A quick snapshot of some of what we've been involved with:

- Back To School Bash: Over 600 backpacks given away to local students. This event includes clothing, haircuts, school supplies and a few things just for fun.
- Painting homes and performing repairs in the El Mirage and Surprise community
- Partners with CUP/Community Uplift Program
- Painting the El Mirage library and landscape renovation
- Park revitalization through planting trees, plants, playground upkeep, installation of 100 tons of rock, etc.
- Clothing to local Dysart schools for students in need
- Refurbish the rec room at the Dysart Community Center
- Provide emergency food for families
- Medical trips to India
- Opening an education center in New Delhi, India later in 2016

I am reaching out as Revive is looking to establish Resource Rooms in local title one schools where we would provide needed items for students (clothing, school supplies, hygiene products, simple food items, etc.). We are currently working with Surprise Elementary, Thompson Ranch, Luke, Riverview and will soon be supplying El Mirage Elementary. I know the needs of children in your school are many. I would like to discuss how we might serve your children and school community. I am not seeking funds, volunteers or supplies, just a small space where items can be housed.

If you would like to discuss this further, I'd enjoy meeting you to hear your thoughts on the subject.

As the husband of a Dysart teacher, I know the challenges our schools and students face. I hope we can lighten the load for you, your staff and your students.

Sincerely,



August 22, 2016

Conditional Use Permit Application
Traffic Impact Statement

To whom it may concern:

Please let this serve as the information needed regarding the parking for the use of a church located in the Mirage Oasis shopping center.

The center currently has 311 spaces for the 41,689 square feet of retail/restaurant space excluding the Walgreens parcel. The required parking based on retail/restaurant is 226 spaces which was approved on the original improvement plans for the center.

The church parking requirements are based on 1 space per 4 person capacity. The assemblage area can seat up to 446 people (see attached plan) which would require 112 parking spaces. The seating area for the church services are not permanent seats, they are movable folding chairs but the 446 number is the max the architect figured the area could hold. Based on the 112 spaces required and the balance of the retail/restaurant space in the center that requires 170 spaces, the total required spaces is 282 spaces. The number is still under the spaces provided at the center by 29 spaces.

The greatest amount of parking required by the church will be on Saturday night & Sunday services, the balance of the week the church will only be using the facility for small church gatherings.

If you should require any additional information please contact me at 702-436-3133 or

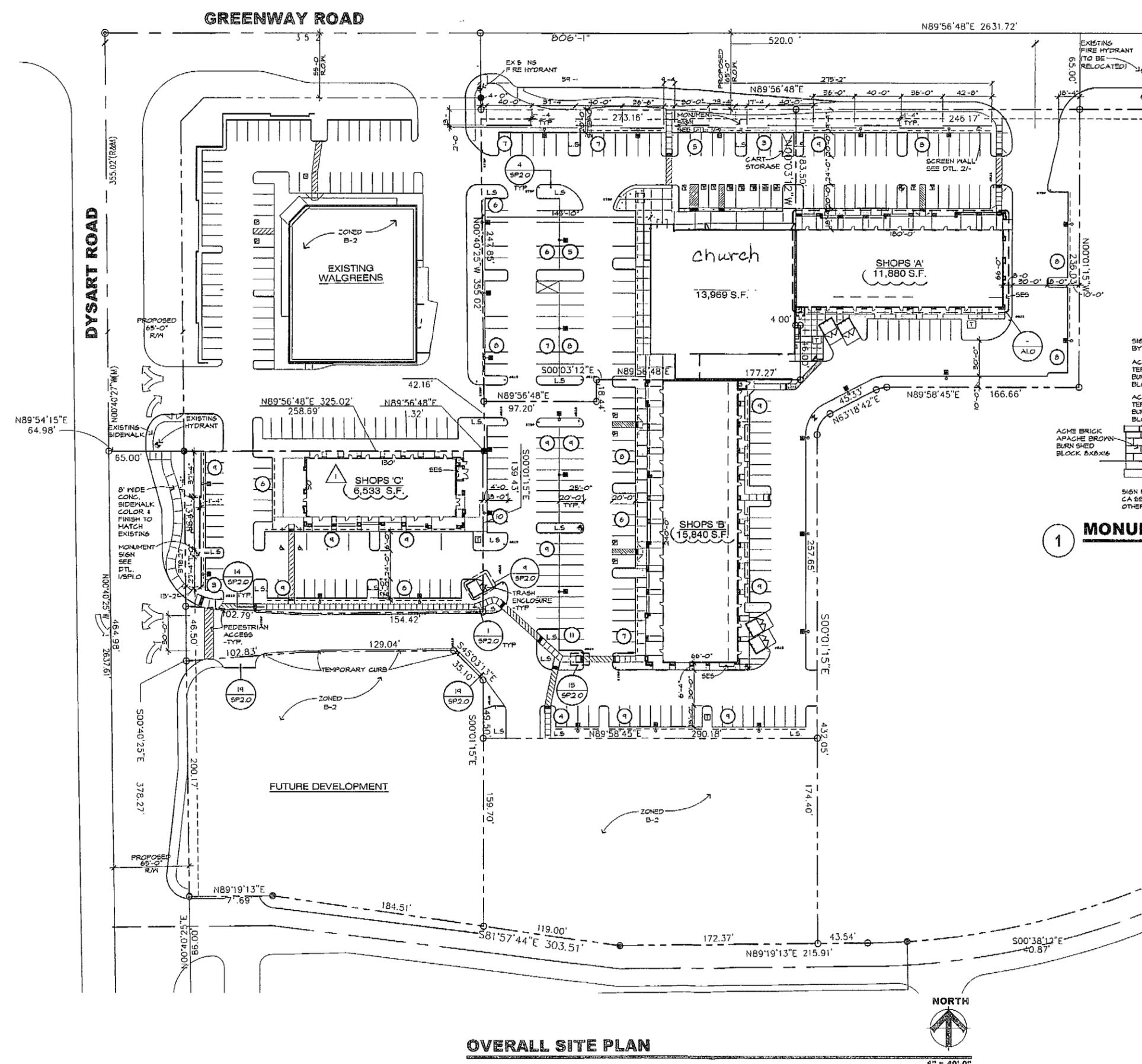
Thank you,

A handwritten signature in black ink, appearing to read 'Jackie Peterson', is written over a horizontal line. The signature is fluid and cursive.

Jackie Peterson
Chief Operations Officer

SITE DATE WITH CHURCH

Building Area:	Sq Foot	Spaces Required	
Church (former Fresh & Easy)	13,969	446/ 1 sp per 4 seats = 112 sps	
Retail	31,753	1/250 = 127 sps	
Restaurant	2,500	1/50 x .65 = 33 sps	
Patio	2,000	1/200 = 10 sps	
Total spaces required:			282
total spaces provided			311



OVERALL SITE PLAN

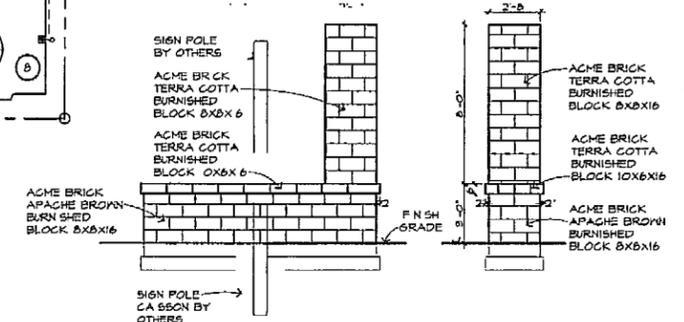


1" = 40'-0"

SITE DATA

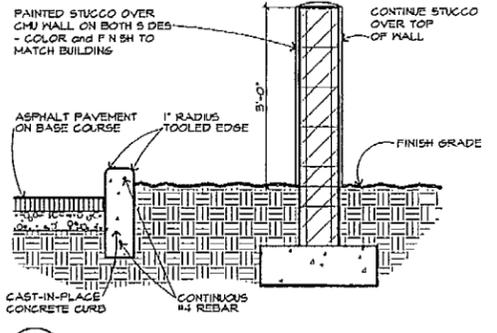
ZONING:	B-2
PROPOSED USE:	SHOPPING CENTER
SITE AREA:	300,860 S.F. 1.04 ACRES (NET)
BUILDING AREA:	39,669 S.F.
FRESH & EASY:	1,880 S.F.
SHOPS A:	15,840 S.F.
SHOPS B:	6,533 S.F.
SHOPS C:	(RETAIL/4,033 S.F., RESTAURANT/2,300 S.F., PATIO/2,000 S.F.)
TOTAL:	48,223 S.F.
SITE COVERAGE:	5.6%
PARKING:	
RETAIL:	45,122 S.F. @ 1/250 = 89 SPACES
RESTAURANT:	2,500 S.F. @ 1/300 = 83 SPACES
PATIO:	2,000 S.F. @ 1/200 = 10 SPACES
TOTAL REQUIRED:	226 SPACES
TOTAL PROVIDED:	2 SPACES

⊙ INDICATES THE NUMBER OF CONSECUTIVE PARKING STALLS



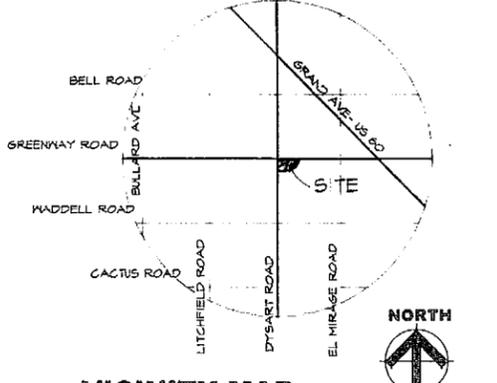
1 MONUMENT SIGN PLAN

1/4" = 1'-0"



2 SCREEN WALL

SCREEN WALL SCALE: 3/4" = 1'-0"



VICINITY MAP



NTS

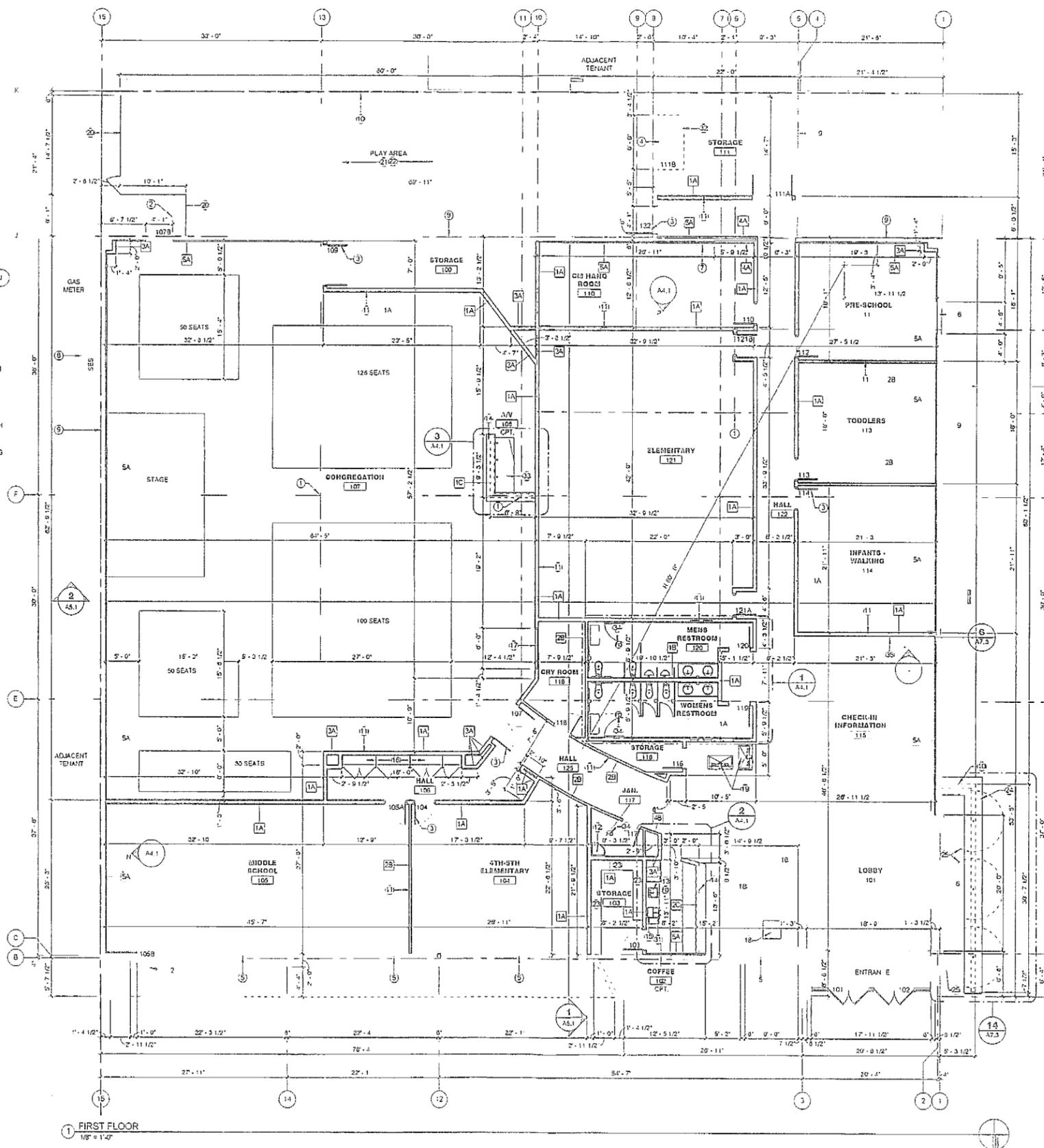
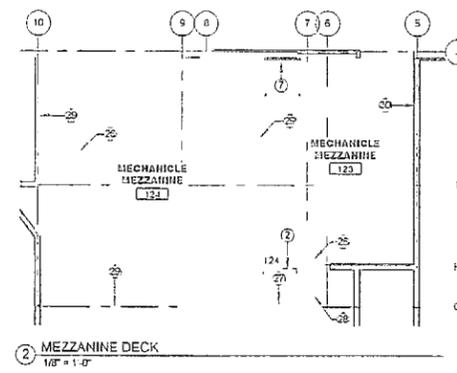
ROBERT KUBICK
 2233 East Thomas Road
 Phoenix, AZ 85016-3474
 (602) 855-5900 Phone
 (602) 955-0486 Fax

DESIGNATED ARCHITECT
 9452
ROBERT V. KUBICK
 STATE OF ARIZONA
 LICENSE NO. 9452
 EXPIRES 06/30/2009

A NEW COMMERCIAL SHOPS 'A' BUILDING
 SEC DYSART ROAD

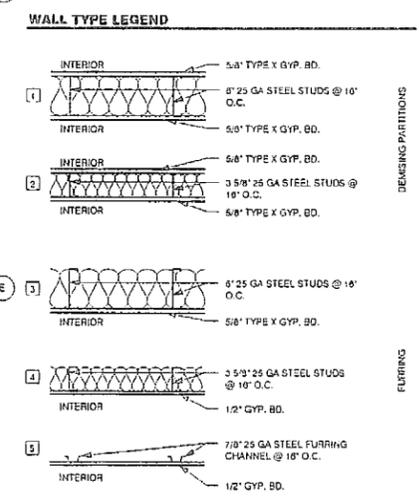
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This drawing is the property of Synex Design Incorporated, 688 W. 1st Street, Suite #2, Tempe, AZ, 85281, (480) 940-9766. The drawing is limited to the original use for which it was prepared. Changes, reproductions, or assigning to any third party of the drawing for any other use is not permitted without written consent of Synex Design Incorporated. C. 2015
 02/20/16 5:26:18 PM
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- ### SHEET KEYED NOTES
- EXISTING STEEL COLUMN, TYP.
 - EXISTING DOOR
 - NEW DOOR PER SCHEDULE, TYP.
 - EXISTING ROLL-UP DOOR
 - EXISTING STOREFRONT
 - EXISTING WINDOW
 - EXISTING ACCESS LADDER
 - EXISTING ELECTRICAL EQUIPMENT
 - EXISTING CMU WALL, TYP.
 - CMU LOW WALL
 - NEW METAL STUD WALL TYP
 - NEW MOP SINK
 - NEW BAR SINK
 - +2" COUNTER
 - +30" COUNTER
 - NEW STORAGE CABINETS
 - 72" X 96" FIXED GLASS WINDOW W/ ALUM. FRAME
 - FURNITURE BY OWNER
 - CHECK-IN STATION BY OWNER
 - NEW 5'-0" FENCING W/ GATE
 - LOADING DOCK INFILL
 - ARTIFICIAL TURF INSTALL PER MFG REQUIREMENTS
 - 18" SHELVING, 5 SHELVES EQUALLY SPACED
 - NEW CONCRETE COUNTER
 - 9" MARKET UMBRELLA, BY OWNER
 - CAP DRAIN AS REQUIRED, TYP.
 - EXISTING ROOF ACCESS LADDER
 - EXISTING WATER HEATER
 - EXISTING METAL STUD WALLS TO REMAIN
 - EXISTING METAL RAILING
 - NEW PLUMBED COFFEE MAKER
 - NEW CONCRETE INFILL
 - +30" COUNTER
 - NEW FLOOR DRAIN
 - 5/8" PLYWOOD SHEATHING FOR NEW WALL FINISH, FLOOR TO +1'-0" A.F.F.

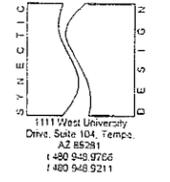
- ### FLOOR PLAN GENERAL NOTES
- G.C. TO PROVIDE A SMOOTH, LEVEL CONCRETE SLAB PRIOR TO START OF WALL CONSTRUCTION.
 - G.C. TO INFILL ALL EXISTING FLOOR DRAINS AND TRENCHES AS REQUIRED.
 - CONTRACTOR TO ASSEMBLE AND INSTALL PRE-FABRICATED CABINETS AS REQUIRED. COORDINATE W/ OWNER.



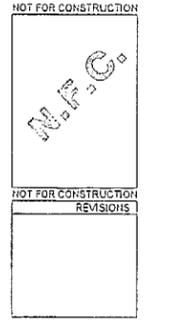
- ### NOTES:
- USE 5/8" TYPE X GYPSUM BOARD @ INTERIOR SIDE OF STORAGE AND MECHANICAL ROOMS.
 - USE 5/8" MOISTURE RESISTANT GYPSUM BOARD IN ALL DAMP AREAS.
 - USE 1/2" CEMENT BOARD UNDER CERAMIC TILE AND ALL INTERIOR STONE/BRICK VENEERS.
 - PROVIDE FULL DEPTH INSULATION IN EXTERIOR WALL CAVITIES.
 - PROVIDE FULL DEPTH THERMAL INSULATION IN FURRING @ EXTERIOR WALLS.
 - USE RIGID FOAM IN CAVITIES LESS THAN 3 1/2" DEEP.
 - PROVIDE FULL DEPTH SOUND ATTENUATION BATT'S IN ALL INTERIOR PARTITIONS.
 - ALL WOOD FRAMED WALLS SHALL HAVE A TREATED SOLE PLATE.

WALL TERMINATION SCHEDULE

WALL MARK	HEIGHT	BASE DETAIL	TOP DETAIL
A	TO STRUCTURE	6 A7.1	1/ A7.1
B	1" ABOVE ADJ. CEILING	6 A7.1	6/ A7.1
C	LOW HEIGHT TO 1'-0"	6 A7.1	3/ A7.1



**REVEAL VINEYARD
COMMUNITY CHURCH**
 13015 WEST GREENWAY ROAD
 EL MIRAGE, ARIZONA 85335



Phase DESIGN
 Drawn By JLV
 Reviewed By LDB
 SDI Project No 5037
 Date 05/10/2016

Sheet
A2.1
 FLOOR PLAN

MEMORANDUM

TO: Jackie Peterson, Chief Operations Officer
Insight Asset Services

FROM: Jose A. Macias, Development Services Coordinator/GIS
Community & Development Services, Planning and Zoning Department

RE: PZ16-08-11
Conditional Use Permit – Religious Assembly/Non-Profit Origination
Reveal Church
13015 W. Greenway Road
El Mirage, Arizona 85335

DATE: September 13, 2016

Mrs. Peterson,

Please find below review comments from the Technical Advisory Committee (TAC) regarding the project mentioned above.

ECONOMIC DEVELOPMENT

- 1) Leasing to a church can prevent a commercial enterprise from leasing that space resulting in lost taxes and sales tax revenue.
- 2) A church places limits on what types of businesses may operate, unless it's in an Entertainment District.
- 3) Property owners leasing to churches are not required to pay taxes on rental income.
- 4) El Mirage is land-locked with limited commercial availability.

ENGINEERING

- 5) The proposed church site will require 112 parking spaces which require five ADA parking spaces. The current building only has three.
- 6) The building elevations should show what the church building would look like including new signage.
- 7) The Traffic Impact Statement that was submitted is more of a Parking Impact Statement. A Traffic Impact Study in accordance with the attached criteria document must be prepared to show what the effect on the proposed use will have on the adjacent roadway and intersection.

FIRE, BUILDING & LIFE SAFETY

- 8) No Comment

PLANNING AND ZONING

- 9) What are the plans to accommodate the expected growth of members from 500 to 800 for seating and parking?
- 10) Provide additional information on the following church operations;

- a. Daycare/Pre-school services “as needed”, are these services offered only during worship services hours or during the week?
 - b. “Market on the Move” this may require a separate permit as a Special Event Use, please explain the activity.
- 11) Be advised that a separate permit will be required for new signage. Please visit the City’s sign code. http://www.amlegal.com/codes/client/el-mirage_az/
- 12) In 2007 the El Mirage Council approved the minor amendment to the general plan, a rezoning application amending the zoning from R-1 to B-2 and approved a retail commercial site plan that would generate sale tax businesses at the southeast corner of Greenway Road and Dysart Road. City staff would prefer to have business compatible to the 2007 approvals and is recommending denial of the Conditional Use Permit/Non-Profit Organization.

POLICE

- 13) Ensure they have camera’s covering the rear of the building and some sort of safe or lock box for the donated cash they receive at their services. Lighting is probably sufficient due to the building design.

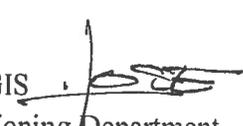
PUBLIC WORKS

- 14) No Comment

Please feel free to contact my office if you have any questions regarding this matter.

MEMORANDUM

TO: Jackie Peterson, Chief Operations Officer
Insight Asset Services

FROM: Jose A. Macias, Development Services Coordinator/GIS 
Community & Development Services, Planning and Zoning Department

RE: PZ16-08-11
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Reveal Church
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FIRE, BUILDING & LIFE SAFETY

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PUBLIC WORKS

- 14) No Comment

Please feel free to contact my office if you have any questions regarding this matter.

IIP Oasis
For Reveal Church

RE: PZ16-08-11
Conditional Use Permit

TAC Comment responses:

Economic Development

1. Read and acknowledged
2. Read and acknowledged. Owners is aware of use restrictions associated with a church use
3. Read and acknowledged
4. Read and acknowledged

Engineering

5. During the construction of the Tenant Improvement Owner will have 2 additional ADA parking spaces added by re-striping and painting current non ADA parking stalls.
6. See attached elevation changings to the existing building elevations as per the Tenant Improvement Drawings. See attached for conceptional building sign design. No additional monumentation at street will be done. Building signs as per sign criteria attached.
7. See attached letter from Lochsa Engineering.

Fire, Building & Life Safety

8. Read and acknowledged

Planning and Zoning

9. The expected growth from 500 to 800 members will be accommodated with additional church services as the congregation room can only seat 446 total. Currently there are 2 services on Sunday and one on Saturday night. As the membership grows additional services will be added to Saturday and Sunday. No additional parking will be required as the 112 parking spaces required is based on the total of 446 chairs.
10. a) The plans for a Daycare and Pre-school are based on the growth and needs of the church Members, this is in the churches future long term plans. It is planned to occupy approximately 8,000 sq ft, providing room for up to 40 children. Will be open Monday thru Friday and will be operated by a separate business entity that would be for profit so will create tax revenue.

b) Market on the Move is held on The first Saturday of every month, Revive Church partners with Dysart Community Center and St. Mary's Food Bank and provides food to those in need. Each month nearly 7,100 pounds of fresh fruits and vegetables are distributed. This event is held at DCC and requires about a 3 hour commitment. The Church is intending to offer their new location as a second distribution site for the service of providing food one time a month. The Church is aware if special event permits are required that they will be obtained prior to the event.

11. Read and acknowledged

12. Read and acknowledged. The Center, currently zoned UC, has been vacant since it was built in 2008, the Owners acquired the property in 2014 and since have been marketing the site for lease with not much response. The broker's believe that having the church as a tenant in the Center will provide the momentum that is needed to attract other users. The continual response from potential tenants is that there is no traffic coming to the center and until there is it makes no sense for their business to locate there. The Church will bring traffic to the Center and will provide the activity needed for other neighborhood center users.

Police

13. Read and acknowledged. Light at the back entrance will be provided. An alarm system will be provided. All cash is deposited daily, no cash remains on site.

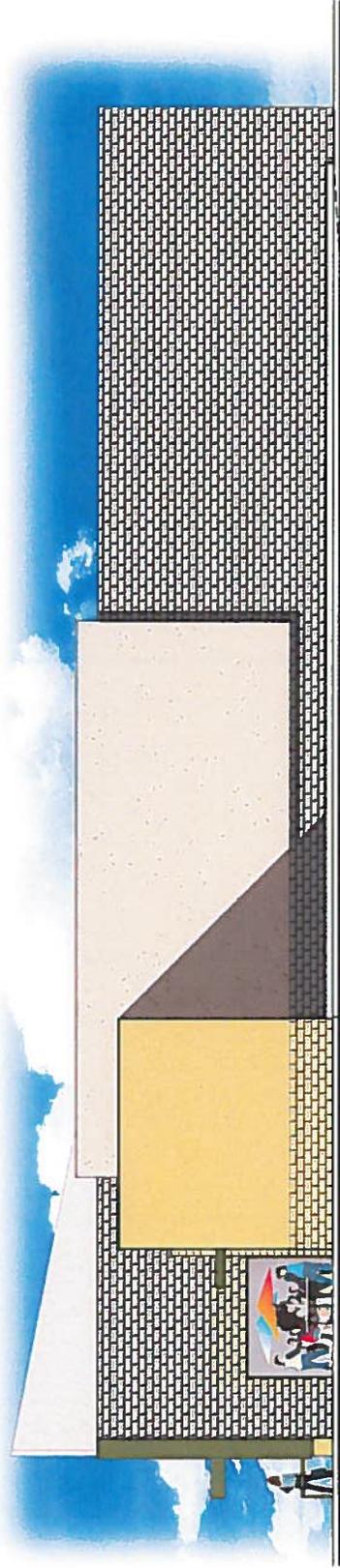
Public Works

14. Read and acknowledged



NORTH ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"



WEST ELEVATION

1/8" = 1'-0"

MIRAGE OASIS

SIGN CRITERIA

A. **GENERAL** These criteria have been established for the purpose of maintaining a continuity of quality and aesthetics throughout the Mirage Oasis Shopping Center for the mutual benefit of the all Tenants and to comply with the approved Comprehensive Sign Plan for the Shopping Center and regulations of the El Mirage Sign Code. Conformance will be strictly enforced and any non-compliant sign(s) installed by a Tenant shall be brought into conformance at the sole cost and expense of the Tenant. All Signage shall be reviewed and approved by the Manager and shall be appropriate to the surrounding building features, environment, and thematic design of Mirage Oasis, and is subject to final approval by the City of El Mirage.

B. **SIGNAGE REQUIREMENTS**

1. General Specifications

- a. No animated, flashing or audible signs shall be permitted.
- b. All signs and their installation shall comply with all local building and electrical codes.
- c. No exposed raceways, crossovers or conduit shall be permitted.
- d. All electrical enclosures, conductors, transformers and other equipment shall be concealed in a watertight condition.
- e. Painted lettering shall not be permitted on building or monument signs.
- f. Advertising methods such as attraction boards, posters, banners, hand-held signs and flags shall not be permitted unless the prior written consent has been obtain from the landlord.

C. **SPECIFICATIONS – TENANT SIGNS**

1. Sign area

- a. The maximum aggregate sign area per building elevation for each Tenant shall be two (2) square feet for each linear foot of business frontage occupied by the Tenant.
- b. As a minimum, each Tenant shall be permitted seventy (70) square feet of sign area. Sign area for any single sign element may not exceed a maximum of two hundred fifty (250) square feet per sign. The total of all signs for a Tenant cannot exceed the total square footage allotted based on two (2) square feet per linear foot of business frontage (i.e. if Tenant has 300 feet of Business frontage then their sign allowance is 600 feet of signage for the entire building including, all signage placed on the tenant's building elevations).

2. Letter Height and Placement Restrictions

a. Letter Height

- Tenants occupying less than 12,999 square feet shall be limited to a maximum letter height exclusive of logos, of thirty-six (36") inches.
 - Tenants occupying between 13,000 and 15,099 square feet shall be limited to a maximum letter height exclusive of logos, of fifty (50") inches.
 - Tenants occupying 15,100 square feet or more shall be limited to a maximum letter height, exclusive of logos, of sixty (60") inches. Major Tenants shall be permitted to utilize their standard corporate identification program subject to aggregate sign area limitations contained in the approved Comprehensive Sign Plan submittal.
 - Anchor tenants are excluded from a maximum height requirement. Anchor Tenants shall be permitted to utilize their standard corporate identification program subject to aggregate sign area limitations contained in the approved Comprehensive Sign Plan submittal.
 - Minimum spacing above and below a Tenants sign shall be one-third of the sign height.
- b. Length of Sign on wall Surface: In no event shall any sign exceed seventy (75%) percent of the width of the Tenants storefront and/or wall surface upon which it is placed unless the prior written consent has been obtained from the Landlord. The available length of the sign band may override the allowed maximum letter height.

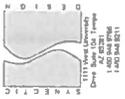
3. Location of Signs

- a. All signs or devise advertising and individual use, business or building shall be attached to the building at the location indicated by the criteria set forth or as otherwise approved by the City of El Mirage.

- b. Copy and/or logos utilized shall be the Tenant's choice, subject to the approval of Manager and the City of El Mirage. Logos shall be restricted to 25% of the overall area of the sign unless copyrighted or trademarked at another size.
4. Construction of Signage
- a. Creativeness shall be encouraged throughout the Tenant's sign program with Manager and City approval.
 - b. The use of quality materials is essential including but not limited to aluminum, brass or copper. Paint-loc sheet metal will not be an approved material for this Center.
 - c. Powder coated, pre-coated, clear-coated, high quality enamel paints, and/or patina finishes will be acceptable with Manager and City approval.
 - d. No Gold, Silver, or painted trim cap will be accepted.
 - e. No exposed raceways will be allowed unless they are intentionally created to be a three-dimensional oversized color backdrop for a Tenant's Signage, with Manager and City approval.
5. Illumination
- a. Tenant building signage may be internally illuminated or backlit to create a silhouette effect, exposed neon, and/or combination of lighting methods mentioned here shall be allowed with Developer and City approval. LED lighting is also an acceptable form of illumination.
6. Under-Canopy Signs
- a. Tenants shall provide a double-faced non-illuminated under-canopy sign for each shop space, designs are open to creativity with Manager and City approval. Maximum size is 24" X 36".
 - b. Copy shall be surface applied painted graphic, vinyl graphics and/or flat cut out graphics. Three-dimensional signs with artistic rod-iron hangers are encouraged. The Manager shall approve all materials, colors, graphic and layouts.
 - c. The sign shall be suspended with a minimum clearance of 8'- 6" from the sidewalk below.

D. SIGNAGE CONSTRUCTION REQUIREMENTS

- 1. All exterior signs shall be secured by concealed fasteners that are stainless steel, nickel or cadmium plated.
- 2. All signs shall be fabricated using full welded construction.
- 3. All penetrations of the building structure required for sign installations shall be neatly sealed in a watertight condition.
- 4. No labels or other identification shall be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.

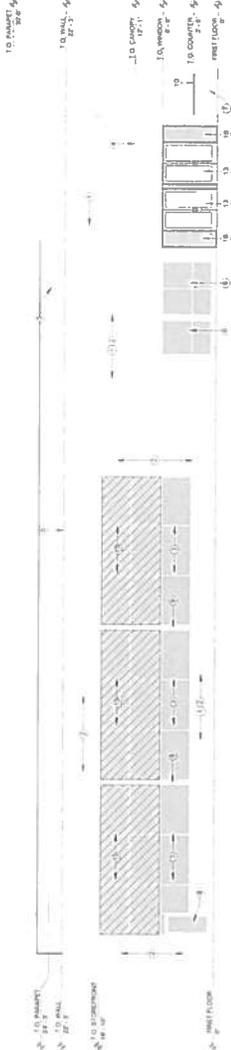


SHEET KEYED NOTES

- 1 EXISTING CLAY WALL
- 2 EXISTING STUCCO FINISH
- 3 EXISTING STUCCO FINISH
- 4 EXISTING CLAY WALL
- 5 EXISTING STUCCO FINISH
- 6 EXISTING STUCCO FINISH
- 7 EXISTING STUCCO FINISH
- 8 EXISTING STUCCO FINISH
- 9 EXISTING STUCCO FINISH
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- 14 EXISTING STUCCO FINISH
- 15 EXISTING STUCCO FINISH
- 16 EXISTING STUCCO FINISH
- 17 EXISTING STUCCO FINISH
- 18 EXISTING STUCCO FINISH
- 19 EXISTING STUCCO FINISH
- 20 EXISTING STUCCO FINISH

EXTERIOR ELEVATION GENERAL NOTES

1. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
2. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
3. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
4. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
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12. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
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14. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
15. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
16. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
17. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
18. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
19. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.
20. ALL STUCCO FINISH TO BE MATCHED TO EXISTING.



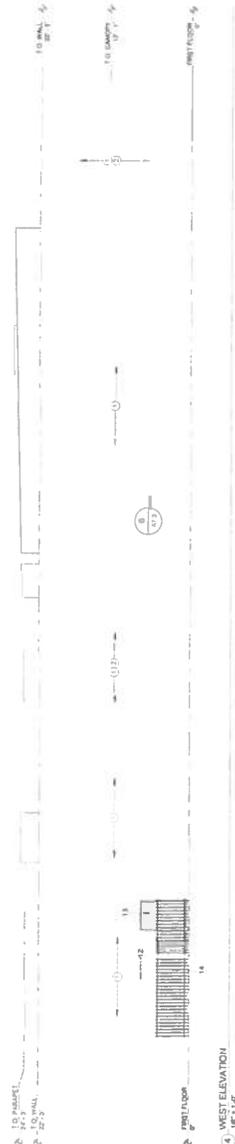
1 SOUTH ELEVATION
16' x 112'



2 EAST ELEVATION
16' x 112'



3 NORTH ELEVATION
16' x 112'



4 WEST ELEVATION
16' x 112'

REVEAL VINEYARD COMMUNITY CHURCH

1015 WEST GREENWAY ROAD
EL PASO, TEXAS 79901



Drawn By: CDEGA
Reviewed By: LBR
S&P Project No: 2437
Date: 05/13/2016

A3.1
EXTERIOR ELEVATIONS

September 15, 2016

Mr. Jose A. Macias
Development Services Coordinator
Community and Development Services
City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ 85335

Re: PZ16-08-11 – Conditional Use Permit for Reveal Church
Lochsa Job #: 0100

Dear Mr. Macias,

Lochsa Engineering is currently assisting Insight Asset Services in obtaining approval for a tenant improvement located within the Mirage Oasis Shopping Center. The shopping center is located generally on the southeast corner of West Greenway Road and Dysant Road within El Mirage, Arizona.

The proposed tenant improvement include the conversion of a 13,696 Fresh and Easy Supermarket to a church. In order to determine the impacts of this conversion, trip generation rates were obtained from ITE Publication entitled “Trip Generation – 9th Edition”. The independent variable for the trip generation rates is the square footage. The calculations are as follows:

Supermarket ITE Code 850 13,696 Square Feet
<u>AM PEAK HOUR</u>
Average Rate = 3.40 trips per 1,000 square feet T= (13.696) (3.40) = 46.5 or 47 trips
<u>PM PEAK HOUR</u>
Average Rate = 9.48 trips per 1,000 square feet T= (13.696) (9.48) = 129.8 or 130 trips

The trip generation calculations for the church are as follows:

Church ITE Code 560 13,696 Square Feet
<u>AM PEAK HOUR</u>
Average Rate = 0.55 trips per 1,000 square feet $T = (13.696) (0.56) = 7.6$ or 8 trips
<u>PM PEAK HOUR</u>
Average Rate = 0.55 trips per 1,000 square feet $T = (13.696) (0.56) = 7.6$ or 8 trips

Based upon the preceding calculation the proposed church is anticipated to generate 39 fewer trips during the AM Peak Hour and 122 trips fewer during the PM Peak Hour. Based upon this information it is requested that a formal traffic study be waived for this project.

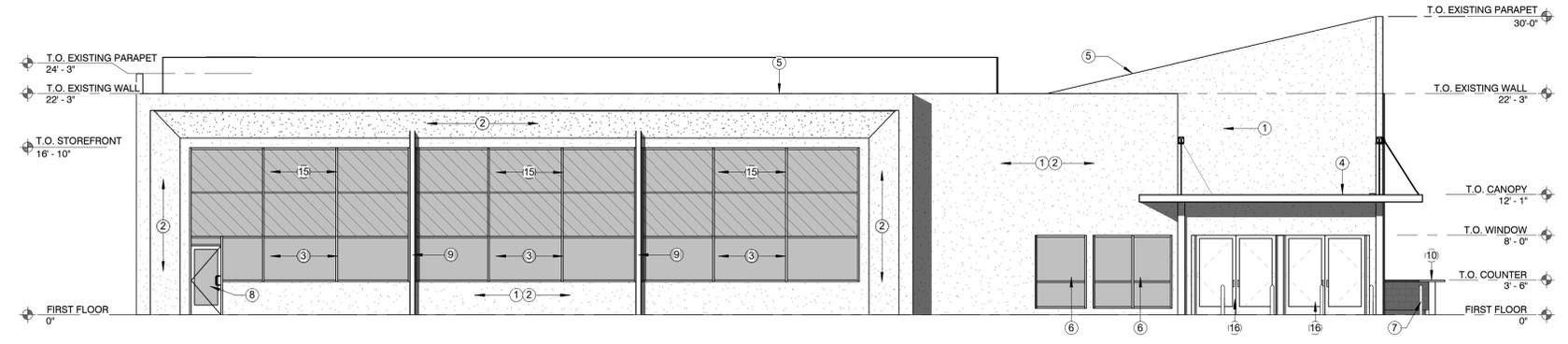
If you have questions or comments please contact our office at your convenience.

Sincerely,
LOCHSA ENGINEERING

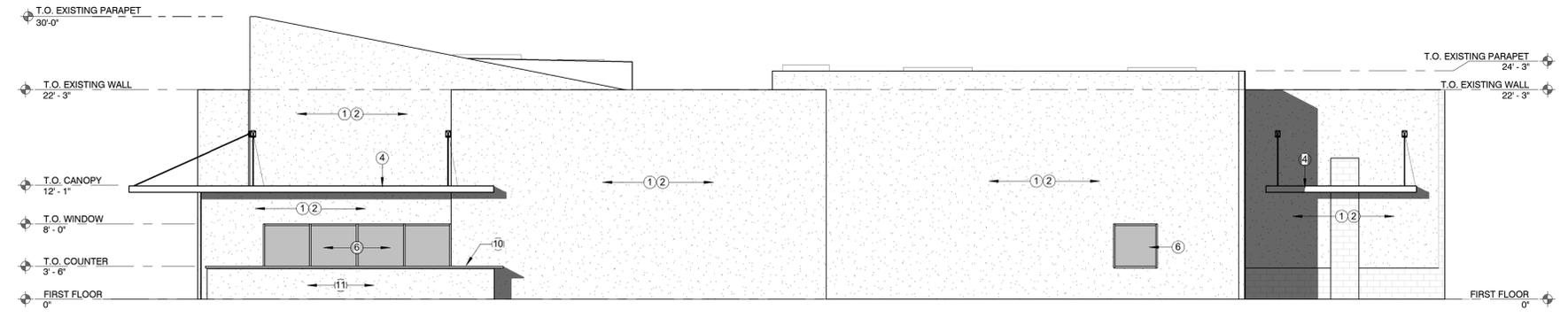

Ted Egerton, P.E.
Principal



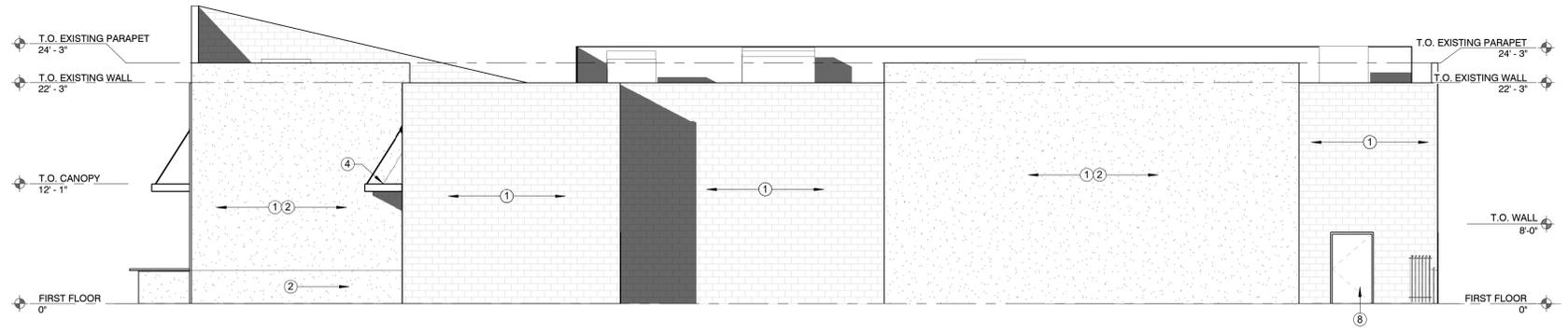
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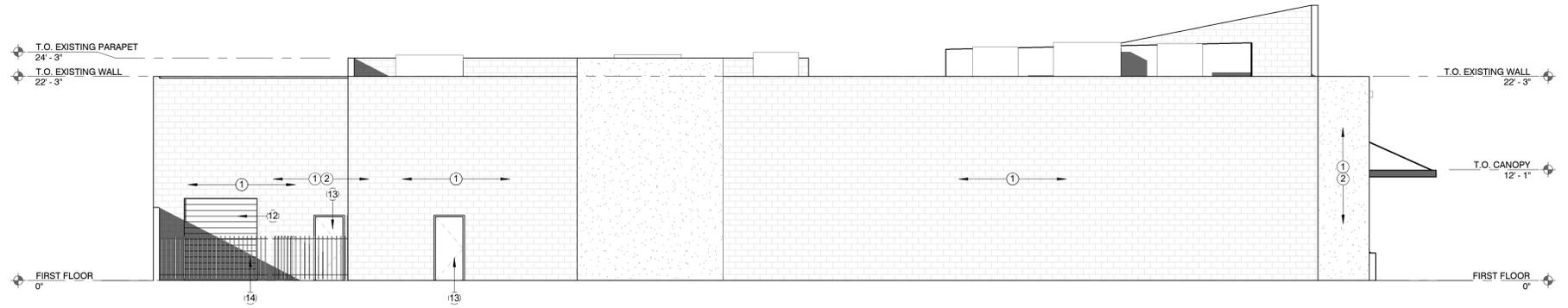
1 SOUTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



3 NORTH ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"

SHEET KEYED NOTES

- 1 EXISTING CMU WALL
- 2 EXISTING STUCCO FINISH
- 3 EXISTING STOREFRONT WINDOWS
- 4 EXISTING CANOPY
- 5 EXISTING METAL WALL CAP
- 6 EXISTING WINDOW
- 7 EXISTING PIPE BOLLARD, TYP.
- 8 EXISTING DOOR
- 9 EXISTING CLAD METAL COLUMN
- 10 NEW CONCRETE COUNTER TOP
- 11 EXISTING LOW WALL
- 12 EXISTING ROLL-UP DOOR
- 13 NEW DOOR
- 14 NEW 5'-0" FENCING W/ GATE
- 15 3M WINDOW FILM - BLACK
- 16 NEW STOREFRONT WALL SYSTEM

EXTERIOR ELEVATION GENERAL NOTES

- A. G.C. TO PATCH AND REPAIR STUCCO FINISH AS REQUIRED.
- B. EXISTING EXTERIOR LIGHTING TO REMAIN.



**REVEAL VINEYARD
 COMMUNITY CHURCH**
 13015 WEST GREENWAY ROAD
 EL MIRAGE, ARIZONA 85355



REVISIONS	

Phase: CD
 Drawn By: MM
 Reviewed By: LDB
 SDI Project No: 3637
 Date: 05/19/2016

Sheet:
A3.1
 EXTERIOR ELEVATIONS



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

27 September 2016

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon Street
Luke AFB AZ 85309-1629

Mr. Jose Macias
Development & Community Services
Planning and Zoning Department
12145 NW Grand Avenue
El Mirage 85335

Re: PZ16-0811; Reveal Church

Dear Mr. Macias

Thank you for the opportunity to provide additional comments on the Conditional Use Permit for the Reveal Church. The facility is located on 1.5 acres at 13015 W. Greenway Road in El Mirage AZ. The original request was to hold religious assemblies and activities in an existing 13,696 square foot facility in the Mirage Oasis Shopping Center. The updated request adds daycare services Monday through Friday on the site. The site is located one mile outside the 1988 JLUS 65 Ldn, "high noise or accident potential zones" as identified by A.R.S. § 28-8461 and is within the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

As described, this request will not negatively impact the flying operations at Luke AFB. Since the facility is located within the "territory in the vicinity of a military airport," it will be subjected to approximately 170 over flights per day. We recommend a strong notification program on the part of the applicant to inform any potential tenants about Luke AFB operations.

If you have any questions, please contact my Community Planner, Ms. Barbara Plante, at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read "James R. Mitchell", written over a horizontal line.

JAMES R. MITCHELL

cc:

Colonel David G. Shoemaker, Vice Commander, 56th Fighter Wing
Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>10/18/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u>X</u> OTHER: Contract Modification	SUBJECT: Consideration and action to authorize the City Manager to approve a contract modification to the construction services contract with Haydon Building Corp for City Hall in the amount not-to-exceed \$103,324.
DATE ACTION REQUESTED: <u>11/01/2016</u>		
<u>X</u> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer 
RECOMMENDATION: Authorize a modification to the construction services contract with Haydon Building Corp in the amount of \$103,324.
PROPOSED MOTION: I move we approve the Contract Modification as presented in the amount of \$103,324.
ATTACHMENTS: Contract Change Order Number 1 and supporting documentation

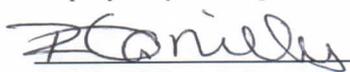
DISCUSSION: The City has contracted with Haydon Building Corp to construct the new City Hall. A contract modification is required to construct the Veterans Memorial; \$60K of the total cost will be funded by the Tohono O'odham Nation with the remainder coming from funds previously set aside for this project.

FISCAL IMPACT: \$103,324

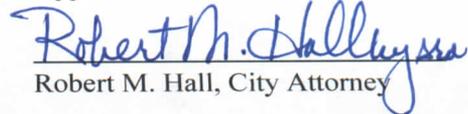
DEPARTMENT LINE ITEM ACCOUNT: 10-690-668 (\$43,324) and 73-400-479 (\$60,000)

BALANCE IN LINE ITEM IF APPROVED: \$120,871 and \$11,503

Deputy City Manager/Finance Director:


 Robert Nilles 10/28/16
 Date

Approved as to form:


 Robert M. Hall, City Attorney 10/28/16
 Date

City Manager:


 Dr. Spencer A. Isom 10/28/16
 Date



CONTRACT CHANGE ORDER No. 1

DCS - Engineering Division

12145 N.W. Grand Ave.
El Mirage, Az. 85335
Phone: (623) 876-2972
Fax: (623) 933-8418

PROJECT NO: EM15-F01

DATE: 11/01/16

CONTRACT FOR: City Hall

TO: Haydon Building Corp

You are hereby requested to comply with the following changes to the contract plans and specifications:

DESCRIPTION OF CHANGE (Supplemental Plans/Specs Attached)	Decrease In Contract Price	Increase In Contract Price
1. Veteran's Memorial Rock		\$ 61,746.00
2. Veteran's Memorial Site Amenities		\$ 41,578.00
TOTALS:	\$ 0.00	\$ 103,324.00
NET CHANGE IN CONTRACT PRICE:		\$ 103,324.00

JUSTIFICATION:

The original Contract Sum was:	\$ 6,600,000.00
Net change by previous Change Orders:	\$ 0.00
The Contract Sum prior to this Change Order was:	\$ 6,600,000.00
The Contract Sum will be (increased /decreased/unchanged) by this Change Order:	\$ 103,324.00
The new Contract Sum including this Change Order will be:	\$ 6,703,324.00
The Contract Time will be (increased/decreased/ unchanged) for this change.	
The Date of Completion as of the date of this Change Order therefore is:	December 24, 2016

Haydon Building Corp
CONTRACTOR

4640 E. Cotton Gin Loop
Phoenix, AZ 85040

By: _____

Date: _____

City of El Mirage
OWNER

12145 NW Grand Ave
El Mirage, AZ 85335

By: _____

Date: _____



HAYDON

Haydon Building Corp
4640 E. Cotton Gin Loop
Phoenix, AZ 85040
Phone: (602)296-1496

Pending Change Order

To: City of El Mirage
12145 N/W/ Grand Ave
El Mirage, AZ 85335
Ph: Fax:

Number: PCO-008
Date: 04/27/2016
Job: 10-1763-00 El Mirage City Hall

Description: Freedom Rock

Reason: Added Scope

Details: Modify contract to add "Freedom Rock" to the project. This change order includes the synthetic man-made rock only, furnished and installed by Cemrock and previously coordinated with the City directly. It includes Cemrock's 3 stage concept development with submittal reviews. The final rock size will be approx. 15'W x 12'D x 12' H.

This change order does not include the required excavation to install the rock, any hardscape or landscape modifications, handrails, electrical work, or any other changes associated with the rock. These details are still being determined by the City and Architekton. Once a final design is determined on the excluded items another change order will be processed for those items. In addition, please see exclusions on Cemrock's proposal attached.

Notes:

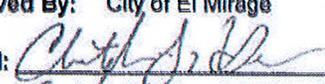
Description		Estimated Cost
Item :	1 Cemrock	
	Freedom Rock	54,275.00
		Subtotal Item 1 54,275.00
	BR Insurance	0.30% 171.00
	GL Insurance	0.80% 458.00
	Bond	0.80% 482.00
	Fee	5.00% 2,857.00
	Sales Tax	6.05% 3,523.00
	Total For Change Order	61,746.00

The schedule is Unchanged

If you have any questions, please contact me at (602)296-1496.

Submitted By: Jeremiah Hernandez
Haydon Building Corp

cc:


 Approved By: City of El Mirage
 Signed: 
 Date: 6-29-16



June 23, 2016

To: Jeremiah Hernandez
Haydon Building Corp.

RE: El Mirage Freedom Rock
REVISED Pricing

Mr. Hernandez,

Cemrock would like to thank you for taking the time to meet with us and for giving us the opportunity to help bring this project to life. We are excited at the prospect of becoming a team member on such an interesting and honorable undertaking. Cemrock has prepared the following pricing:

Base Price.....\$54,275

-Pricing includes the concept development for the rock. This includes a three stage process. Cemrock will begin with preparing conceptual color renderings of the rock representing the 50% stage of this process. These will be submitted for review. Based on the feedback received, Cemrock will prepare another set of renderings to be submitted as the 90% documents. After review of this stage, Cemrock will do any minor changes required and a final 100% construction documents will be submitted. Pricing is exclusive to these stages and submittals. If additional pre-construction work is required, additional costs will apply. Pricing also includes all labor, materials, and supervision for the fabrication and installation of the freedom rock. We will construct the rock on site using rebar and shotcrete per stamped engineering provided by Cemrock. Approximate dimensions of the rock are 15'W x 12'D x 12'H. The final texture will be hand-carved and painted to match the 100% construction documents. Pricing includes the fabrication of foundations to support the rock. Excavation of the foundations and Sales Tax are not included. Please review our attached scope matrix which further defines our inclusions and exclusions.

Cemrock has determined an on-site duration of 2-3 weeks to construct the rock and an additional 1-2 weeks to paint. We would like to thank you for the opportunity to bid this project; we look forward to working with your team!

Sincerely,

Christopher Conley
Estimator





El Mirage Freedom Rock
 Design and Fabrication of Rock
 6/23/2016

Item	Included	Excluded	Notes
Sales Tax		X	
One Mobilization	X		
Concept Development for Rock	X		As identified in proposal
One Year Warranty	X		
Reinforcement of Rockwork Features	X		Per rockwork engineering provided by Cemrock
Structural Shotcrete for Rockwork Features	X		Per rockwork engineering provided by Cemrock, No Integral Color
Hand Carved Texture Shotcrete for Rockwork Features	X		Per rockwork engineering provided by Cemrock, with Integral Color
Painting of Rockwork Features	X		
Engineering of Rock	X		
Rockwork Foundations	X		
Railing with Name Plates		X	
Bonds		X	
MBE/WBE		X	
Prevailing Wages		X	
Union Involvement		X	
Testing/Inspections/Permits		X	Cemrock Will Coordinate with Owner/Purchaser Provided Testing and Inspections
Geotechnical Services		X	
Weather Protection Including Tenting and Heating if Needed		X	To be Provided to Cemrock if Needed at No Extra Cost
Dewatering/Erosion Control/Temporary and Permanent Drainage Systems		X	
Excavation of Rockwork Footings		X	
All Site Earthwork, Excavation, and Hard Rock Excavation		X	
All Site Grading and Backfill		X	Grading to be Competed by Others Within 1/10 of a Foot
All Subbases Including Drain Rock		X	
Natural Plants, Landscaping, Soils, Etc.		X	
Export/Removal of Spoils		X	
Scale Model		X	
Bonding/Grounding of Metallic Objects (Including Rebar)		X	
Fencing		X	
Demolition		X	
Mechanical		X	
Electrical		X	



El Mirage Freedom Rock

Design and Fabrication of Rock

6/23/2016

*Purchaser/Owner shall provide Builder's Risk Coverage to include Cemrock, Cemrock's Subcontractors and lower tier Subcontractors as named insured with sufficient limits to cover the entire scope of work. Builder's Risk policy shall be written on a Special Form or "All Risk" basis to include finished portions of Cemrock installation as well as material at the site awaiting installation. The policy shall include a mutual waiver of subrogation by all covered parties. Purchaser/Owner shall be responsible for any deductible and shall provide a copy of said insurance to the Cemrock.

*This bid based upon mutually agreeable contract language which includes a mutually agreeable schedule and compensation in addition to time extensions for delays to our work caused by others regardless of receipt of same from Owner. *Cemrock shall be entitled for compensation for delays beyond Cemrock's control, regardless of payment for same by project Owner to Purchaser, including costs for additional labor, expenses and extensions of time. Cemrock will develop a mutually-agreeable schedule with the Purchaser.

All Pricing is US Dollars

*Cemrock will not warranty against defects inherent in the project design, or defects in work by others.

*Cemrock will execute Consensus DOC's to memorialize their agreement, supplemented and modified by this proposal, which shall be incorporated by reference in the final subcontract.

*A change in the price of any item of material of more than 5% between the date of this proposal and the date of installation shall warrant an equitable adjustment of the subcontract price.

In the event that Cemrock must fabricate or store materials off-site prior to on-site installation, Cemrock will be permitted to submit monthly applications for progress payments for the off-site materials.

*Purchaser shall provide full-time access to Cemrock's work, a washout area for concrete operations and adequate space for staging, access for shotcrete trucks within 100 feet, electrical power and water hookups, sanitation facilities and dumpsters for clean-up

*This proposal is valid for a period of thirty (30) days.

*Payment terms shall be per the subcontract, with no retention withheld. Payment to Cemrock shall not be conditioned upon receipt of payment by the Purchaser.

*Cemrock will not accept backcharges of any manner unless we are notified in writing within 48 hours of the backcharge cause.

*Cemrock will not indemnify the Purchaser or project Owner beyond responsibility for damages that are directly caused by Cemrock or its employees.

*Acceptance of this proposal is expressly limited to the terms of this proposal.



Haydon Building Corp
4640 E. Cotton Gin Loop
Phoenix, AZ 85040
Phone: (602)296-1496

Pending Change Order

To: City of El Mirage
12145 N/W/ Grand Ave
El Mirage, AZ 85335
Ph: Fax:

Number: PCO-019
Date: 06/28/2016
Job: 10-1763-00 El Mirage City Hall

Description: Fabric Structure, Hardscape & Handrails for Freedom Rock

Reason: Added Scope

Details: Modify contract in the Freedom Rock area per "Veteran Memorial at City Hall" site plan dated 7/25/16 Rev 3 (see attached). Changes include:

- Adding a canopy fabric structure
- Revised hardscape (increased concrete sidewalk and curbing)
- Revised landscaping (reduced grass and 2 trees)
- Added pavers in hardscape
- Setting two (2) Owner furnished precast concrete benches (see attached Agora twish series bench cutsheet)

Assumptions/Exclusions:

- We have figured that an additional city permit will not be required for the fabric structure and will be covered under the City Hall project. Additional fees will apply if a separate permit is needed

Notes:

Description		Estimated Cost
Item : 1	J&R Concrete	
Concrete		6,311.00
	Subtotal Item 1	6,311.00
Item : 2	G&G Masonry	
Masonry		3,621.00
	Subtotal Item 2	3,621.00
Item : 3	Castle Steel	
Steel		20,057.00
	Subtotal Item 3	20,057.00
Item : 4	European Pavers	
Pavers		978.00
	Subtotal Item 4	978.00
Item : 5	Ronning Landscape	
Landscaping		-1,411.00
	Subtotal Item 5	-1,411.00
Item : 6	Shade & Net	
Fabric Structures		23,880.00
	Subtotal Item 6	23,880.00



Haydon Building Corp
4640 E. Cotton Gin Loop
Phoenix, AZ 85040
Phone: (602)296-1496

Pending Change Order

To: City of El Mirage
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El Mirage, AZ 85335
Ph: Fax:

Number: PCO-019
Date: 06/28/2016
Job: 10-1763-00 El Mirage City Hall

BR Insurance	0.30%	168.00
GL Insurance	0.80%	451.00
Bond	0.80%	455.00
Fee	5.00%	2,813.00
Sales Tax	6.05%	3,468.00
Total For Change Order		<u>60,791.00</u>

The schedule is Unchanged

If you have any questions, please contact me at (602)296-1496.

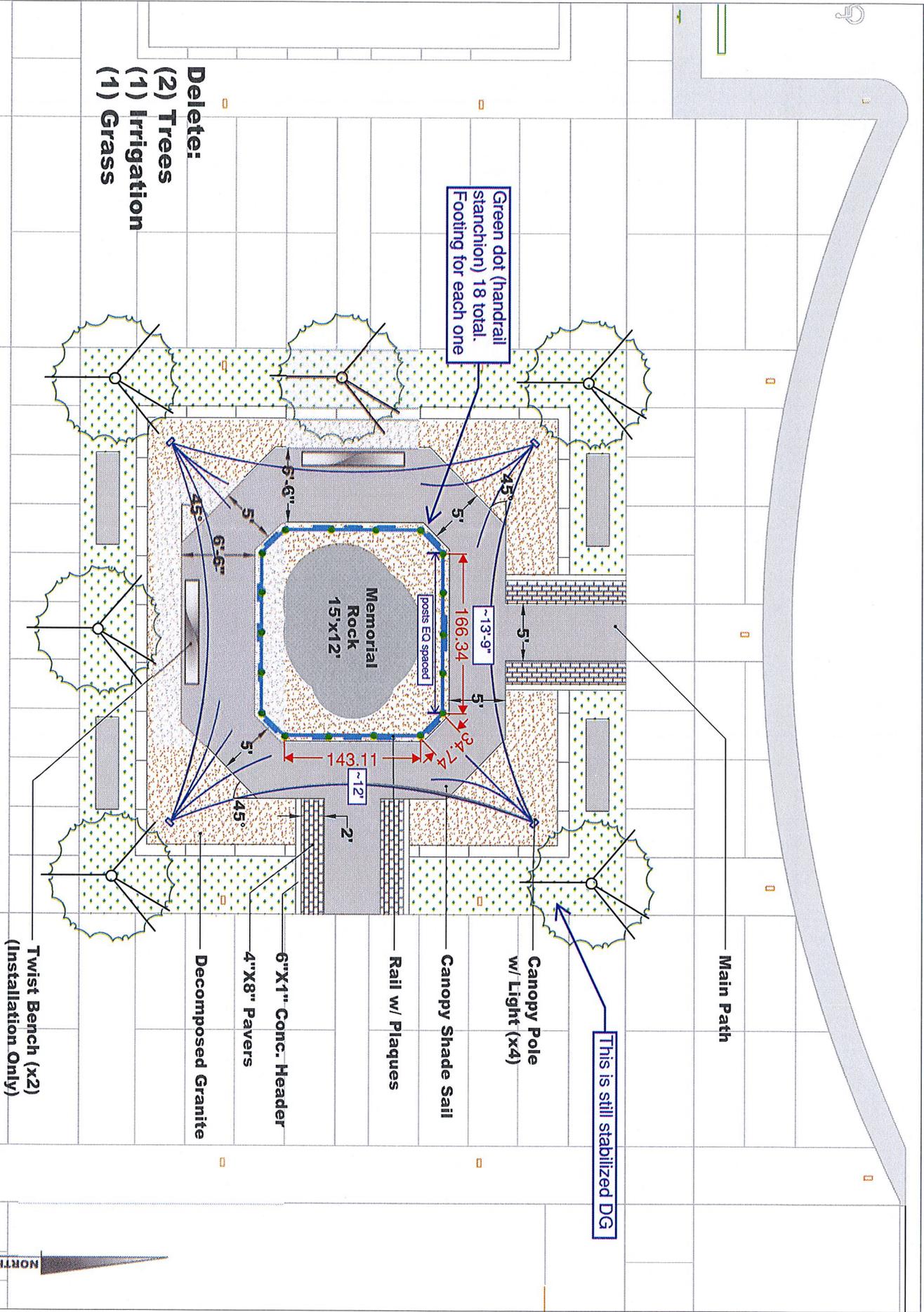
Submitted By: Jeremiah Hernandez
Haydon Building Corp

Approved By: City of El Mirage

cc:

Signed: _____

Date: _____



Green dot (handrail stanchion) 18 total. Footing for each one

This is still stabilized DG

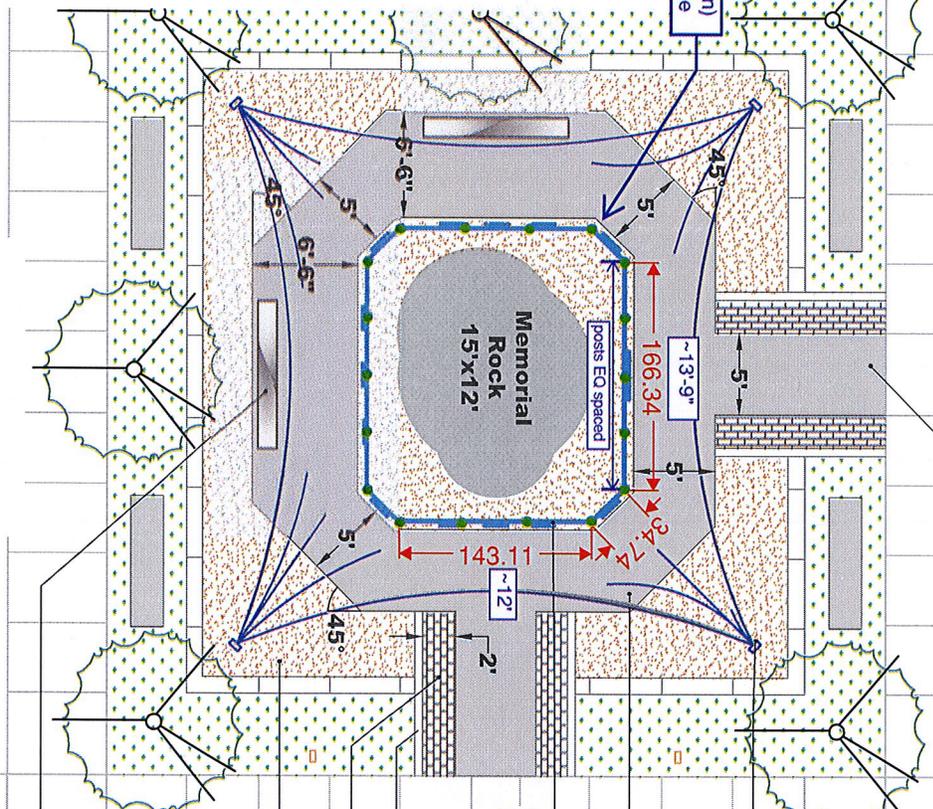
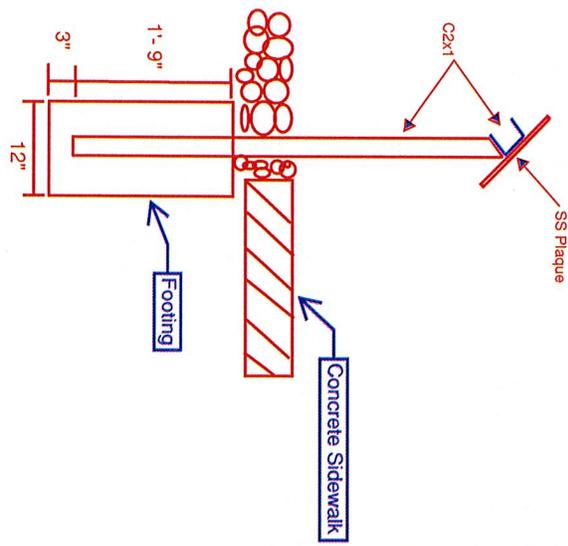
Delete:
 (2) Trees
 (1) Irrigation
 (1) Grass

VETERAN MEMORIAL at CITY HALL

Twist Bench (x2)
 (Installation Only)



Handrail Details - Sketched by Haydon
JSH 8/16/16



Main Path (Standard Broom Finish Concrete)

Canopy Pole w/ Light (x4)

Canopy Shade Sail

Rail w/ Plaques
 (13) 12" wide x 9" tall plaques
 (1) 24" wide x 9" tall plaque

6"X1" Conc. Header
 4"X8" Pavers

Decomposed Granite

Twist Bench (x2)
 (Installation Only)

Handrail Specs:
 - C2x1 brushed satin 304 stainless steel stanchions and handrail (no mid-rail required)
 - Plaques are to be 1/4" stainless steel plate
 - Handrail stanchion footer is 24" deep x 12" diameter



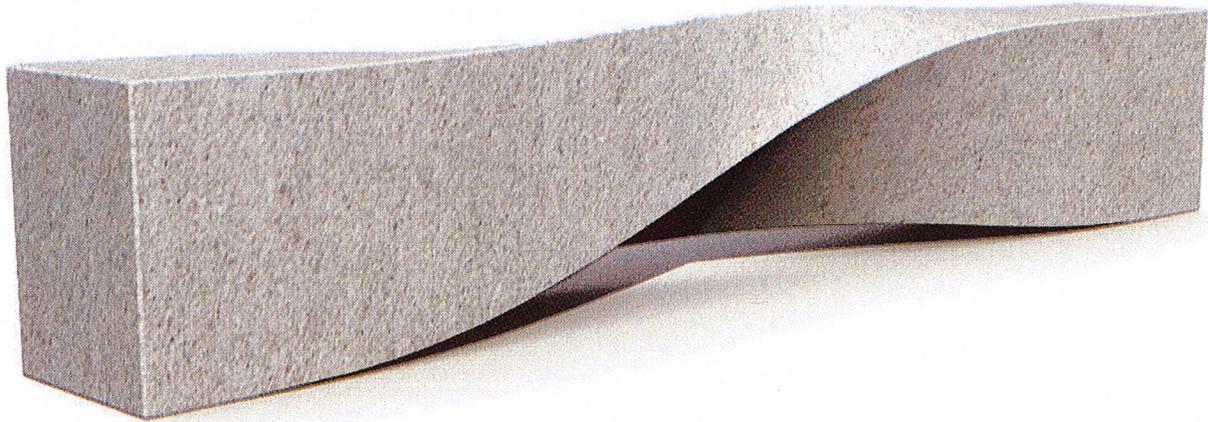
VETERAN MEMORIAL at CITY HALL

Owner furnished benches. To be set by Haydon only

Twist Series Bench



A concrete bench with a subtle twist.



Color

- Goldenrod Yellow, Argent White, Slate Grey, Sage Green, Russet Brown
- Custom color mixing available

Surface Finish

- Acid Etched
- Heavy Acid Etched
- Rusticated Finish
- Optional honed or polished top surface

Size

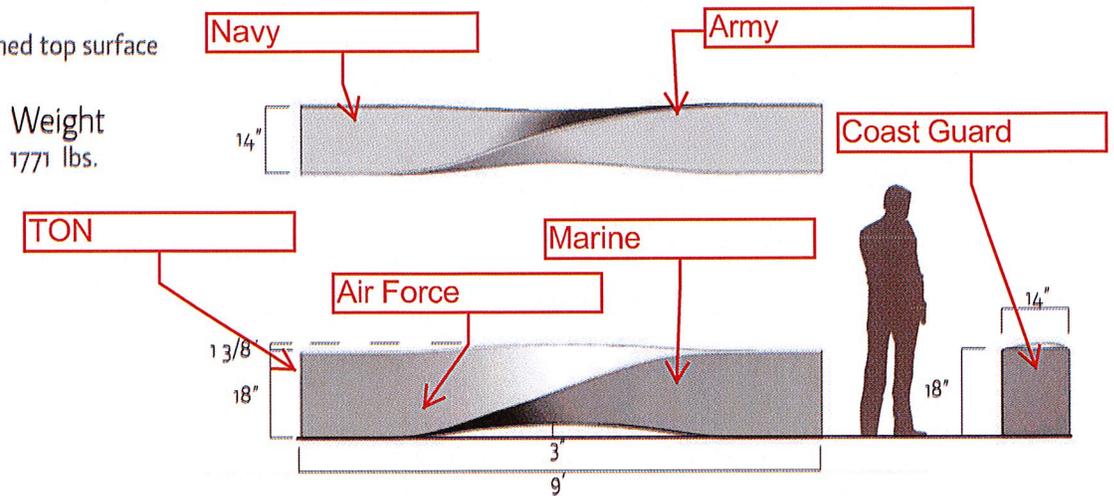
Height: 18" tall
Width: 14" wide
Length: 9'-0" long

Model Number
Q1TW108B

*Two bench types
form continuous seating

Product Description

The Twist Bench is a rhythmic, sleek sweeping design featuring a prominent 'twist' that both guides the form and provides smooth and sensible seating for up to four. Its elegant curvature lifts to become a bridge before descending back to the ground. The Twist Bench is repeatable, allowing it to stand on its own or form links of continuous seating. Each Twist Bench has two different surface textures, that can be custom ordered.



+ CLIFF GARTEN STUDIO FOR



Twist Series

Cast Recycled Concrete Products
by Cliff Garten Studio for QCP



Contracting Services, Inc.

16025 W Dale Lane - Surprise, AZ 85387
(623)764-6520 email: jimbo88j3r@gmail.com
ROC. LICENSE No. KB-1 295329

Date August 30, 2016

Attn: Todd Thomas/Jeremiah Hernandez
Company Name: Haydon Building Corp
Address: 4640 E Cotton Gin Loop
Phoenix, AZ 85040

RE: Project: 10-1763-00 El Mirage City Hall
J&R# 1036

Change Order Request No: Three (3) **REVISION IV**

Scope of Work:

- 1. Excavate 66 ln. ft. x 12" x 12" (foundation by others)
 - Spoils to be left on site.

.....\$650.00
- 2. 25 ln. ft. ribbon curb per MAG 220-1 type B.
- 3. 604 sq. ft. 4" standard grey sidewalk over 4" ABC.....\$3,170.00

Option I

- Set (18) G.C. furnished railing post in 24" x 12" diameter footings.....\$2,491.00

TOTAL = \$6,311

***EXCLUDE; Subgrade prep.

If you have any questions or comments regarding this Change Order Request, please feel free to contact our office at 623-764-6520. Thank you for your time and attention to this matter.

Sincerely,

Jim Everett

Jim Everett – Project Manager
623-764-6520
jimbo88j3r@gmail.com



5350 W. Bell Road
Suite C 122 PMB 295
Glendale, AZ 85308
(602) 942-1983 Main
(602) 978-8806 Fax
License 081070 CR31

August 15, 2016

Haydon Building Corp
4640 E Cotton Gin Loop
Phoenix, AZ 85040
(602) 296-1496

Re: El Mirage City Hall
4640 E Cotton Gin Loop
Phoenix, AZ 85040
Setting Benches

Todd Thomas, Project Engineer:

Our cost to set two precast benches per the cut sheet emailed to us on 8/8/16 and the Veterans Memorial layout emailed to us on 8/4/16 will be \$3,621.00. This includes the necessary labor and equipment to set the benches. The breakdown is as follows:

Labor:

Project Manager	1.0	hours	x	\$ 60.00	=	\$ 60.00
Blocklayers (3)	24.0	hours	x	\$ 33.25	=	\$ 798.00
Labor Total					=	\$ 858.00

Materials:

Truck Crane Rental for 1 Day					=	\$ 1,529.00
Rigging Equipment					=	\$ 261.76
Mobilization					=	\$ 500.00
Materials Total					=	\$ 2,290.76

Overhead & Profit					=	\$ 472.24
Total					=	\$ 3,621.00

The benches are to be provided by others and are to be on site at the time of our scheduled installation. If you have any questions, please feel free to contact us.

Regards,

Glenn T. Hottmann
Owner

Cc: Jeremiah Hernandez, Project Manager
Cc: Jason Eccles, Project Superintendent



3828 N. 35th Avenue • Phoenix, Arizona 85017 • Office: 602-243-2766 • Fax 602-243-7746

Change Order Request #003 REVISED

Date: 8/26/16 REVISED 9/21/16
Castle Steel Job #: 1222
Project Name: El Mirage City Hall
Submitted to: Jerimiah
GC Name: Haydon Building Corp

Description of Work:

This change order is per the written direction of PCO 019. This change order is for the supply and installation of the stainless steel memorial handrail with plaques based on provided sketches. Any modifications to the sketches provide will be at additional cost by others and must be approved in writing before changes can be made. All holes and concrete is by others and not by Castle Steel Inc.

Amount of Change: \$20,057.00

- **For questions concerning this Change Order:** Contact Tony Zinsmeyer by phone at 605-415-5769 or email at tonyz@castlesteelinc.com.
- **Fax or mail approvals or denials to the Castle Steel Inc. office.** ATTN: Tony Zinsmeyer. You may reach Tony by email at tonyz@castlesteelinc.com.

For Castle Steel Office Use

Approved By: _____

Date of Approval: _____

Date Billed: _____

Signature: _____

Castle Steel Inc.
 Phoenix, AZ 85017

Change Order

Date	Invoice #
8/24/2016	5130

Bill To
Haydon Building Corp 4640 E Cotton Gin Loop Phoenix, AZ 85040

P.O. No.	Project

Description	Qty	Total
El Mirage City Hall Change Order No. 003 Per Haydon PCO 019 Budget Pricing Only REV 003		
Lump Sum Stainless Steel Rail Stainless Steel Rail Supply & Install Sub Contracted	1	18,233.25
Sub Total		18,233.25
Mark up		1,823.33
Total		20,056.58
Total		\$20,056.58

Signature _____

Phone #	Fax #
602-243-2766	602-243-7746

Arizona Branch
Tel (602) 253-5242
Fax (602) 797-0147
Res. ROC092284
Com. ROC092211

European Pavers Southwest, Inc.
Segmental Paving Specialists For Over 25 Years
P O Box 21087, Phoenix, AZ 85036

August 17, 2016

Haydon Building Corp.

Attention: Thomas

Re: Veterans Memorial

To add pavers per the Veteran's Memorial Sketch (~100 sf) in 4 areas will be as follows:

- Materials: \$300
- Sand/ABC: \$100
- Labor: \$450
- OHP (15%): \$128
- TOTAL = \$978

If you have any questions regarding this bid I can be reached at 602-721-6470
Respectfully submitted,

Mark T. Rex
European Pavers Southwest Inc.

Ronning Landscaping Inc.

(480) 946-6261 Fax (480) 946-1410
535 E. McKellips Rd. Suite #127
Mesa, Az 85203

"Installation of Landscaping and Irrigation Systems"

Haydon Building Corp.
Todd Thomas
RE: El Mirage City Hall

Veteran's Memorial

Add 7 tons of granite: \$253.75 (D.G. not included in main path)

Deduct 1300sf of Tifway sod: \$940.00

Deduct (2) 36" Mulga Acacia: \$725.00

Total Deduct for Veteran's Memorial <\$1411.25>

The above deduction would replace the stabilized D.G. around the Memorial on the current plan. This is also assuming that the trees pictured on the drawing would be the same trees that are currently on the plan (36" Mulga Acacia)



September 22, 2016

ATTN: Jeremiah Hernandez

PROPOSAL FOR: El Mirage City Hall – Vet Memorial Project

PROPOSAL:

Manufacture and install a 32'x32' tensile shade fabric sail structure utilizing 4 support columns with connection heights at 12'6" and 17'6" above finish grade (Per drawing provided).

To supply materials	\$13,160.00
To powder coat paint steel components	Included
To dig/pour 4 footings & install (Includes crane service charges)	\$ 7,120.00
Deep drill service charges	\$ 1,750.00 (Plus \$18.00 per broken bit tooth)
To haul away excavated footing spoils	\$ 1,000.00 *Optional
To provide stamped structural engineering	\$ 850.00
To process permit application (Permit fees additional)	\$ 800.00 Optional; NOT included in total
Total	\$23,880.00, Resale

Lead time: 8 weeks from issuance of permit.

Warranty: Shade fabric carries an 8 year limited warranty.

**Excavated footing spoils may be left at job site at no charge.*

ATTRACTIVE AND ECONOMICAL - The netting comes in a choice of brilliant colors. The standard coating for the steel components is **Powder Coating**.

SUN PROTECTION - "Commercial 95" - a high density polyethylene shade fabric offers excellent sun protection due to its' **U.V. stabilized property**. The cloth has been stentered for durability in the most intense summer heat and **blocks up to 98% of harmful UV rays**. Because the material is **permeable** heat is not trapped underneath.

ENGINEER DESIGNED - The structures have been designed by professional engineers to conform to local building codes and withstand severe wind loads.

FIRE RATING – E/84 CLASS A – Horizontal NFPA 701.

Should you have any questions or require further information please contact me for prompt attention.

Yours in sun protection,

George Johnson, Shade' N Net



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>10/18/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <u> X </u> OTHER: Contract	SUBJECT: Consideration and action to authorize the City Manager to waive the formal bidding process and to enter into a construction contract with Kimbrell Electric, Inc. to construct a pedestrian signal at the intersection of Cactus Road and 127 th Avenue in an amount of \$90,349 including contingency.
DATE ACTION REQUESTED: <u>11/01/2016</u>		
<u> X </u> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer JG
RECOMMENDATION: Approve to authorize the City Manager to waive the formal bidding process and to enter into a construction contract with Kimbrell Electric, Inc. to construct a pedestrian signal at the intersection of Cactus Road and 127 th Avenue in an amount of \$90,349 including contingency.
PROPOSED MOTION: I move we approve entering into a contract with Kimbrell Electric, Inc. as presented.
ATTACHMENTS: Kimbrell Electric, Inc. Quote, Quote Tabulations, Design Plans

DISCUSSION: This project will install one High intensity Activated crossWalk beacon (HAWK) pedestrian signal, at the intersection of Cactus Road and 127th Avenue. Four (4) quotes were received and Kimbrell Electric, Inc. provided the lowest responsible quote. As time is of essence and in order to provide a safe student crossing at this intersection in a timely manner, this item is also requesting to waive the formal bidding process. The amount requested will allocate \$82,135.36 for construction and \$8,213.64 in contingency.

FISCAL IMPACT: \$90,349

DEPARTMENT LINE ITEM ACCOUNT: 10-690-920

BALANCE IN LINE ITEM IF APPROVED: \$129,135

Deputy City Manager/Finance Director:

_____ 10/28/16
 Robert Nilles Date

Approved as to form:

_____ 10/28/16
 Robert M. Hall, City Attorney Date

City Manager:

_____ 10/28/16
 Dr. Spencer A. Isom Date

BID SCHEDULE – ADDENDUM NO. 2

City of El Mirage

**127th Avenue & Cactus Road HAWK Signal
(Project No. EM16-ST01)**

Pursuant to request for bids, the Contractor proposes to complete work, including furnishing all labor and materials, per the Plans at the Following prices.

This Schedule of Items and Prices shall be completed in ink or typed by the Bidding Contractor. In case of discrepancy between the unit cost and extended amount, the unit cost shall control and a new extended amount shall be determined. Corrections to the unit price or extended amount made prior to submitting the bid are acceptable provided the amount to be replaced is struck through and the replacement value clearly written and initialed; except that Allowance Items shall not be adjusted.

Prices must be entered for each item and the appropriate subtotal and total blank shall be filled out.

Bidder agrees to perform all the necessary work to complete the **127th Avenue & Cactus Road HAWK Signal (Project No. EM16-ST01)**.

Bid Schedule of unit price(s) for items of work are included on the following pages for both the Base Bid as well as a number of Alternate Bid items. The unit prices shall include the cost of insurance, bonds, permits, taxes, and other necessary fees to perform this work.

Also included is a description of each of the items in the Bid Schedule for clarification purposes. Please review all provided information, fill in the Bid Schedules and sign the final sheet.

All items revised in the current addendum noted at the top of the page are shown in red.



BID SCHEDULE

127th Avenue & Cactus Road HAWK Signal

Solicitation Number: EM16-ST01

DCS - Engineering Department

12145 NW Grand Avenue

El Mirage, AZ 85335

Phone: (623) 876-2974

Fax: (623) 933-8418

Due: October 7, 2016

3:00 PM, Arizona Time

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST IN WRITING	UNIT COST IN FIGURES	TOTAL
1	MOBILIZATION/DEMOBILIZATION	LS	1	One thousand seven hundred forty-seven dollars and forty-three cents	\$1,747.43	\$1,747.43
2	WARNING, MARKER OR REGULATORY SIGN PANEL	SF	110	Two thousand fifty dollars and forty cents	\$18.64	\$2,050.40
3	PERFORATED SIGN POST AND FOUNDATION PER COEM STD.DET. 132-1 & 132-2	EA	6	one thousand one hundred eighteen dollars and thirty-four cents	\$186.39	\$1,118.34
4	TRAFFIC CONTROL	LS	1	Two thousand nine hundred twelve dollars and thirty-eight cents	\$2,912.38	\$2,912.38
5	OBLITERATE PAVEMENT MARKING	LS	120	Four hundred eighty-nine dollars and sixty cents	\$4.08	\$489.60
6	THERMOPLASTIC STRIPING, WHITE, 90 MIL (4" WIDTH EQUIVALENT)	LS	1400	Eight hundred twelve dollars	\$0.58	\$812.00
7	TRAFFIC SIGNAL POLE (TYPE 'Q' OR 'R') (TRANSPORT & INSTALL ONLY)	EA	2	Two thousand seven hundred forty-three dollars and forty-six cents	\$1,371.73	\$2,743.46
8	TRAFFIC SIGNAL POLE FOUNDATION (TYPE 'Q' OR 'R')	EA	2	Five thousands five hundred ninety-one dollars and seven-six cents	\$2,795.88	\$5,591.76
9	MAST ARM (40' OR 45') (TRANSPORT & INSTALL ONLY)	EA	2	Three thousand seven hundred seventy-seven and thirty-six cents	\$1,888.68	\$3,777.36
10	ELECTRICAL CONDUIT & INSTALLATION (2.5" PVC, SCH 40)	LF	90	One thousand two hundred fifty-eight dollars and fifteen cents	\$13.98	\$1,258.15
11	ELECTRICAL CONDUIT & INSTALLATION (3" PVC, SCH 40)	LF	40	Eight hundred thirty-eight dollars and eighty cents	\$20.97	\$838.80
12	ELECTRICAL CONDUIT & INSTALLATION (2 - 3" PVC, SCH 40)	LF	100	Three thousand seven hundred twenty-eight dollars	\$37.28	\$3,728.00
13	PULL BOX (NO. 7)	EA	1	Five hundred twenty-four dollars and twenty-three cents	\$524.23	\$524.23
14	PULL BOX (NO. 7) WITH EXTENSION	EA	1	Five hundred fifty-three dollars and thirty-five cents	\$553.35	\$553.35
15	CONDUCTORS	LS	1	Five thousand six hundred fifty dollars and one cent	\$5,650.01	\$5,650.01
16	TRAFFIC SIGNAL FACE (TYPE 'T')	EA	6	Three thousand eighty-five dollars and ninety-eight cents	\$514.33	\$3,085.98
17	TRAFFIC SIGNAL FACE (PEDESTRIAN MAN/HAND W/COUNTDOWN)	EA	2	Seven hundred twenty-three dollars and forty-four cents	\$361.72	\$723.44
18	PEDESTRIAN PUSH BUTTON W/SIGN (AUDIBLE & PROGRAMMABLE)	EA	2	One thousand one hundred eighty-three dollars and ninety-six cents	\$591.98	\$1,183.96
19	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EA	4	Five hundred fifty-six dollars and eighty-four cents	\$139.21	\$556.84
20	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE XI)	EA	4	Five hundred seventy-five dollars and forty-eight cents	\$143.87	\$575.48
21	CONTROLLER CABINET (TYPE IV)	EA	1	Twenty-four thousand four hundred thirty-six dollars	\$24,436.00	\$24,436.00
22	CONTROLLER CABINET FOUNDATION & COURTESY PAD	EA	1	One thousand one hundred thirteen dollars and sixty-nine cents	\$1,113.69	\$1,113.69
23	METER PEDESTAL CABINET	EA	1	Two thousand two hundred fifty-seven dollars and sixty-seven cents	\$2,257.67	\$2,257.67



BID SCHEDULE

127th Avenue & Cactus Road HAWK Signal

Solicitation Number: EM16-ST01

DCS - Engineering Department

12145 NW Grand Avenue

El Mirage, AZ 85335

Phone: (623) 876-2974

Fax: (623) 933-8418

Due: October 7, 2016

3:00 PM, Arizona Time

24	METER PEDESTAL CABINET FOUNDATION	EA	1	Five hundred twenty-four dollars	\$524.23	\$524.23
25	7'x7'x10' CONCRETE PAD & RAMP MODIFICATION PER DETAIL ON SHEET 1	EA	2	Eight thousand one hundred fifty-four dollars and sixty-six cents	\$4,077.33	\$8,154.66
26	POTHOLING	LS	1	Seven hundred twenty-eight dollars and nine cents	\$728.09	\$728.09
27	ALLOWANCE	ALLOW	1	FIVE THOUSAND DOLLARS	\$5,000.00	\$5,000.00
Contractor's Name: Kimbrell Electric, Inc.						
TOTAL BASE BID						\$82,135.31

DESCRIPTION OF BID ITEMS

BASE BID

1. **Mobilization/Demobilization** – Measurement and payment will be as a Lump Sum. Payment shall be compensation in full for all related items and all incidental work not specifically covered in other pay items. The City shall compensate the Contractor for a one time, round trip mobilization/demobilization of the contractor's personnel equipment, supplies and incidentals, establishment of offices, buildings and other facilities, required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site. Mobilization/demobilization will be measured for payment by the lump sum as a single complete unit of work. Payment, measured as provided above, will be made at the contract lump sum price. Payment shall be made in two equal portions. The first payment shall be paid with the CONTRACTOR'S initial billing and shall be made for ½ of the total line item price. The final payment shall be paid as part of the final payment due the CONTRACTOR once the project has been accepted as complete by the City.
2. **Warning, Marker or Regulatory Sign Panel** - As called out on the plans.
3. **Perforate Sign Post and Foundation per COEM Standard Drawing 132-1 & 132-2** – See attached details.
4. **Traffic Control** - Measurement for Traffic Control shall be made on a Lump Sum basis. This lump sum measurement shall include all materials, equipment and labor necessary to facilitate traffic control. Items of Traffic Control include but are not limited to the obliteration of existing and temporary pavement markings, pilot cars, flagmen, barricades, sign panels, sign stands, warning lights, temporary pavements and steel plates and off-duty police officers.
5. **Obliterate Pavement Marking** – Remove existing striping via water blasting or other method approved by the City.
6. **Thermoplastic Striping, White, 90 mil, (4" width equivalent)** – Includes 12" wide stop bars and placing thermoplastic over existing yellow thermoplastic ladder crossing.
7. **Traffic Signal Pole (Type 'Q' or 'R') (Transport & Install Only)** – The City has existing poles that have been removed from another intersection. The Contractor will be required to pick up the poles from the City's Wastewater Treatment Plant (12000 W. Peoria Avenue) and transport the poles to the project site and install. The top of the pole would also have to be cut 3 feet above the mast arm and a new cap placed. The City will only provide the poles, the contractor will be responsible for anchor bolts and any other hardware required to set the pole and that should be reflected in the cost.
8. **Traffic Signal Pole Foundation (Type 'Q' or 'R')** – Per the ADOT details.
9. **Mast Arm (40' or 45') (Transport & Install Only)** - The City has existing mast arms that have been removed from another intersection. The Contractor will be required to pick up the poles from the City's Wastewater Treatment Plant (12000 W. Peoria Avenue) and transport the arms to the project site and install. The City will only provide the mast arms, the contractor will be responsible for any hardware required to attached the arms to the signal pole and that should be reflected in the cost.
10. **Electrical Conduit & Installation (2.5" PVC, SCH 40)** – This item should include the cost for material as well as all costs associated with the installation including pavement removal and replacement, directional boring, etc.
11. **Electrical Conduit & Installation (3" PVC, SCH 40)** – See #10.
12. **Electrical Conduit & Installation (2 - 3" PVC, SCH 40)** – See #10.
13. **Pull Box (No. 7)** – Per plan and the City's Qualified Products List (attached).
14. **Pull Box (No. 7) with Extension** – Per plan and the City's Qualified Products List.
15. **Conductors** – Shall include all costs associated with installing the lines in the Conductor Schedule shown on the plans.
16. **Traffic Signal Face (Type 'T')** – Per the ADOT Detail.
17. **Traffic Signal Face (Pedestrian Man/Hand w/Countdown)** – Per plan and the City's

Qualified Products List.

18. **Pedestrian Push Button w/Sign (Audible & Programmable)** - Per plan and the City's Qualified Products List. Unit must meet all ADA standards and provide an audible message (i.e. Wait, Walk sign is on to cross Cactus Road, etc.).
19. **Traffic Signal Mounting Assembly (Type II)** - Per plan and the City's Qualified Products List.
20. **Traffic Signal Mounting Assembly (Type XI)** - Per plan and the City's Qualified Products List.
21. **Controller Cabinet (Type IV)** – Must include the cabinet, controller, MMU, Power Supply and all other equipment necessary to provide a functioning signal. The plans and the City's Qualified Products List provide additional information.
22. **Controller Cabinet Foundation & Courtesy Pad** - Per the ADOT details.
23. **Meter Pedestal Cabinet** - Per plan and the City's Qualified Products List. Must include the all equipment necessary to provide a functioning signal.
24. **Meter Pedestal Cabinet Foundation** - Per the ADOT details.
25. **7'x7'x10' Concrete Pad & Ramp Modification per Detail on Sheet 1** – Per plan.
26. **Potholing** – Include all costs necessary to perform potholing of existing utilities or any other field exploration required to perform the work.
27. **Allowance** – This amount was added to cover the cost of the as-builts and any APS fees.

ALTERNATE BASE BID

- 7a. **Traffic Signal Pole (Type 'Q' or 'R') (Transport, Powder coat & Install)** – This item is the same as #7 above except it would require the poles and any hardware to be powder coated color Cardinal #T013-BK62 (Textured Black). This cost should include any transport to and from the painting contractor. The painter should treat the poles prior to powder coating in order to remove various tape, epoxy, dirt, etc. that has built up over time. Also please fill out the question from the City at the bottom of this sheet asking how long the powder coating is anticipated to take.
- 9a. **Mast Arm (40' or 45') (Transport, Powder coat & Install)** - This item is the same as #9 above except it would require the mast arms and any hardware to be powder coated color Cardinal #T013-BK62 (Textured Black). This cost should include any transport to and from the painting contractor. The painter should treat the arms prior to powder coating in order to remove various tape, epoxy, dirt, etc. that has built up over time.
- 21a. **Controller Cabinet (Type IV) (Powder coated)** – This item is the same as #21 above except it would require the cabinet to be powder coated color Cardinal #T013-BK62 (Textured Black).
- 23a. **Meter Pedestal Cabinet (Powder coated)** - This item is the same as #23 above except it would require the cabinet to be powder coated color Cardinal #T013-BK62 (Textured Black).
- 23b. **Combo Meter Pedestal & UPS/BBU Cabinet** – As an alternative to the meter pedestal cabinet in Items 23 & 23a, provide a cost for the installation of a combination Meter Pedestal and UPS/Battery Back Up System along with all of the necessary equipment.
- 23c. **Combo Meter Pedestal & UPS/BBU Cabinet (Powder coated)** - This item is the same as #23b above except it would require the cabinet to be powder coated color Cardinal #T013-BK62 (Textured Black).
- 28a. **Ethernet Module** – Cost to install Ethernet switch in the controller cabinet.
- 29a. **Remove Ex. Concrete Ramp and Install Concrete Ramp Per City of Phoenix Standard Detail P1240 (modified)** – As an alternative to the retrofit concrete pad of Item #25, provide a cost for the removal of the existing ramps adjacent to the proposed signal poles and replace them with COP Std. Det. P1240 (attached). This cost should include all removals including curb, gutter, apron, pavement, etc. and any replacement.
- 30a. **Powder coating Mounting Brackets & Hardware**– Provide a cost for powder coating any hardware associated with items that will be attached to the signal poles in order to match the

color.

How long is the powder coating of the poles, mast arms and other equipment anticipated to take?

The unit prices for the **127th Avenue & Cactus Road HAWK Signal (Project No. EM16-ST01)** shall include all labor, materials, water disposal, bailing, shoring, removal, disposal, overhead, profit, insurance, t a x e s , and all other related costs and work to cover the finished work and provide a finished product.

RESPECTFULLY SUBMITTED BY:

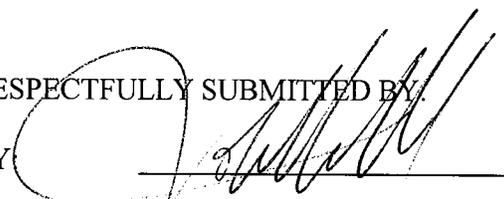
BY

TITLE:

FIRM:

ADDRESS:

PHONE:



Vice President

Kimbrell Electric, Inc.

7593 North 73rd Drive
Glendale, Arizona 85303

(602) 265-2111

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT KIMBRELL ELECTRIC, INC.

(hereinafter "Principal"), as Principal and Hartford Fire Insurance Company

hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut

with its principal offices in the City of Hartford holding a certificate of

authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to

Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of El Mirage, Arizona

(hereinafter "Obligee"), in the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

127th Avenue & Cactus Road HAWK Signal (Project No. EM16-ST01).

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

Witness our hands this 5th of October, 2016

KIMBRELL ELECTRIC, INC.
PRINCIPAL SEAL

By: [Signature]

Title: Vice Pres

Hartford Fire Insurance Company
SURETY SEAL

By: [Signature]
John M. Pearson Attorney-in-Fact

VALLEY BONDING
AGENCY OF RECORD

10338 Rodgers Circle, Sun City, Arizona 85351
AGENCY ADDRESS

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code 59-307011

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

John M. Pearson
of
Phoenix, AZ

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Scott Sadowsky

Scott Sadowsky, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 5, 2016.

Signed and sealed at the City of Hartford.



Gary W. Stumper

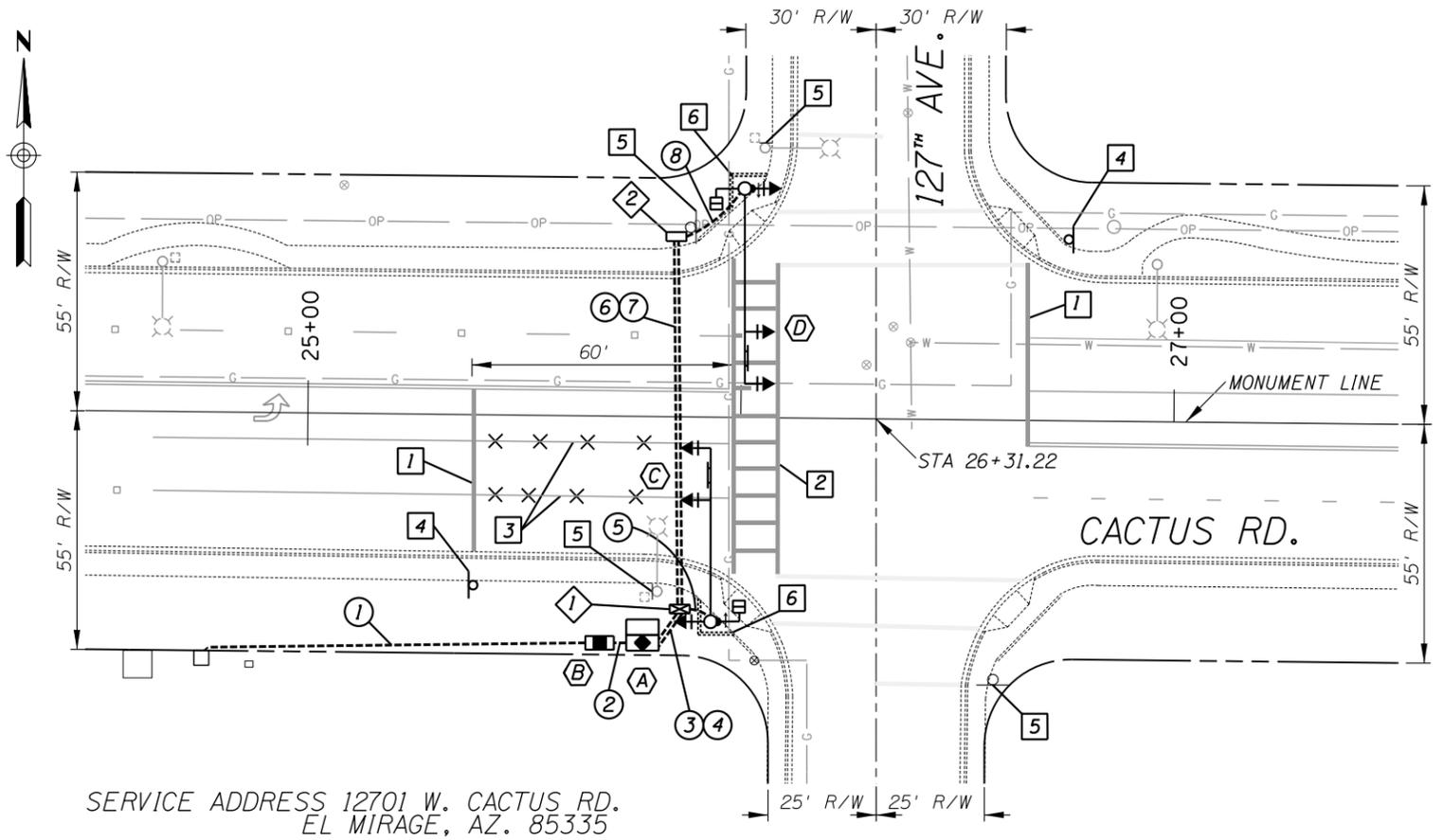
Gary W. Stumper, Assistant Vice President

Contractor	Base Bid	Alt Bid A	Alt Bid B	Alt Bid C	Alt Bid D
Redhawk	\$105,770.00	\$109,470.00	\$110,670.00	\$105,770.00	\$110,670.00
CS Construction	\$99,500.00	\$105,772.00	\$106,872.00	\$106,000.00	\$113,372.00
Kimbrell Electric	\$82,135.36	\$87,779.54	\$92,568.06	\$82,135.36	\$92,568.06
AJP Electric	\$79,709.00	\$83,009.00	\$85,309.00	\$85,859.00	\$91,459.00

Descriptions:

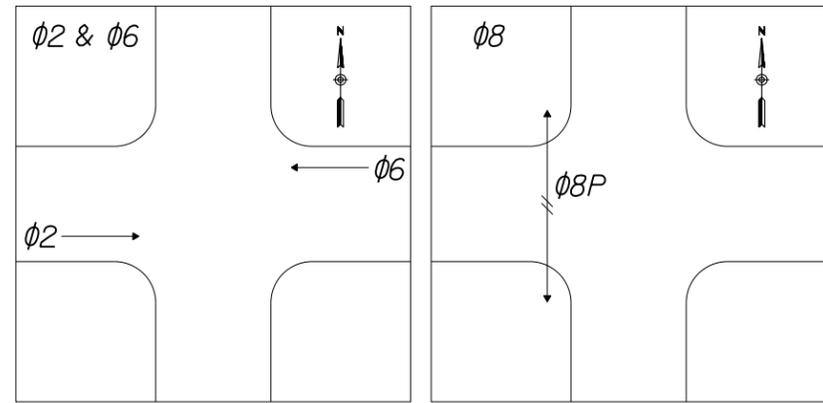
1. Base Bid includes HAWK where nothing is powder coated.
2. Alt Bid A is the Base Bid except the poles, mast arms and mounting brackets/hardware are powder coated.
3. Alt Bid B is the same as the Alt Bid A but the controller cabinet and meter pedestal are also powder coated.
4. Alt Bid C is the Base Bid with reconstructed sidewalk ramps, in lieu of ramp modifications
5. Alt Bid D is Alt Bid B with reconstructed sidewalk ramps, in lieu of ramp modifications.
6. Items 23b, 23c and 28a are not being considered in any of these prices

SURVEY NO. FINISHED PLANS REVISIONS- DATE- LOCATION- DATE- REVISIONS- DATE- LOCATION- DATE- REVISIONS- DATE-



SERVICE ADDRESS 12701 W. CACTUS RD.
EL MIRAGE, AZ. 85335

PHASING SCHEMATIC



PULL BOX SCHEDULE		
NO.	TYPE	LOCATION
1	NO. 7 W/EXT	STA 25+86, 44 RT
2	NO. 7	STA 25+86, 42 LT

LEGEND

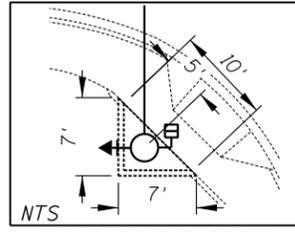
- CONDUIT
- NO. 7 PULL BOX
- ⊞ NO. 7 PULL BOX W/EXT
- METER PEDESTAL
- ◻ CONTROLLER CABINET
- SIGNAL POLE
- ⊞ PEDESTRIAN HEAD
- ➔ SIGNAL HEAD
- PEDESTRIAN PUSH BUTTON
- ⊞ EQUIPMENT CALL OUT (SEE POLE SCHEDULE)
- ⊞ CONDUIT CALL OUT (SEE CONDUCTOR SCHEDULE)
- ⊞ PULL BOX CALL OUT (SEE PULL BOX SCHEDULE)
- ⊞ INSTALLATION NOTE

CONSTRUCTION NOTES

- THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS FOR TRAFFIC CONTROL, BARRICADING, SIGNING AND STRIPING AS PER THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) ADOPTED BY THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT), AND THE CITY OF PHOENIX TRAFFIC BARRICADE MANUAL, LATEST EDITION.
- PRIOR TO CONSTRUCTION/ORDERING OF EQUIPMENT, THE CONTRACTOR SHALL POTHOLE AND VERIFY LOCATIONS OF UTILITIES THAT MAY BE IN POTENTIAL CONFLICT WITH SIGNAL DESIGN. LOCATION OF UTILITIES ON THIS PLAN ARE FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT BLUESTAKE AND ALL INVOLVED AGENCIES PRIOR TO CONSTRUCTION. REPAIR OF POTHOLES SHALL BE PER MAG STD. DETAIL 212.
- PRIOR TO CONSTRUCTION/ORDERING OF EQUIPMENT, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD INVESTIGATE THE INTERSECTION'S PHYSICAL CONDITION. SHOULD THE EXISTING CONDITIONS BE DIFFERENT THAN WHAT IS IDENTIFIED ON THE PLANS, THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE CITY OF EL MIRAGE IMMEDIATELY.
- CONTRACTOR TO FURNISH AND INSTALL PERMANENT ADVANCE WARNING SIGNS (W23-2 36X36) A MINIMUM OF 500' BEFORE HAWK BEACON IN ALL DIRECTIONS.
- CONDUCTORS FROM METER PEDESTAL TO POINT OF SERVICE WILL BE PROVIDED AND INSTALLED BY APS. THE CONTRACTOR SHALL CONTACT RON GANDARA (602) 371-7546 AT APS FOR ELECTRICAL SERVICE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL OTHER CONDUCTORS UNLESS OTHERWISE DIRECTED BY APS.
- ALL SURFACE MATERIALS INCLUDING LANDSCAPING AND SPRINKLER SYSTEMS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED IN KIND EQUAL TO OR EXCEEDING ORIGINAL CONDITIONS.
- PULL BOXES SHALL BE FIBERLYTE FL36T BOX WITH FL36D LID AND FL36X EXTENSION, IF APPLICABLE
- ALL PULL BOXES SHALL BE LEFT IN CLEAN CONDITION, FREE FROM DIRT AND DEBRIS UPON COMPLETION OF WORK.
- STATIONING REFERENCED TO DYSART RD. = 0+00.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF EL MIRAGE'S ENGINEERING DIVISION AT LEAST 48 HOURS IN ADVANCE OF ANY STRIPING AT 602-972-8116. STRIPING COMPLETED PRIOR TO THE CITY'S INSPECTION SHALL BE REMOVED IF IT IS NOT CONSISTANT WITH THE CITY STANDARDS.
- CROSSWALK, STOP BAR INSTALLATIONS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EL MIRAGE'S STANDARD. ALKYD THERMOPLASTIC MATERIAL APPLIED AT 90 MIL THICKNESS. LONGITUDINAL STRIPING SHALL BE INSTALLED WITH ALKYD THERMOPLASTIC MATERIAL APPLIED AT 60 MIL THICKNESS.
- CONTRACTOR SHALL INSTALL ALL NECESSARY EQUIPMENT INCLUDING POLES, SIGNAL HEADS, CONTROLLER, CABINETS, WIRING, SIGNAGE, AND MOUNTING HARDWARE FOR A FULLY FUNCTIONAL PEDESTRIAN HYBRID BEACON TRAFFIC SYSTEM.

INSTALLATION NOTES

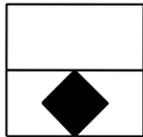
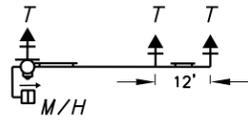
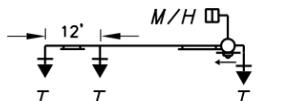
- INSTALL 12" WHITE THERMOPLASTIC STOP BAR AS SHOWN ON PLANS.
- INSTALL 12" WHITE THERMOPLASTIC CROSSWALK OVER EXISTING CROSSWALK. (10' WIDE)
- OBILITERATE EXISTING LANE LINES BETWEEN NEW STOP BAR AND CROSSWALK WITH WATER BLASTING OR OTHER METHODS APPROVED BY THE CITY.
- INSTALL R10-6 'STOP HERE ON RED' SIGN AND POST. PER DETAIL ON SHEET 2, PER CITY OF EL MIRAGE STANDARD DETAILS 132-1 & 132-2.
- EXISTING SIGNAGE TO REMAIN.
- INSTALL 7' x 7' x 10' CONCRETE PAD 4" THICK WITH CURBING ON BACK SIDE AROUND NEW POLE TO PROVIDE ADA ACCESS TO PPB. SAW CUT AND REMOVE EXISTING CURBING AT BACK EDGE OF RAMP AND MATCH GRADES. PER MAG DETAIL 230. SEE DETAIL BELOW.



CONCRETE PAD DETAIL

DESIGN JJP 10/16 DRAWN JJP 10/16 CHECKED DWB 10/16		CITY OF EL MIRAGE HAWK TRAFFIC SIGNAL 127 th AVE. AND CACTUS RD.	
SCALE 1" = 20' SHEET SIGNAL PLAN SHEET		PROJECT NO. EM16 - ST01 DWG NO. 1 OF 2	

CABINET & POLE SCHEDULE

TRAFFIC SIGNAL CONTROLLER				REMARKS	LOCATION			
CABINET	TYPE	CONTROLLER:	AUX. CONTROL					
A 	TS-2 PLUG & GO	ECONOLITE ASC/3 - 2100 NTCIP W/ETHERNET MODULE	ECONOLITE MMU 16LE OR EDI MMU 16LEip ECONOLITE BIU-64 ECONOLITE PS-200 POWER SUPPLY	PAINT TO MATCH SIGNAL POLES	STA 25+77, 53' RT			
B 	TS 2-6	MYERS MEUG16-M100	COORDINATE WITH APS ON METERED SERVICE	PAINT TO MATCH SIGNAL POLES	STA 25+67, 53' RT			
POLE		MAST ARM		SIGNALS		P.B. SIGN	SIGNS	LOCATION
NO.	TYPE	SIG.	LUM.	SIG.	FACE			
C 	Q	40'	N/A	2-II XI XI	2-T T M/H	T.S. 11-1&2 R10-3e (RIAZ (9x12)	(2) R10-23 (1) R10-23a (1) W11-2aAZ	STA 29+93, 47' RT
D 	R	45'	N/A	2-II XI XI	2-T T M/H	T.S. 11-1&2 R10-3e (LIAZ (9x12)	(2) R10-23 (1) R10-23a (1) W11-2aAZ	STA 26+01, 53' LT

TRAFFIC SIGNAL NOTES

- CONTRACTOR IS ADVISED TO USE TRAFFIC SIGNAL PRODUCTS ON THE CITY OF EL MIRAGE TRAFFIC SIGNAL QUALIFIED PRODUCTS LIST, LATEST VERSION. ALL MATERIALS NOT SPECIFICALLY IDENTIFIED BY THE APPROVED PRODUCTS LIST SHALL CONFORM TO THE CURRENT VERSIONS OF THE ADOT STANDARD SPECIFICATIONS AND "TRAFFIC SIGNALS AND LIGHTING STANDARD DRAWINGS".
- ALL EQUIPMENT SHALL BE APPROVED BY THE CITY OF EL MIRAGE THROUGH THE ELECTRICAL EQUIPMENT SUBMITTAL PROCESS.
- PLACE METER PER ADOT STD. DWG. TS 2-6, CONTROLLER, AND ALL POLES AND PULL BOXES IN APPROXIMATE LOCATIONS AS SHOWN ON THE PLANS. CONTRACTOR TO FIELD LOCATE TO AVOID CONFLICT WITH UNDERGROUND AND OVERHEAD UTILITIES. CITY OF EL MIRAGE TO APPROVE ALL LOCATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR TO FURNISH AND INSTALL SIGNAL POLE FOUNDATIONS PER ADOT STD. DWG. TS 4-10, & 4-11.
- TRANSPORT AND INSTALL CITY FURNISHED AND CONTRACTOR POWDER COATED CARDINAL #T013-BK62 TYPE Q & R POLES AND MAST ARMS PER ADOT STD. DWG TS 4-10 & 4-11 AT LOCATIONS SHOWN ON PLANS. POLES SHALL BE CUT OFF TWO FEET ABOVE SIGNAL MAST ARM SHOE AND CAPPED, ANY UNUSED HOLES SHALL BE FILLED BEFORE POWDER COATING.
- SIGNAL MOUNTING ASSEMBLIES SHALL BE TYPE II MOUNTING PER ADOT STD. DWG. TS 9-1 AND TYPE XI MOUNTING PER ADOT STD. DWG. TS 9-9. MOUNTING BRACKETS AND HARDWARE SHALL BE PAINTED SAME COLOR AS POLES.
- ALL NEW RED AND YELLOW VEHICLE SIGNAL INDICATIONS SHALL BE McCAIN ALUMINUM SECTION HEADS WITH 12" DIALIGHT 430 SERIES LED MODULES. PEDESTRIAN INDICATIONS SHALL BE McCAIN 16" ALUMINUM HOUSING WITH DIALIGHT LED MAN/HAND COUNTDOWN 430-6479-001X. SIGNAL HEADS MUST CONFORM TO ADOT STD. DWG. TS 8-0.
- SIGNAL INDICATIONS SHALL BE TYPE T HEAD PER ADOT STD DWG. TS 8-5. ALL MATERIAL AND CONSTRUCTION SHALL CONFORM TO THE LATEST ADOT SPECIFICATIONS. BACKPLATES SHALL BE LOUVERED METAL. ALL SIGNAL SECTIONS AND BACKPLATES SHALL BE FLAT BLACK ENAMEL W/2" FLUORESCENT YELLOW PRISMATIC BORDER. VISORS MUST CONFORM TO ADOT STD. DWG. TS 8-4.
- FURNISH AND INSTALL CONTROLLER FOUNDATION PER ADOT STD. DWG TS 2-4. THE CONTRACTOR SHALL INSTALL A CABINET COURTESY PAD, CONSISTING OF A 4" PCC PAD IN FRONT OF THE CABINET DOOR. PAD SHALL BE SET A MINIMUM OF 2" BELOW THE CABINET FOUNDATION ELEVATION. SLOPE PAD AWAY FROM CABINET.
- FURNISH AND INSTALL POLARA AUDIBLE PEDESTRIAN PUSHBUTTON WITH DIRECTIONAL ARROW AND MOUNTING ASSEMBLY PER ADOT STD. DWG TS 4-21.
- THE PEDESTRIAN PUSH BUTTON SHALL CONFORM TO ADOT STD. DWG TS 11-1 & 11-2. THE PUSH BUTTON SHALL BE A MINIMUM OF 2" & NOT REQUIRE A COVER, AND BE RAISED FROM OR FLUSH WITH THE HOUSING. THE FORCE REQUIRED TO ACTIVATE SHALL BE NO GREATER THAN 5 LBS OF FORCE.
- CONTRACTOR TO FURNISH AND INSTALL PULL BOXES PER ADOT STD. DWG. 1-2.
- ALL IMSA CONDUCTORS SHALL BE INSTALLED WITHOUT SPLICING BETWEEN THE SIGNAL HEADS AND PULL BOXES. TS BLOCKS SHALL NOT BE USED AS A CONNECTION BETWEEN PULL BOXES AND PEDESTRIAN INDICATIONS.
- CONTRACTOR SHALL FURNISH AND INSTALL ON EACH POLE, (2) R10-23, (1) ONE CENTERED BETWEEN THE SIGNAL HEADS, (1) ABOVE THE SIGNAL HEAD ON THE VERTICAL POLE; (1) R10-23a BETWEEN THE INBOARD SIGNAL HEAD AND THE POLE; (1) W11-2aAZ ON THE POLE.
- ALL SIGNAL HEADS NOT IN OPERATION SHALL BE BAGGED/COVERED WITH MATERIAL THAT DOES NOT ALLOW LIGHT PENETRATION.
- PRIOR TO THE SIGNAL TURN-ON, THE CONTRACTOR IS RESPONSIBLE FOR POSITIONING, LEVELING AND ALIGNING OF THE INDIVIDUAL SIGNAL HEADS SO THEY ARE COMPLETELY VISIBLE TO THE INTENDED APPROACHING DRIVER.
- ALL SIGNING AND STRIPING THAT PERTAINS TO THE OPERATION OF THE TRAFFIC SIGNAL SHALL BE INSTALLED PRIOR TO THE ACTIVATION OF THE SIGNALS. STOP BARS TO BE INSTALLED THE DAY OF SCHEDULED SIGNAL ACTIVATION.
- THE CONTRACTOR SHALL HAVE AN AUTHORIZED REPRESENTATIVE FROM THE TRAFFIC SIGNAL CONTROLLER MANUFACTURER PRESENT AT THE TIME OF TRAFFIC SIGNAL ACTIVATION FOR SET-UP AND CONFIGURATION OF THE CONTROLLER AND CABINET.

IMSA CABLE 19-1, #14 AWG, 20 CONDUCTOR

CABLE #1	CABLE #2	CONDUCTOR COLOR		SIGNAL INTERVAL
		BASIC COLOR	TRACER STRIPE	
Ø1	Ø5 OR OVERLAP A	RED	WHITE	RED
		BLACK	WHITE	YELLOW
		GREEN	WHITE	GREEN
Ø2	Ø6 OR OVERLAP B	RED		RED
		ORANGE		YELLOW
		GREEN		GREEN
Ø3	Ø7 OR OVERLAP C	BLACK	RED	RED
		ORANGE	RED	YELLOW
		BLUE	RED	GREEN
Ø4	Ø8 OR OVERLAP D	RED	BLACK	RED
		ORANGE	BLACK	YELLOW
		GREEN	BLACK	GREEN
Ø2 PEDS.	Ø6 PEDS.	BLUE		WALK
		BLACK		DONT WALK
		WHITE	BLACK	PUSH BUTTON
Ø4 PEDS.	Ø8 PEDS.	BLUE	WHITE	WALK
		RED	GREEN	DONT WALK
		WHITE	RED	PUSH BUTTON
ALL Ø'S	ALL Ø'S	WHITE		P.B. COMMON
		BLUE	BLACK	SPARE

CABLE #2 SHALL BE MARKED WITH 2 INDIVIDUAL 3/8 INCH TAPES, SIDE BY SIDE WITH A 1/2 INCH GAP BETWEEN WRAPS, AT EACH PULL BOX LOCATION. INDIVIDUAL CONDUCTORS IN THE CABLE SHALL BE TAGGED AS TO ASSIGNED PHASE.

CONDUCTOR SCHEDULE

AWG	CIRCUIT	CONDUIT RUN NUMBER							
		1	2	3	4	5	6	7	8
		2 1/2	3	3	3	3	3	3	3
IMSA *	IMSA CABLE				2			2	
	20 - CONDUCTOR								
	7 - CONDUCTOR								
						5			5
#8	INSULATED BOND (GREEN)		1	1	1	1	1	1	1
	SIGNAL COMMON WHITE			1			1		
#8	SERVICE 120/240 VOLT		3						
	SERVICE 120/240 VOLT	◇							

- * ALL IMSA CABLE SHALL BE #14 AWG IMSA 19-1.
- ◇ CONDUCTORS BY UTILITY COMPANY. CONDUIT BY CONTRACTOR. CONDUIT PER UTILITY COMPANY REQUIREMENTS, VERIFY SIZE WITH APS.

IMSA CABLE 19-1, #14 AWG, 4 CONDUCTOR & 7 CONDUCTOR

SIGNAL HEADS OUTBOARD & FAR LEFT 7 CONDUCTOR CABLE		SIGNAL HEADS INBOARD & SIDEMOUNT 4 CONDUCTOR CABLE		PEDESTRIAN HEADS 4 CONDUCTOR CABLE		PUSH BUTTON 4 CONDUCTOR CABLE	
BASIC COLOR	SIGNAL INTERVAL	BASIC COLOR	SIGNAL INTERVAL	BASIC COLOR	SIGNAL INTERVAL	BASIC COLOR	PUSH BUTTON STATION
RED	RED	RED	RED	RED	DONT' WALK	RED	PUSH BUTTON
BLACK	YELLOW	BLACK	YELLOW	GREEN	WALK	WHITE	P.B. COM.
GREEN	GREEN	GREEN	GREEN	WHITE	PED. COM.	GREEN	SPARE
ORANGE	YELLOW ARROW	WHITE	VEH. COM.	BLACK	SPARE	BLACK	SPARE
BLUE	GREEN ARROW						
WHITE	VEH. COM.						
WHITE/BLK TR	VEH. COM.						

THE CABLE SHALL BE TAGGED AS TO ASSIGNED PHASE.

CITY OF EL MIRAGE COLOR CODE, 3/4" TAPE

PHASE	COLOR	CONFIGURATION
Ø1	RED	1 WRAP
Ø2	WHITE	1 WRAP
Ø3	BLUE	1 WRAP
Ø4	GREEN	1 WRAP
Ø5	RED	2 WRAPS
Ø6	WHITE	2 WRAPS
Ø7	BLUE	2 WRAPS
Ø8	GREEN	2 WRAPS



DESIGN	JJP	DATE	10/16
DRAWN	JJP	DATE	10/16
CHECKED	DWB	DATE	10/16
			
CITY OF EL MIRAGE		HAWK TRAFFIC SIGNAL 127" AVE. AND CACTUS RD.	
POLE AND CONDUCTOR SCHEDULE SHEET		EXPIRES 3/31/17	
PROJECT NO. EM16 - ST01		DWG NO. 2 OF 2	



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: <u>10/18/2016</u>	TYPE OF ACTION: ___ RESOLUTION # _____ ___ ORDINANCE # _____ <input checked="" type="checkbox"/> OTHER: Contract	SUBJECT: Consideration and action to authorize APS to perform the required work to convert the current overhead power lines to underground and to install the street lighting related to the El Mirage Road project in an amount of \$4,421,836 and direct City Staff to adjust existing project contracts as necessary to remain within the \$6.4 million local commitment.
DATE ACTION REQUESTED: <u>11/01/2016</u>		
<input checked="" type="checkbox"/> REGULAR ___ CONSENT		

TO: Mayor and Council
FROM: Jorge Gastelum, P.E., Director of Development and Community Services/City Engineer
RECOMMENDATION: Approve APS to perform the required work related to the El Mirage Road Project in an amount of \$4,421,836 and direct City Staff to adjust existing project contracts as necessary to remain within the \$6.4M local commitment.
PROPOSED MOTION: I move we authorize APS to perform required work and direct City Staff to adjust existing project contracts as presented.
ATTACHMENTS: APS Work Authorization Nos. WA165253, WA165173, WA192219, WA203287, WA203289, and WA301085.

DISCUSSION: Actual APS work and land acquisition costs are higher than estimated. As a result, the City will need to find savings in current contracts to stay within the City's \$6.4 million local commitment. Approval of this item will authorize APS to do the required work and direct City Staff to adjust the existing project contracts as necessary to remain within the \$6.4M local commitment.

FISCAL IMPACT: \$4,421,836

DEPARTMENT LINE ITEM ACCOUNT: 56-400-669

BALANCE IN LINE ITEM IF APPROVED: \$5,216,198

Deputy City Manager/Finance Director:

 10/28/16
 Robert Nilles Date

Approved as to form:
 10/28/16
 Robert M. Hall, City Attorney Date

City Manager:

 10/28/16
 Dr. Spencer A. Isom Date



September 30, 2016

Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

Chris Hauser
City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ. 85335

PROJECT: City of El Mirage #EM12-ST03 & EM12-ST04
LOCATION: Thunderbird Rd. & El Mirage Rd.

Dear Chris,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **WA165253** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of El Mirage ("City").

1) **To be provided and/or installed by City contractor**

- a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the APS contractor.
- b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1", 2", 2.5" 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.
- a) All trench, bell holes and backfill as required to splice APS cables to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
- c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.
- d) Where duct banks are required: labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.
- e) Labor to install APS provided manholes, pull boxes, transformer pads, box pads, j-boxes and ground rods (or alternate grounding material).
- f) All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT.**

- g) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.
 - h) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.
 - i) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.
- 2) **To be provided by APS and installed by the City contractor**
- a) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.
- 3) **To be provided and installed by APS**
- b) Survey for horizontal control of APS related trenching and equipment. City contractor to call 602-371-7010 ten (10) working days in advance to needing control for trenching.
 - c) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. City contractor to call (602) 371-6512 a minimum of five (5) working days prior to the start of trenching.
 - d) APS Transmission and Distribution Construction Specifications as related to the project.
 - e) All trench, bell holes and backfill as required to splice APS cables from the point at which the APS contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
 - f) Connections to the APS contractor's conduit after the system has been mandrelled and accepted.
 - g) All conduit and sweeps, as required, from the point at which the APS contractor's conduit ended, to the existing energized electrical equipment.
 - h) All secondary cable, primary cable, terminations, sweeps into energized transformers, mandrelling of conduit into energized equipment and fuses in street light j-boxes.
- 4) The City has requested that APS remove 59 existing street lights in conflict with the Thunderbird Rd. & El Mirage Rd. Improvement project. The City shall reimburse APS **\$20,208.50** for the removal of the existing 59 street lights per the existing street light agreement.
- 5) The City has requested that APS provide and install 269 new Transit style street lights as part of El Mirage Rd. Improvement project. The City shall reimburse APS **\$1,643,492.00** for the above described street lights per the existing street light agreement.

- 6) The costs within this agreement are for APS removing and providing/installing street lights as part of the Thunderbird Rd. & El Mirage Rd. Improvement project.
- 7) APS engineering multiple re-designs per City redlines. The City shall reimburse APS **\$21,917.61** for engineering re-design for the above described work.
- 8) The project cost breakdown is as follows:

Remove 59 street lights	\$ 20,208.50
Provide/install 269 Transit Lights	\$1,643,492.00
Engineering for APS re-design	\$ 21,917.61
Minus 2 Ped Lights (Family Dollar)	\$ -7,663.02
Minus Street Light Base Mount Material	<u>\$ -18,870.96</u>
Total City of El Mirage Cost	\$1,659,084.13

Please sign the enclosed letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-371-7546.

Sincerely,



Ron Gandara
Customer Project Manager, Sr.

Enclosure

The City of El Mirage agrees to reimburse APS the amount of \$1,659,084.13 for all the work APS performed in association with the City's project.

Approved and accepted this _____ day of _____, 2016, on behalf of the City of El Mirage

Printed Name:

Title:

Signature:

The individual executing this Agreement on behalf of the City represents and warrants: (i) that he or she is authorized to do so on behalf of the City; (ii) that he or she has full legal power and authority to bind the City in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.



Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

September 29, 2016

Chris Hauser
City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ. 85335

PROJECT: City of El Mirage #EM12-ST03 & EM12-ST04
LOCATION: Thunderbird Rd. & El Mirage Rd.

Dear Chris,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **WA165173** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of El Mirage ("City").

1) **To be provided and/or installed by City contractor**

- a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the APS contractor.
- b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1", 2", 2.5" 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.
- a) All trench, bell holes and backfill as required to splice APS cables to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
- c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.
- d) Where duct banks are required: labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.
- e) Labor to install APS provided manholes, pull boxes, transformer pads, box pads, j-boxes and ground rods (or alternate grounding material).
- f) All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT.**

- g) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.
 - h) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.
 - i) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.
- 2) **To be provided by APS and installed by the City contractor**
- a) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.
- 3) **To be provided and installed by APS**
- b) Survey for horizontal control of APS related trenching and equipment. City contractor to call 602-371-7010 ten (10) working days in advance to needing control for trenching.
 - c) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. City contractor to call (602) 371-6512 a minimum of five (5) working days prior to the start of trenching.
 - d) APS Transmission and Distribution Construction Specifications as related to the project.
 - e) All trench, bell holes and backfill as required to splice APS cables from the point at which the APS contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
 - f) Connections to the APS contractor's conduit after the system has been mandrelled and accepted.
 - g) All conduit and sweeps, as required, from the point at which the APS contractor's conduit ended, to the existing energized electrical equipment.
 - h) All secondary cable, primary cable, terminations, sweeps into energized transformers, mandrelling of conduit into energized equipment and fuses in street light j-boxes.
- 4) The City has requested that APS relocate the existing overhead 12kV lines and underground 12kV lines in Thunderbird Rd. and El Mirage Rd. that are in conflict with the Thunderbird Rd. & El Mirage Rd. Improvement project.
- 5) APS has "Prior Rights" for portions of the existing OH 12kV lines (6 spans) that are in conflict on the north side of Thunderbird Rd. from El Mirage Rd. west to approx. 24th Ln. alignment. Reference attached APS drawings and files (Dkt. 11692-250, parcel 2 & 3, Dkt. 12048-1498, parcel 1 & 2 and Dkt. 11907-168).

- 6) The City has requested that APS convert the existing overhead 12kV lines to underground on the north and south side of Thunderbird Rd. from 126th Ave. east to El Frio Rd., the west side of El Mirage Rd. from approx. Soledad St. alignment north to Ventura St., Ventura St. crossing, Well St. crossing, End St. crossing east side of El Mirage Rd. from End St. north to the north end of BNSF R/R.
- 7) This conversion will provide trench and conduit (into energized electrical equipment), electrical materials and electrical man hours for the installation of 11 steel poles, installation of 12 primary dips, installation of 12 switching cabinets, installation of 5 single phase transformers, install splices in 7 pull boxes, install 1 OH viper re-closure, remove/install terminations in 1 existing switching cabinet, remove/install terminations in 4 existing three phase transformers, re-tag of all existing equipment, remove 3 switching cabinets, remove 1 OH Viper re-closure, remove 2 OH single phase transformers, remove 2 OH three phase transformers, remove splices in 1 pull box, remove 11 primary dips, remove down guys, remove 11 steel poles, remove 45 wood poles, install approx. 14,793' of 3-UA750 conductor, install approx. 5,443' of 1-UA1/0T, install approx. 3,905' of 3-UA1/0T, install approx. 1,321' of 1-UA1/0A, install approx. 255' of 1-UA4/0B, remove approx. 1,778' of 3-UA750, remove approx. 3,560' of 1-UA1/0T, remove approx. 276' of 1-UA1/0A, remove approx. 255' of 1-UA4/0B, remove approx. 2,820' of 477A with 940' of "K" cable, and remove approx. 7,638' of 795A with 2,546' of "K" cable. The City shall reimburse APS **\$1,365,332.81** for the design and construction of the above described conversion.

- 8) The project cost breakdown is as follows:

OH to UG 12kV Conversion	\$1,652,405.96
Minus cost to relocate OH Thunderbird Rd.	\$ -132,668.20
Minus cost to relocate OH El Mirage Rd.	\$ -109,759.36
Minus APS System Improvements	\$ <u>-44,645.59</u>
Total City of El Mirage Cost	\$1,365,332.81

Please sign the enclosed letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-371-7546.

Sincerely,



Ron Gandara
Customer Project Manager, Sr.

Enclosure

The City of El Mirage agrees to reimburse APS the amount of \$1,365,332.81 for all the work APS performed in association with the City's project.

Approved and accepted this _____ day of _____, 2016, on behalf of the City of El Mirage

Printed Name:

Title:

Signature:

The individual executing this Agreement on behalf of the City represents and warrants: (i) that he or she is authorized to do so on behalf of the City; (ii) that he or she has full legal power and authority to bind the City in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.



Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

May 26, 2016

Chris Hauser
City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ. 85335

PROJECT: El Mirage - MCDOT Project: TT344 – Phase II
LOCATION: El Mirage Rd. – Cinnabar Ave. to Peoria Ave.

Dear Chris,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **WA192219** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of El Mirage ("City").

1) **To be provided and/or installed by APS contractor**

- a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the APS contractor.
- b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1", 2", 2.5" 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.
- a) All trench, bell holes and backfill as required to splice APS cables to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
- c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.
- d) Where duct banks are required: labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.
- e) Labor to install APS provided manholes, pull boxes, transformer pads, box pads, j-boxes and ground rods (or alternate grounding material).
- f) All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT.**

- g) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.
- h) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.
- i) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

2) **To be provided by APS and installed by the APS contractor**

- a) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

3) **To be provided and installed by APS**

- b) Survey for horizontal control of APS related trenching and equipment. City contractor to call 602-371-7010 ten (10) working days in advance to needing control for trenching.
- c) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. City contractor to call (602) 371-6512 a minimum of five (5) working days prior to the start of trenching.
- d) APS Transmission and Distribution Construction Specifications as related to the project.
- e) All trench, bell holes and backfill as required to splice APS cables from the point at which the APS contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
- f) Connections to the APS contractor's conduit after the system has been mandrelled and accepted.
- g) All conduit and sweeps, as required, from the point at which the APS contractor's conduit ended, to the existing energized electrical equipment.
- h) All secondary cable, primary cable, terminations, sweeps into energized transformers, mandrelling of conduit into energized equipment and fuses in street light j-boxes.

4) The City has requested that APS relocate the existing overhead 12kV lines and underground 12kV lines in El Mirage Rd. and Peoria Ave. that are in conflict with the El Mirage Rd. Improvement project.

5) APS has "No Prior Rights" for the existing UG 12kV lines that are in conflict in Peoria Ave. & the east side of El Mirage Rd. from Peoria Ave. approx. 600' south.

6) The City has requested that APS convert the existing overhead 12kV lines to underground on the south side of Peoria Ave. from El Mirage Rd. west approx. 800'.

- 7) APS has "Prior Rights" for the existing overhead 12kV lines on the south side of Peoria Ave. from El Mirage Rd. west approx. 800'. The City is responsible for all costs associated with the conversion of "Like for Like" facilities.
- 8) This conversion will provide electrical materials, electrical equipment, electrical man hours and excavation man hours to convert 3 spans of overhead 12kV to UG 12kV (approx. 800' feet). Key electrical equipment and materials include installation of 1 steel pole (with down guys), installation of 1 primary dip, installation of approx. 2,400' (feet) of UG 12kV, removal of approx. 3,200' of overhead 12kV. The City shall reimburse APS **\$41,240.00** for the design and construction of the above described conversion.
- 9) The City has requested that APS provide all trench and conduit work associated with converting the overhead 12kV distribution line. The City shall reimburse APS **\$34,981.80** for trench and conduit for the above described conversion.
- 10) The City has requested that APS provide all trench and conduit work associated with the City street light system and City ITS system. The City shall reimburse APS **\$73,629.67** for trench and conduit for the above described trench and conduit.
- 11) The costs within this agreement are for APS electrical work related to the conversion, trench and conduit work related to the conversion and joint trench conduit for the City street light system and City ITS system.
- 12) APS engineering re-design per City redlines eliminating 11 street lights south of Peoria Ave. The City shall reimburse APS **\$5,590.00** for engineering re-design for the above described work.

- 13) The project cost breakdown is as follows:

OH to UG 12kV Conversion	\$ 41,240.00
Conversion Trench and Conduit	\$ 34,981.80
City ITS trench and conduit	\$ 33,619.11
City Street Light & Service trench and conduit	\$ 40,010.56
Engineering for APS re-design	<u>\$ 5,590.00</u>
Total City of El Mirage Cost	\$155,441.47

Please sign the enclosed letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-371-7546.

Sincerely,



Ron Gandara
Customer Project Manager, Sr.

Enclosure

The City of El Mirage agrees to reimburse APS the amount of \$155,441.47 for all the work APS performed in association with the City's project.

Approved and accepted this _____ day of _____, 2016, on behalf of the City of El Mirage

Printed Name:

Title:

Signature:

The individual executing this Agreement on behalf of the City represents and warrants: (i) that he or she is authorized to do so on behalf of the City; (ii) that he or she has full legal power and authority to bind the City in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

JOB #: **WA192219**
 LOCATION: **El Mirage Rd - Cinnabar Ave to Peoria Ave**

TRENCH AREA CALCULATION			
COMPANY	WIDTH	DEPTH	AREA
S1			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S2			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S3			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	6	27	162
P1			
APS	6	39	234
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	40	240
COE ST LT & SVC	6	27	162
P2			
APS	6	41	246
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P3			
APS	12	41	492
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P4			
APS	12	39	468
CENTURYLINK	0	0	0
COX	12	42	504
COE ITS	6	38	228
COE ST LT & SVC	6	27	162
P5			
APS	6	39	234
CENTURYLINK	0	0	0
COX	12	42	504
COE ITS	6	41	246
COE ST LT & SVC	6	27	162
F1			
APS	12	48	576
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

F1A			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F2			
APS	12	40	480
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F3			
APS	12	48	576
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	38	228
COE ST LT & SVC	0	0	0
F4			
APS	12	48	576
CENTURYLINK	0	0	0
COX	12	42	504
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F5			
APS	12	48	576
CENTURYLINK	0	0	0
COX	6	42	252
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F6			
APS	12	53	636
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F7			
APS	24	48	1,152
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	0	0	0
F8			
APS	12	56	672
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F9			
APS	24	68	1,632
CENTURYLINK	0	0	0
COX	12	42	504
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F10			
APS	24	68	1,632
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

F11			
APS	24	65	1,560
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	38	228
COE ST LT & SVC	0	0	0
F12			
APS	24	60	1,440
CENTURYLINK	0	0	0
COX	6	42	252
COE ITS	6	41	246
COE ST LT & SVC	0	0	0
F13			
APS	24	60	1,440
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	38	228
COE ST LT & SVC	6	27	162
F14			
APS	24	60	1,440
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F15			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F16			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F17			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F18			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F19			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

COST BREAKDOWN			
TRENCH	COST	OTHER	Total
S1	\$6,270.00	\$0.00	\$6,270.00
S2	\$5,616.00	\$0.00	\$5,616.00
S3	\$250.00	\$0.00	\$250.00
P1	\$4,070.00	\$0.00	\$4,070.00
P2	\$260.00	\$0.00	\$260.00
P3	\$4,620.00	\$0.00	\$4,620.00
P4	\$7,208.00	\$0.00	\$7,208.00
P5	\$1,260.00	\$0.00	\$1,260.00
F1	\$2,772.00	\$0.00	\$2,772.00
F1A		\$0.00	\$0.00
F2	\$744.00	\$0.00	\$744.00
F3	\$2,080.00	\$0.00	\$2,080.00
F4	\$5,104.00	\$0.00	\$5,104.00
F5	\$35,992.00	\$0.00	\$35,992.00
F6	\$1,408.00	\$0.00	\$1,408.00
F7	\$385.00	\$0.00	\$385.00
F8	\$1,988.00	\$0.00	\$1,988.00
F9	\$960.00	\$0.00	\$960.00
F10	\$1,680.00	\$0.00	\$1,680.00
F11	\$19,650.00	\$0.00	\$19,650.00
F12	\$11,591.00	\$0.00	\$11,591.00
F13	\$28,480.00	\$0.00	\$28,480.00
F14	\$1,890.00	\$0.00	\$1,890.00
F15		\$0.00	\$0.00
F16		\$0.00	\$0.00
F17		\$0.00	\$0.00
F18		\$0.00	\$0.00
F19		\$0.00	\$0.00
OTHER	\$0.00	\$0.00	
Total	\$144,278.00		\$144,278.00

OTHER = traffic control, sidewalk repair, etc.

ARIZONA PUBLIC SERVICE COMPANY
WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

PERCENTAGE ALLOCATION

TRENCH DETAIL	APS	CTL	COX	COE ITS	COE ST LT & SVC	
S1	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
S2	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
S3	0.0%	0.0%	0.0%	60.3%	39.7%	100.0%
P1	36.8%	0.0%	0.0%	37.7%	25.5%	100.0%
P2	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P3	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P4	34.4%	0.0%	37.0%	16.7%	11.9%	100.0%
P5	20.4%	0.0%	44.0%	21.5%	14.1%	100.0%
F1	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F1A	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
F2	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F3	71.6%	0.0%	0.0%	28.4%	0.0%	100.0%
F4	46.4%	0.0%	40.6%	0.0%	13.0%	100.0%
F5	69.6%	0.0%	30.4%	0.0%	0.0%	100.0%
F6	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F7	82.4%	0.0%	0.0%	17.6%	0.0%	100.0%
F8	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F9	71.0%	0.0%	21.9%	0.0%	7.0%	100.0%
F10	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F11	87.2%	0.0%	0.0%	12.8%	0.0%	100.0%
F12	74.3%	0.0%	13.0%	12.7%	0.0%	100.0%
F13	78.7%	0.0%	0.0%	12.5%	8.9%	100.0%
F14	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F15	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
F16	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
F17	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
F18	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
F19	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

COST ALLOCATION

TRENCH DETAIL	APS	CTL	COX	COE ITS	COE ST LT & SVC	
S1	\$0.00	\$0.00	\$0.00	\$0.00	\$6,270.00	
S2	\$0.00	\$0.00	\$0.00	\$0.00	\$5,616.00	
S3	\$0.00	\$0.00	\$0.00	\$150.74	\$99.26	
P1	\$1,497.45	\$0.00	\$0.00	\$1,535.85	\$1,036.70	
P2	\$260.00	\$0.00	\$0.00	\$0.00	\$0.00	
P3	\$4,620.00	\$0.00	\$0.00	\$0.00	\$0.00	
P4	\$2,476.76	\$0.00	\$2,667.28	\$1,206.63	\$857.34	
P5	\$257.28	\$0.00	\$554.14	\$270.47	\$178.12	
F1	\$2,772.00	\$0.00	\$0.00	\$0.00	\$0.00	
F1A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
F2	\$744.00	\$0.00	\$0.00	\$0.00	\$0.00	
F3	\$1,490.15	\$0.00	\$0.00	\$589.85	\$0.00	
F4	\$2,367.07	\$0.00	\$2,071.19	\$0.00	\$665.74	
F5	\$25,037.91	\$0.00	\$10,954.09	\$0.00	\$0.00	
F6	\$1,408.00	\$0.00	\$0.00	\$0.00	\$0.00	
F7	\$317.25	\$0.00	\$0.00	\$67.75	\$0.00	
F8	\$1,988.00	\$0.00	\$0.00	\$0.00	\$0.00	
F9	\$681.78	\$0.00	\$210.55	\$0.00	\$67.68	
F10	\$1,680.00	\$0.00	\$0.00	\$0.00	\$0.00	
F11	\$17,144.30	\$0.00	\$0.00	\$2,505.70	\$0.00	
F12	\$8,612.51	\$0.00	\$1,507.19	\$1,471.30	\$0.00	
F13	\$22,410.49	\$0.00	\$0.00	\$3,548.33	\$2,521.18	
F14	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	
F15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
F16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
F17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
F18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
F19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
JT COST TOTAL	\$97,654.95	\$0.00	\$17,964.43	\$11,346.61	\$17,312.01	\$144,278.00
	67.69%	0.00%	12.45%	7.86%	12.00%	100.00%

UTILITY ONLY COST	APS	CTL	COX	COE ITS	COE ST LT & SVC	
Install Conduit	\$58,044.00		\$16,065.00	\$8,460.00	\$3,096.00	\$85,665.00
Pad, Pull Box	\$12,000.00		\$0.00			\$12,000.00
APS A&G 15%			\$5,104.41	\$2,970.99	\$3,061.20	\$11,136.61
WA192219 Support Costs	\$182.93		\$33.65	\$21.25	\$32.43	\$270.27
WA192219 (A,B,C)	\$57,060.23		\$10,496.70	\$6,629.88	\$10,115.49	\$84,302.29
WA192219 (D,E,F)	\$36,064.53		\$6,634.37	\$4,190.37	\$6,393.43	\$53,282.70
Subtotal Cost	\$163,351.69	\$0.00	\$38,334.13	\$22,272.50	\$22,698.54	
TOTAL COST	\$261,006.64	\$0.00	\$56,298.55	\$33,619.11	\$40,010.56	\$390,934.86

With out APS A&G
\$390,934.86 \$390,934.86 **\$379,798.25**

ARIZONA PUBLIC SERVICE COMPANY
WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

Project #	%	Subcontractor Work	Sunland Labor	Sunland Equip	Rented Equip	Misc.	Unit Price Ext.	ADRA	Landscape	Survey	Sawcutting	Asphalt Paving	Conc. Replace	Dust Control	Subtotal Support Costs	Total
WA192219 1A R3	24.37%	\$241,943.00	\$2,763.60	\$4,586.98	\$1,530.46	\$696.99	-\$38,500.73	\$4,467.57	\$8,691.43	\$2,437.03	\$1,521.20	\$9,060.64	\$1,839.96	\$1,175.14	\$270.27	\$242,213.27
WA203287 1B R1	41.02%	\$407,200.00	\$4,651.24	\$7,720.08	\$2,575.82	\$1,173.07	-\$64,798.31	\$7,519.10	\$14,628.04	\$4,101.63	\$2,560.23	\$15,249.44	\$3,096.73	\$1,977.80	\$454.87	\$407,654.87
WA203289 1C R2	23.02%	\$228,548.00	\$2,610.59	\$4,333.03	\$1,445.72	\$658.40	-\$36,369.16	\$4,220.22	\$8,210.24	\$2,302.11	\$1,436.98	\$8,559.01	\$1,738.09	\$1,110.08	\$255.30	\$228,803.30
CL E684544 1D	6.25%	\$62,096.00	\$709.29	\$1,177.27	\$392.80	\$178.89	-\$9,881.42	\$1,146.63	\$2,230.70	\$625.48	\$390.42	\$2,325.46	\$472.24	\$301.61	\$69.37	\$62,165.37
CL E749374 1D	0.17%	\$1,700.00	\$19.42	\$32.23	\$10.75	\$4.90	-\$270.52	\$31.39	\$61.07	\$17.12	\$10.69	\$63.66	\$12.93	\$8.26	\$1.90	\$1,701.90
COX 1F SOUTH	4.68%	\$46,423.00	\$530.27	\$880.13	\$293.66	\$133.74	-\$7,387.36	\$857.22	\$1,667.68	\$467.61	\$291.88	\$1,738.52	\$353.04	\$225.48	\$51.86	\$46,474.86
COX 1F NORTH	0.49%	\$4,867.00	\$55.59	\$92.27	\$30.79	\$14.02	-\$774.49	\$89.87	\$174.84	\$49.02	\$30.60	\$182.27	\$37.01	\$23.64	\$5.44	\$4,872.44
	100.00%	\$992,777.00	\$11,340.00	\$18,822.00	\$6,280.00	\$2,860.00	-\$157,982.00	\$18,332.00	\$35,664.00	\$10,000.00	\$6,242.00	\$37,179.00	\$7,550.00	\$4,822.00	\$1,109.00	\$993,886.00

Project #	%	Subcontractor Work & Support	A Extended Overheads	B Furnish Water/Dust Suppression	C Potholing & Temp AC	D Subtotal	E Tax	F Bond	G Overhead & Profit	H Total
WA192219 1A R3	24.37%	\$242,213.27	\$61,358.73	\$20,463.67	\$2,479.89	\$326,515.55	\$21,667.67	\$3,481.83	\$28,133.20	\$379,798.25
WA203287 1B R1	41.02%	\$407,654.87	\$103,269.26	\$34,441.19	\$4,173.76	\$549,539.08	\$36,467.58	\$5,860.06	\$47,349.32	\$639,216.04
WA203289 1C R2	23.02%	\$228,803.30	\$57,961.65	\$19,330.71	\$2,342.60	\$308,438.26	\$20,468.05	\$3,289.06	\$26,575.62	\$358,770.99
CL E684544 1D	6.25%	\$62,165.37	\$15,748.05	\$5,252.11	\$636.48	\$83,802.01	\$5,561.13	\$893.63	\$7,220.54	\$97,477.31
CL E749374 1D	0.17%	\$1,701.90	\$431.13	\$143.79	\$17.42	\$2,294.24	\$152.25	\$24.46	\$197.68	\$2,668.63
COX 1F SOUTH	4.68%	\$46,474.86	\$11,773.25	\$3,926.48	\$475.83	\$62,650.42	\$4,157.50	\$668.08	\$5,398.08	\$72,874.08
COX 1F NORTH	0.49%	\$4,872.44	\$1,234.31	\$411.65	\$49.89	\$6,568.29	\$435.87	\$70.04	\$565.94	\$7,640.14
	100.00%	\$993,886.00	\$251,776.39	\$83,969.60	\$10,175.87	\$1,339,807.86	\$88,910.05	\$14,287.17	\$115,440.37	\$1,558,445.45

	Total A, B, C	Total D, E, F
WA192219 1A R3	\$84,302.29	\$53,282.70
WA203287 1B R2	\$141,884.21	\$89,676.96
WA203289 1C R2	\$79,634.95	\$50,332.74
CL E684544 1D	\$21,636.65	\$13,675.30
CL E749374 1D	\$592.35	\$374.39
COX 1F SOUTH	\$16,175.57	\$10,223.66
COX 1F NORTH	\$1,695.85	\$1,071.85
	\$218,637.59	

	D	E	F						
	Tax Total	Bond Total	Overhead & Profit Total	Total	Percentage Tax per job	Percentage Bond per job	Percentage Overhead & Profit per job	Job Cost	Job Cost with D, E, F
WA192219	\$21,667.67	\$3,481.83	\$28,133.20	\$53,282.70	24.37%	24.37%	24.37%	\$326,515.55	\$379,798.25
WA203287	\$36,903.45	\$5,930.10	\$47,915.26	\$90,748.81	41.51%	41.51%	41.51%	\$556,107.37	\$646,856.18
WA203289	\$30,338.93	\$4,875.24	\$39,391.92	\$74,606.08	34.12%	34.12%	34.12%	\$457,184.94	\$531,791.02
Total	\$88,910.05	\$14,287.17	\$115,440.37	\$218,637.59	100.00%	100.00%	100.00%	\$1,339,807.86	\$1,558,445.45

Total D, E, F WA192219	\$53,282.70
Total D, E, F WA203287	\$90,748.81
Total D, E, F WA203289	\$74,606.08
Total D, E, F	\$218,637.59

\$0.00

APS JOBS

WA192219 - South	\$379,798.25
WA203287 - North	\$646,856.18
WA203289 - ST LT	\$531,791.02
Total Cost	\$1,558,445.45

SUNLAND ASPHALT

Costs from Pg. 4	Costs from Pg. 4
\$251,776.39	\$11,340.00
\$993,885.55	\$18,822.00
\$83,969.60	\$6,280.00
\$10,175.87	\$2,860.00
\$1,339,807.41	-\$157,982.00
\$88,910.05	\$1,112,566.00
\$14,287.17	\$993,886.00
\$115,440.37	
\$1,558,445.00	

D, E, F

\$88,910.05
\$14,287.17
\$115,440.37
\$218,637.59

CO#1F - COX Plans

Item	S/O Peoria	N/O Peoria
1	\$2,250.00	\$666.00
2	\$14,490.00	\$13,755.00
3	\$23,160.00	\$22,512.00
4	\$1,740.00	\$1,740.00
5	\$4,275.00	\$2,375.00
6	\$2,375.00	\$2,375.00
Z	\$3,000.00	\$3,000.00
	\$51,290.00	\$46,423.00



Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

May 26, 2016

Chris Hauser
City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ. 85335

PROJECT: El Mirage - MCDOT Project: TT344 – Phase II
LOCATION: El Mirage Rd. – Peoria Ave. to Cactus Rd.

Dear Chris,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **WA203287** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of El Mirage ("City").

1) **To be provided and/or installed by APS contractor**

- a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the APS contractor.
- b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1", 2", 2.5" 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.
 - a) All trench, bell holes and backfill as required to splice APS cables to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
 - c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.
 - d) Where duct banks are required: labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.
 - e) Labor to install APS provided manholes, pull boxes, transformer pads, box pads, j-boxes and ground rods (or alternate grounding material).
 - f) All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT.**

- g) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.
- h) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.
- i) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

2) **To be provided by APS and installed by the APS contractor**

- a) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Scorse (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

3) **To be provided and installed by APS**

- b) Survey for horizontal control of APS related trenching and equipment. City contractor to call 602-371-7010 ten (10) working days in advance to needing control for trenching.
- c) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. City contractor to call (602) 371-6512 a minimum of five (5) working days prior to the start of trenching.
- d) APS Transmission and Distribution Construction Specifications as related to the project.
- e) All trench, bell holes and backfill as required to splice APS cables from the point at which the APS contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
- f) Connections to the APS contractor's conduit after the system has been mandrelled and accepted.
- g) All conduit and sweeps, as required, from the point at which the APS contractor's conduit ended, to the existing energized electrical equipment.
- h) All secondary cable, primary cable, terminations, sweeps into energized transformers, mandrelling of conduit into energized equipment and fuses in street light j-boxes.

4) The City has requested that APS relocate the existing overhead 12kV lines and underground 12kV lines in El Mirage Rd. from Peoria Ave. to Cactus Rd. that are in conflict with the El Mirage Rd. Improvement project.

5) APS has "No Prior Rights" for the existing UG 12kV lines that are in conflict on the west side of El Mirage Rd. from Desert Mirage Circle north to the north end of Grande Mirage subdivision (approx. 2,300') and on the north side of Varney Rd. from El Mirage Rd. east to 125th Ave. (approx. 1,300')

- 6) The City has requested that APS convert the existing overhead 12kV lines to underground at the southeast corner of Cactus Rd. & El Mirage Rd. (approx. 105') & on the west side of El Mirage Rd. south of Cactus Rd. (approx. 800').
- 7) APS has "No Prior Rights" for the existing overhead 12kV lines on the southeast corner of Cactus Rd. & El Mirage Rd. (approx. 105') & on the west side of El Mirage Rd. south of Cactus Rd. (approx. 800'). The City is responsible for all costs associated with the conversion of "Like for Like" facilities.
- 8) This conversion will provide electrical materials, electrical equipment, electrical man hours and excavation man hours to convert 3 spans of overhead 12kV to UG 12kV (approx. 905' feet). Key electrical equipment and materials include installation of 1 steel pole, installation of 1 primary dip, 1 primary pull box, installation of approx. 2,715' (feet) of UG 12kV, removal of approx. 3,620' of overhead 12kV. The City shall reimburse APS **\$48,976.02** for the design and construction of the above described conversion.
- 9) The City has requested that APS provide all trench and conduit work associated with converting the overhead 12kV distribution line. The City shall reimburse APS **\$37,796.34** for trench and conduit for the above described conversion.
- 10) The City has requested that APS provide all trench and conduit work associated with the City street light system and City ITS system. The City shall reimburse APS **\$165,497.94** for trench and conduit for the above described trench and conduit.
- 11) The costs within this agreement are for APS electrical work related to the conversion, trench and conduit work related to the conversion and joint trench conduit for the City street light system and City ITS system.
- 12) APS engineering re-design per City redlines eliminating 19 street lights from Peoria Ave. north to Cactus Rd. The City shall reimburse APS **\$8,060.00** for engineering re-design for the above described work.

13) The project cost breakdown is as follows:

OH to UG 12kV Conversion	\$ 48,976.02
OH 12kV Relocation	\$ (29,306.00)
Conversion Trench and Conduit	\$ 37,796.34
City ITS trench and conduit	\$ 72,573.82
City Street Light & Service trench and conduit	\$ 92,924.12
Engineering for APS re-design	<u>\$ 8,060.00</u>
Total City of El Mirage Cost	\$231,024.30

Please sign the enclosed letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-371-7546.

Sincerely,



Ron Gandara
Customer Project Manager, Sr.

Enclosure

The City of El Mirage agrees to reimburse APS the amount of \$231,024.30 for all the work APS performed in association with the City's project.

Approved and accepted this _____ day of _____, 2016, on behalf of the City of El Mirage

Printed Name:

Title:

Signature:

The individual executing this Agreement on behalf of the City represents and warrants: (i) that he or she is authorized to do so on behalf of the City; (ii) that he or she has full legal power and authority to bind the City in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

JOB #: WA203287

LOCATION: El Mirage Rd - Peoria Ave to Cactus Rd

TRENCH AREA CALCULATION			
COMPANY	WIDTH	DEPTH	AREA
S1			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S1A			
APS	6	28	168
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
S2			
APS	0	0	0
CENTURYLINK	6	41	246
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S3			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S4			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	18	27	486
S5			
APS	0	0	0
CENTURYLINK	0	0	0
COX	6	41	246
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S6			
APS	0	0	0
CENTURYLINK	0	0	0
COX	6	41	246
COE ITS	0	0	0
COE ST LT & SVC	12	27	324
P1			
APS	6	39	234
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P2			
APS	6	39	234
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	18	27	486
P3			
APS	12	39	468
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

P4			
APS	12	39	468
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P5			
APS	6	41	246
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P6			
APS	12	41	492
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P7			
APS	6	39	234
CENTURYLINK	6	41	246
COX	6	41	246
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
P8			
APS	12	48	576
CENTURYLINK	0	0	0
COX	6	39	234
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P9			
APS	6	39	234
CENTURYLINK	6	41	246
COX	6	41	246
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F1			
APS	12	48	576
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F2			
APS	12	48	576
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	0	0	0
F3			
APS	12	48	576
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	36	216
F4			
APS	18	48	864
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F5			
APS	12	48	576
CENTURYLINK	0	0	0
COX	6	39	234
COE ITS	0	0	0
COE ST LT & SVC	0	0	0

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

F6			
APS	12	48	576
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	6	27	162
F7			
APS	12	51	612
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F8			
APS	12	52	624
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F9			
APS	12	53	636
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F10			
APS	12	53	636
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	12	27	324
F11			
APS	12	62	744
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	12	27	324
F12			
APS	18	56	1,008
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F13			
APS	12	56	672
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	0	0	0
F14			
F14	12	56	672
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	36	216
F15			
APS	12	48	576
CENTURYLINK	0	0	0
COX	6	39	234
COE ITS	0	0	0
COE ST LT & SVC	12	27	324

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

F16			
APS	12	56	672
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	6	27	162
F17			
APS	12	52	624
CENTURYLINK	0	0	0
COX	6	39	234
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F18			
APS	12	60	720
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F19			
APS	12	60	720
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F20			
APS	12	48	576
CENTURYLINK	0	0	0
COX	6	39	234
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
F21			
APS	24	59	1,416
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F22			
APS	24	61	1,464
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
F23			
APS	24	71	1,704
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0
P5A			
APS	12	41	492
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	0	0	0

ARIZONA PUBLIC SERVICE COMPANY

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

COST BREAKDOWN			
TRENCH	COST	OTHER	Total
S1	\$225.00	\$0.00	\$225.00
S1A	\$450.00	\$0.00	\$450.00
S2	\$225.00	\$0.00	\$225.00
S3	\$3,000.00	\$0.00	\$3,000.00
S4	\$675.00	\$0.00	\$675.00
S5	\$2,736.00	\$0.00	\$2,736.00
S6	\$1,700.00	\$0.00	\$1,700.00
P1	\$1,518.00	\$0.00	\$1,518.00
P2	\$702.00	\$0.00	\$702.00
P3	\$1,501.00	\$0.00	\$1,501.00
P4	\$3,800.00	\$0.00	\$3,800.00
P5	\$440.00	\$0.00	\$440.00
P6	\$3,016.00	\$0.00	\$3,016.00
P7	\$13,952.00	\$0.00	\$13,952.00
P8	\$1,922.00	\$0.00	\$1,922.00
P9	\$5,425.00	\$0.00	\$5,425.00
F1	\$19,872.00	\$0.00	\$19,872.00
F2	\$3,393.00	\$0.00	\$3,393.00
F3	\$29,975.00	\$0.00	\$29,975.00
F4	\$1,017.00	\$0.00	\$1,017.00
F5	\$1,830.00	\$0.00	\$1,830.00
F6	\$50,871.00	\$0.00	\$50,871.00
F7	\$13,764.00	\$0.00	\$13,764.00
F8	\$693.00	\$0.00	\$693.00
F9	\$2,108.00	\$0.00	\$2,108.00
F10	\$825.00	\$0.00	\$825.00
F11	\$2,992.00	\$0.00	\$2,992.00
F12	\$1,890.00	\$0.00	\$1,890.00
F13	\$1,428.00	\$0.00	\$1,428.00
F14	\$1,740.00	\$0.00	\$1,740.00
F15	\$903.00	\$0.00	\$903.00
F16	\$25,971.00	\$0.00	\$25,971.00
F17	\$7,821.00	\$0.00	\$7,821.00
F18	\$2,730.00	\$0.00	\$2,730.00
F19	\$3,745.00	\$0.00	\$3,745.00
F20	\$8,880.00	\$0.00	\$8,880.00
F21	\$1,080.00	\$0.00	\$1,080.00
F22	\$1,080.00	\$0.00	\$1,080.00
F23	\$1,350.00	\$0.00	\$1,350.00
P5A	\$900.00	\$0.00	\$900.00
OTHER	\$0.00	\$0.00	
Total	\$228,145.00		\$228,145.00

OTHER = traffic control, sidewalk repair, etc.

WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

PERCENTAGE ALLOCATION

TRENCH DETAIL	APS	CTL	COX	COE ITS	COE ST LT & SVC	
S1	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
S1A	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
S2	0.0%	60.3%	0.0%	0.0%	39.7%	100.0%
S3	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
S4	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%
S5	0.0%	0.0%	60.3%	0.0%	39.7%	100.0%
S6	0.0%	0.0%	43.2%	0.0%	56.8%	100.0%
P1	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P2	32.5%	0.0%	0.0%	0.0%	67.5%	100.0%
P3	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P4	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P5	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P6	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P7	26.4%	27.7%	27.7%	0.0%	18.2%	100.0%
P8	71.1%	0.0%	28.9%	0.0%	0.0%	100.0%
P9	26.4%	27.7%	27.7%	0.0%	18.2%	100.0%
F1	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F2	70.1%	0.0%	0.0%	29.9%	0.0%	100.0%
F3	72.7%	0.0%	0.0%	0.0%	27.3%	100.0%
F4	84.2%	0.0%	0.0%	0.0%	15.8%	100.0%
F5	71.1%	0.0%	28.9%	0.0%	0.0%	100.0%
F6	58.5%	0.0%	0.0%	25.0%	16.5%	100.0%
F7	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F8	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F9	79.7%	0.0%	0.0%	0.0%	20.3%	100.0%
F10	66.3%	0.0%	0.0%	0.0%	33.8%	100.0%
F11	69.7%	0.0%	0.0%	0.0%	30.3%	100.0%
F12	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F13	73.2%	0.0%	0.0%	26.8%	0.0%	100.0%
F14	75.7%	0.0%	0.0%	0.0%	24.3%	100.0%
F15	50.6%	0.0%	20.6%	0.0%	28.6%	100.0%
F16	62.2%	0.0%	0.0%	22.8%	15.0%	100.0%
F17	61.2%	0.0%	22.9%	0.0%	15.9%	100.0%
F18	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F19	81.6%	0.0%	0.0%	0.0%	18.4%	100.0%
F20	59.3%	0.0%	24.1%	0.0%	16.7%	100.0%
F21	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F22	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
F23	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
P5A	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%

COST ALLOCATION

TRENCH DETAIL	APS	CTL	COX	COE ITS	COE ST LT & SVC	
S1	\$0.00	\$0.00	\$0.00	\$0.00	\$225.00	
S1A	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	
S2	\$0.00	\$135.66	\$0.00	\$0.00	\$89.34	
S3	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	
S4	\$0.00	\$0.00	\$0.00	\$0.00	\$675.00	
S5	\$0.00	\$0.00	\$1,649.65	\$0.00	\$1,086.35	
S6	\$0.00	\$0.00	\$733.68	\$0.00	\$966.32	
P1	\$1,518.00	\$0.00	\$0.00	\$0.00	\$0.00	
P2	\$228.15	\$0.00	\$0.00	\$0.00	\$473.85	
P3	\$1,501.00	\$0.00	\$0.00	\$0.00	\$0.00	
P4	\$3,800.00	\$0.00	\$0.00	\$0.00	\$0.00	
P5	\$440.00	\$0.00	\$0.00	\$0.00	\$0.00	
P6	\$3,016.00	\$0.00	\$0.00	\$0.00	\$0.00	
P7	\$3,676.54	\$3,865.08	\$3,865.08	\$0.00	\$2,545.30	
P8	\$1,366.76	\$0.00	\$555.24	\$0.00	\$0.00	
P9	\$1,429.56	\$1,502.87	\$1,502.87	\$0.00	\$989.70	
F1	\$19,872.00	\$0.00	\$0.00	\$0.00	\$0.00	
F2	\$2,377.58	\$0.00	\$0.00	\$1,015.42	\$0.00	
F3	\$21,800.00	\$0.00	\$0.00	\$0.00	\$8,175.00	
F4	\$856.42	\$0.00	\$0.00	\$0.00	\$160.58	
F5	\$1,301.33	\$0.00	\$528.67	\$0.00	\$0.00	
F6	\$29,778.15	\$0.00	\$0.00	\$12,717.75	\$8,375.10	
F7	\$13,764.00	\$0.00	\$0.00	\$0.00	\$0.00	
F8	\$693.00	\$0.00	\$0.00	\$0.00	\$0.00	
F9	\$1,680.06	\$0.00	\$0.00	\$0.00	\$427.94	
F10	\$546.56	\$0.00	\$0.00	\$0.00	\$278.44	
F11	\$2,084.31	\$0.00	\$0.00	\$0.00	\$907.69	
F12	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	
F13	\$1,045.33	\$0.00	\$0.00	\$382.67	\$0.00	
F14	\$1,316.76	\$0.00	\$0.00	\$0.00	\$423.24	
F15	\$458.67	\$0.00	\$186.33	\$0.00	\$258.00	
F16	\$16,159.73	\$0.00	\$0.00	\$5,915.62	\$3,895.65	
F17	\$4,784.61	\$0.00	\$1,794.23	\$0.00	\$1,242.16	
F18	\$2,730.00	\$0.00	\$0.00	\$0.00	\$0.00	
F19	\$3,057.14	\$0.00	\$0.00	\$0.00	\$687.86	
F20	\$5,262.22	\$0.00	\$2,137.78	\$0.00	\$1,480.00	
F21	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	
F22	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	
F23	\$1,350.00	\$0.00	\$0.00	\$0.00	\$0.00	
P5A	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	
JT COST TOTAL	\$153,293.89	\$5,503.61	\$12,953.54	\$20,031.46	\$36,362.50	\$228,145.00
	67.19%	2.41%	5.68%	8.78%	15.94%	100.00%

UTILITY ONLY COST	APS	CTL	COX	COE ITS	COE ST LT & SVC	
Install Conduit	\$90,120.00	\$0.00	\$4,788.00	\$25,362.00	\$12,285.00	\$132,555.00
Pad, Pull Box	\$46,500.00	\$0.00				\$46,500.00
Cox 1F NORTH			\$4,867.00			\$4,867.00
APS A&G 15%		\$842.05	\$3,391.28	\$6,809.02	\$7,297.13	\$18,339.48
WA203287 Support Costs	\$305.63	\$10.97	\$25.83	\$39.94	\$72.50	\$454.87
COX 1F North Support Costs			\$5.44			\$5.44
WA203287 (A,B,C)	\$95,334.03	\$3,422.72	\$8,055.85	\$12,457.64	\$22,613.97	\$141,884.21
COX 1F North (A,B,C)			\$1,695.85			\$1,695.85
WA203287 (D,E,F)	\$60,255.23	\$2,163.31	\$5,091.65	\$7,873.77	\$14,293.01	\$89,676.96
COX 1F North (D,E,F)			\$1,071.85			\$1,071.85
Subtotal Cost	\$292,514.90	\$6,439.05	\$28,992.74	\$52,542.36	\$56,561.61	\$665,195.66
TOTAL COST	\$445,808.79	\$11,942.66	\$41,946.28	\$72,573.82	\$92,924.12	\$665,195.66

Without APS A&G \$646,856.18

ARIZONA PUBLIC SERVICE COMPANY
WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

Project #	%	Subcontractor Work	Sunland Labor	Sunland Equip	Rented Equip	Misc.	Unit Price Ext.	ADRA	Landscape	Survey	Sawcutting	Asphalt Paving	Conc. Replace	Dust Control	Subtotal Support Costs	Total
WA192219 1A R3	24.37%	\$241,943.00	\$2,763.60	\$4,586.98	\$1,530.46	\$696.99	-\$38,500.73	\$4,467.57	\$8,691.43	\$2,437.03	\$1,521.20	\$9,060.64	\$1,839.96	\$1,175.14	\$270.27	\$242,213.27
WA203287 1B R1	41.02%	\$407,200.00	\$4,651.24	\$7,720.08	\$2,575.82	\$1,173.07	-\$64,798.31	\$7,519.10	\$14,628.04	\$4,101.63	\$2,560.23	\$15,249.44	\$3,096.73	\$1,977.80	\$454.87	\$407,654.87
WA203289 1C R2	23.02%	\$228,548.00	\$2,610.59	\$4,333.03	\$1,445.72	\$658.40	-\$36,369.16	\$4,220.22	\$8,210.24	\$2,302.11	\$1,436.98	\$8,559.01	\$1,738.09	\$1,110.08	\$255.30	\$228,803.30
CL E684544 1D	6.25%	\$62,096.00	\$709.29	\$1,177.27	\$392.80	\$178.89	-\$9,881.42	\$1,146.63	\$2,230.70	\$625.48	\$390.42	\$2,325.46	\$472.24	\$301.61	\$69.37	\$62,165.37
CL E749374 1D	0.17%	\$1,700.00	\$19.42	\$32.23	\$10.75	\$4.90	-\$270.52	\$31.39	\$61.07	\$17.12	\$10.69	\$63.66	\$12.93	\$8.26	\$1.90	\$1,701.90
COX 1F SOUTH	4.68%	\$46,423.00	\$530.27	\$880.13	\$293.66	\$133.74	-\$7,387.36	\$857.22	\$1,667.68	\$467.61	\$291.88	\$1,738.52	\$353.04	\$225.48	\$51.86	\$46,474.86
COX 1F NORTH	0.49%	\$4,867.00	\$55.59	\$92.27	\$30.79	\$14.02	-\$774.49	\$89.87	\$174.84	\$49.02	\$30.60	\$182.27	\$37.01	\$23.64	\$5.44	\$4,872.44
	100.00%	\$992,777.00	\$11,340.00	\$18,822.00	\$6,280.00	\$2,860.00	-\$157,982.00	\$18,332.00	\$35,664.00	\$10,000.00	\$6,242.00	\$37,179.00	\$7,550.00	\$4,822.00	\$1,109.00	\$993,886.00

Project #	%	Subcontractor Work & Support	A Extended Overheads	B Furnish Water/Dust Suppression	C Pothing & Temp AC	D Subtotal	E Tax	F Bond	G Overhead & Profit	H Total
WA192219 1A R3	24.37%	\$242,213.27	\$61,358.73	\$20,463.67	\$2,479.89	\$326,515.55	\$21,667.67	\$3,481.83	\$28,133.20	\$379,798.25
WA203287 1B R1	41.02%	\$407,654.87	\$103,269.26	\$34,441.19	\$4,173.76	\$549,539.08	\$36,467.58	\$5,860.06	\$47,349.32	\$639,216.04
WA203289 1C R2	23.02%	\$228,803.30	\$57,961.65	\$19,330.71	\$2,342.60	\$308,438.26	\$20,468.05	\$3,289.06	\$26,575.62	\$358,770.99
CL E684544 1D	6.25%	\$62,165.37	\$15,748.05	\$5,252.11	\$636.48	\$83,802.01	\$5,561.13	\$893.63	\$7,220.54	\$97,477.31
CL E749374 1D	0.17%	\$1,701.90	\$431.13	\$143.79	\$17.42	\$2,294.24	\$152.25	\$24.46	\$197.68	\$2,668.63
COX 1F SOUTH	4.68%	\$46,474.86	\$11,773.25	\$3,926.48	\$475.83	\$62,650.42	\$4,157.50	\$668.08	\$5,398.08	\$72,874.08
COX 1F NORTH	0.49%	\$4,872.44	\$1,234.31	\$411.65	\$49.89	\$6,568.29	\$435.87	\$70.04	\$565.94	\$7,640.14
	100.00%	\$993,886.00	\$251,776.39	\$83,969.60	\$10,175.87	\$1,339,807.86	\$88,910.05	\$14,287.17	\$115,440.37	\$1,558,445.45

	Total A, B, C	Total D, E, F
WA192219 1A R3	\$84,302.29	\$53,282.70
WA203287 1B R2	\$141,884.21	\$90,748.81
WA203289 1C R2	\$79,634.95	\$50,332.74
CL E684544 1D	\$21,636.65	\$13,675.30
CL E749374 1D	\$592.35	\$374.39
COX 1F SOUTH	\$16,175.57	\$10,223.66
COX 1F NORTH	\$1,695.85	\$1,071.85
	\$218,637.59	

	D	E	F	Total	Percentage Tax per job	Percentage Bond per job	Percentage Overhead & Profit per job	Job Cost	Job Cost with D, E, F
WA192219	\$21,667.67	\$3,481.83	\$28,133.20	\$53,282.70	24.37%	24.37%	24.37%	\$326,515.55	\$379,798.25
WA203287	\$36,903.45	\$5,930.10	\$47,915.26	\$90,748.81	41.51%	41.51%	41.51%	\$556,107.37	\$646,856.18
WA203289	\$30,338.93	\$4,875.24	\$39,391.92	\$74,606.08	34.12%	34.12%	34.12%	\$457,184.94	\$531,791.02
Total	\$88,910.05	\$14,287.17	\$115,440.37	\$218,637.59	100.00%	100.00%	100.00%	\$1,339,807.86	\$1,558,445.45

Total D, E, F WA192219	\$53,282.70
Total D, E, F WA203287	\$90,748.81
Total D, E, F WA203289	\$74,606.08
Total D, E, F	\$218,637.59

APS JOBS

WA192219 - South	\$379,798.25
WA203287 - North	\$646,856.18
WA203289 - ST LT	\$531,791.02
Total Cost	\$1,558,445.45

SUNLAND ASPHALT

Costs from Pg. 1	Costs from Pg. 4	D, E, F
\$251,776.39	\$11,340.00	\$88,910.05
\$993,885.55	\$18,822.00	\$14,287.17
\$83,969.60	\$6,280.00	\$115,440.37
\$10,175.87	\$2,860.00	
\$1,339,807.41	-\$157,982.00	
\$88,910.05	\$1,112,566.00	
\$14,287.17	\$993,886.00	
\$115,440.37		
\$1,558,445.00		

CO#1F - COX Plans

Item	S/O Peoria	N/O Peoria
1	\$2,250.00	\$666.00
2	\$14,490.00	\$13,755.00
3	\$23,160.00	\$22,512.00
4	\$1,740.00	\$1,740.00
5	\$4,275.00	\$2,375.00
6	\$2,375.00	\$2,375.00
Z	\$3,000.00	\$3,000.00
	\$51,290.00	\$46,423.00



Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

May 26, 2016

Chris Hauser
City of El Mirage
12145 NW Grand Avenue
El Mirage, AZ. 85335

PROJECT: El Mirage - MCDOT Project: TT344 – Phase II
LOCATION: El Mirage Rd. – Cinnabar Ave. to Cactus Rd.

Dear Chris,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **WA203289** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of El Mirage ("City").

1) **To be provided and/or installed by APS contractor**

- a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the APS contractor.
- b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1", 2", 2.5" 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.
 - a) All trench, bell holes and backfill as required to splice APS cables to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
 - c) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.
 - d) Where duct banks are required: labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.
 - e) Labor to install APS provided manholes, pull boxes, transformer pads, box pads, j-boxes and ground rods (or alternate grounding material).
 - f) All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet ' from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT.**

- g) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.
- h) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.
- i) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Score (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

2) **To be provided by APS and installed by the APS contractor**

- a) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Arlen Score (602) 371-6017 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

3) **To be provided and installed by APS**

- b) Survey for horizontal control of APS related trenching and equipment. City contractor to call 602-371-7010 ten (10) working days in advance to needing control for trenching.
- c) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. City contractor to call (602) 371-6512 a minimum of five (5) working days prior to the start of trenching.
- d) APS Transmission and Distribution Construction Specifications as related to the project.
- e) All trench, bell holes and backfill as required to splice APS cables from the point at which the APS contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City contractor).
- f) Connections to the APS contractor's conduit after the system has been mandrelled and accepted.
- g) All conduit and sweeps, as required, from the point at which the APS contractor's conduit ended, to the existing energized electrical equipment.
- h) All secondary cable, primary cable, terminations, sweeps into energized transformers, mandreling of conduit into energized equipment and fuses in street light j-boxes.

4) The City has requested that APS remove 21 existing street lights in conflict with the El Mirage Rd. Improvement project. The City shall reimburse APS **\$7,192.90** for the removal of the existing 21 street lights per the existing street light agreement.

5) The City has requested that APS provide and install 86 new Transit style street lights as part of El Mirage Rd. Improvement project. The City shall reimburse APS **\$382,287.00** for the above described street lights per the existing street light agreement.

- 6) The City has requested that APS provide all trench and conduit work associated with the City street light system and City ITS system. The City shall reimburse APS **\$361,040.32** for trench and conduit for the above described trench and conduit.
- 7) The costs within this agreement are for APS providing/installing street lights, trench and conduit work related to the conversion and joint trench conduit for the City street light system and City ITS system.
- 8) APS engineering re-design per City redlines eliminating 30 street lights south of Peoria Ave. The City shall reimburse APS **\$12,610.00** for engineering re-design for the above described work.
- 9) The project cost breakdown is as follows:

Remove 21 street lights	\$ 7,192.90
Provide/install 86 Transit Lights	\$ 382,387.00
City ITS trench and conduit	\$ 123,436.45
City Street Light & Service trench and conduit	\$ 237,603.87
Engineering for APS re-design	<u>\$ 12,610.00</u>
Total City of El Mirage Cost	\$763,230.22

Please sign the enclosed letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-371-7546.

Sincerely,



Ron Gandara
Customer Project Manager, Sr.

Enclosure

The City of El Mirage agrees to reimburse APS the amount of \$763,230.22 for all the work APS performed in association with the City's project.

Approved and accepted this _____ day of _____, 2016, on behalf of the City of El Mirage

Printed Name:

Title:

Signature:

The individual executing this Agreement on behalf of the City represents and warrants: (i) that he or she is authorized to do so on behalf of the City; (ii) that he or she has full legal power and authority to bind the City in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

JOB #: WA203289
 LOCATION: El Mirage Rd - St Lt's - Cinnabar Ave to Cactus Rd

TRENCH AREA CALCULATION			
COMPANY	WIDTH	DEPTH	AREA
S1			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S2			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S3			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	6	27	162
S4			
APS	0	0	0
CENTURYLINK	0	0	0
COX	12	42	504
COE ITS	0	0	0
COE ST LT & SVC	6	27	162
S5			
APS	0	0	0
CENTURYLINK	0	0	0
COX	0	0	0
COE ITS	6	41	246
COE ST LT & SVC	6	27	162
S6			
APS	0	0	0
CENTURYLINK	0	0	0
COX	12	42	504
COE ITS	0	0	0
COE ST LT & SVC	6	27	162

COST BREAKDOWN			
TRENCH	COST	OTHER	Total
S1	\$32,775.00	\$0.00	\$32,775.00
S2	\$23,044.00	\$0.00	\$23,044.00
S3	\$77,672.00	\$0.00	\$77,672.00
S4	\$35,936.00	\$0.00	\$35,936.00
S5	\$1,380.00	\$0.00	\$1,380.00
S6	\$1,600.00	\$0.00	\$1,600.00
OTHER	\$0.00	\$0.00	
Total	\$172,407.00		\$172,407.00

OTHER = traffic control, sidewalk repair, etc.

PERCENTAGE ALLOCATION

TRENCH DETAIL	APS	CTL	COX	COE ITS	COE ST LT & SVC
S1	0.0%	0.0%	0.0%	0.0%	100.0%
S2	0.0%	0.0%	0.0%	0.0%	100.0%
S3	0.0%	0.0%	0.0%	60.3%	39.7%
S4	0.0%	0.0%	75.7%	0.0%	24.3%
S5	0.0%	0.0%	0.0%	60.3%	39.7%
S6	0.0%	0.0%	75.7%	0.0%	24.3%

100.0%
100.0%
100.0%
100.0%
100.0%
100.0%

COST ALLOCATION

TRENCH DETAIL	APS	CTL	COX	COE ITS	COE ST LT & SVC
S1	\$0.00	\$0.00	\$0.00	\$0.00	\$32,775.00
S2	\$0.00	\$0.00	\$0.00	\$0.00	\$23,044.00
S3	\$0.00	\$0.00	\$0.00	\$46,831.65	\$30,840.35
S4	\$0.00	\$0.00	\$27,194.81	\$0.00	\$8,741.19
S5	\$0.00	\$0.00	\$0.00	\$832.06	\$547.94
S6	\$0.00	\$0.00	\$1,210.81	\$0.00	\$389.19
JT COST TOTAL	\$0.00	\$0.00	\$28,405.62	\$47,663.71	\$96,337.67
	0.00%	0.00%	16.48%	27.65%	55.88%

\$172,407.00
100.00%

UTILITY ONLY COST	APS	CTL	COX	COE ITS	COE ST LT & SVC
Install Conduit			\$12,996.00	\$25,245.00	\$40,690.00
Pad, Pull Box					
Century Link 1D E.684544		\$39,306.00			
Century Link 1D E.749374		\$1,700.00			
COX 1F South			\$46,423.00		
APS A&G 15%		\$6,150.90	\$13,173.69	\$10,936.31	\$20,554.15
WA203289 Support Costs			\$46.26	\$77.62	\$156.88
Century Link 1D E.684544 Support Costs		\$43.91			
Century Link 1D E.749374 Support Costs		\$1.90			
COX 1F South Support Costs			\$51.86		
WA203289 (A,B,C)			\$14,428.92	\$24,211.26	\$48,935.69
Century Link 1D E.684544 (A,B,C)		\$13,695.73			
Century Link 1D E.749374 (A,B,C)		\$592.35			
COX 1F South (A,B,C)			\$16,175.57		
WA203289 (D,E,F)			\$9,119.70	\$15,302.56	\$30,929.47
Century Link 1D E.684544 (D,E,F)		\$8,656.29			
Century Link 1D E.749374 (D,E,F)		\$374.39			
COX 1F South (D,E,F)			\$10,223.66		
Subtotal Cost		\$70,521.46	\$122,638.66	\$75,772.75	\$141,266.20
TOTAL COST	\$0.00	\$70,521.46	\$151,044.28	\$123,436.45	\$237,603.87

\$78,931.00
\$39,306.00
\$1,700.00
\$46,423.00
\$50,815.05
\$280.76
\$43.91
\$1.90
\$51.86
\$87,575.87
\$13,695.73
\$592.35
\$16,175.57
\$55,351.74
\$8,656.29
\$374.39
\$10,223.66
\$582,606.07
\$582,606.07
\$531,791.02

With out APS A&G

ARIZONA PUBLIC SERVICE COMPANY
WESTERN UNDERGROUND FORMULA TRENCH COST ALLOCATION

Project #	%	Subcontractor Work	Sunland Labor	Sunland Equip	Rented Equip	Misc.	Unit Price Ext.	ADRA	Landscape	Survey	Sawcutting	Asphalt Paving	Conc. Replace	Dust Control	Subtotal Support Costs	Total
WA192219 1A R3	24.37%	\$241,943.00	\$2,763.60	\$4,586.98	\$1,530.46	\$696.99	-\$38,500.73	\$4,467.57	\$8,691.43	\$2,437.03	\$1,521.20	\$9,060.64	\$1,839.96	\$1,175.14	\$270.27	\$242,213.27
WA203287 1B R1	41.02%	\$407,200.00	\$4,651.24	\$7,720.08	\$2,575.82	\$1,173.07	-\$64,798.31	\$7,519.10	\$14,628.04	\$4,101.63	\$2,560.23	\$15,248.44	\$3,086.73	\$1,977.80	\$454.87	\$407,654.87
WA203289 1C R2	25.32%	\$251,338.00	\$2,870.91	\$4,765.10	\$1,589.89	\$724.06	-\$39,985.77	\$4,641.05	\$9,028.93	\$2,531.67	\$1,580.27	\$9,412.48	\$1,911.41	\$1,220.77	\$280.76	\$251,618.76
CL E684544 1D	3.96%	\$39,306.00	\$448.97	\$745.20	\$248.64	\$113.23	-\$6,254.82	\$725.80	\$1,412.01	\$395.92	\$247.13	\$1,471.99	\$298.92	\$190.91	\$43.91	\$39,349.91
CL E749374 1D	0.17%	\$1,700.00	\$19.42	\$32.23	\$10.75	\$4.90	-\$270.52	\$31.39	\$61.07	\$17.12	\$10.69	\$63.66	\$12.93	\$8.26	\$1.90	\$1,701.90
COX 1F SOUTH	4.68%	\$46,423.00	\$530.27	\$880.13	\$293.66	\$133.74	-\$7,387.36	\$857.22	\$1,667.68	\$467.61	\$291.88	\$1,738.52	\$353.04	\$225.48	\$51.86	\$46,474.86
COX 1F NORTH	0.49%	\$4,867.00	\$55.59	\$92.27	\$30.79	\$14.02	-\$774.49	\$89.87	\$174.84	\$49.02	\$30.60	\$182.27	\$37.01	\$23.64	\$5.44	\$4,872.44
	100.00%	\$992,777.00	\$11,340.00	\$18,822.00	\$6,280.00	\$2,860.00	-\$157,982.00	\$18,332.00	\$35,664.00	\$10,000.00	\$6,242.00	\$37,179.00	\$7,550.00	\$4,822.00	\$1,109.00	\$993,886.00

Project #	%	Subcontractor Work & Support	A Extended Overheads	B Furnish Water/Dust Suppression	C Potholing & Temp AC	D Subtotal	E Tax	F Bond	G Overhead & Profit	H Total
WA192219 1A R3	24.37%	\$242,213.27	\$61,358.73	\$20,463.67	\$2,479.89	\$326,515.55	\$21,667.67	\$3,481.83	\$28,133.20	\$379,798.25
WA203287 1B R1	41.02%	\$407,654.87	\$103,269.26	\$34,441.19	\$4,173.76	\$549,539.08	\$36,467.58	\$5,860.06	\$47,349.32	\$639,216.04
WA203289 1C R2	25.32%	\$251,618.76	\$63,741.38	\$21,258.30	\$2,576.19	\$339,194.63	\$22,509.06	\$3,617.03	\$29,225.65	\$394,546.37
CL E684544 1D	3.96%	\$39,349.91	\$9,968.32	\$3,324.52	\$402.88	\$53,045.64	\$3,520.12	\$565.66	\$4,570.51	\$61,701.93
CL E749374 1D	0.17%	\$1,701.90	\$431.13	\$143.79	\$17.42	\$2,294.24	\$152.25	\$24.46	\$197.68	\$2,668.63
COX 1F SOUTH	4.68%	\$46,474.86	\$11,773.25	\$3,926.48	\$475.83	\$62,650.42	\$4,157.50	\$668.08	\$5,398.08	\$72,874.08
COX 1F NORTH	0.49%	\$4,872.44	\$1,234.31	\$411.65	\$49.89	\$6,568.29	\$435.87	\$70.04	\$665.94	\$7,640.14
	100.00%	\$993,886.00	\$251,776.39	\$83,969.60	\$10,175.87	\$1,339,807.86	\$88,910.05	\$14,287.17	\$115,440.37	\$1,558,445.45

	Total A, B, C	Total D, E, F
WA192219 1A R3	\$84,302.29	\$53,282.70
WA203287 1B R1	\$141,884.21	\$90,676.96
WA203289 1C R2	\$87,575.87	\$55,351.74
CL E684544 1D	\$13,695.73	\$8,656.29
CL E749374 1D	\$592.35	\$374.39
COX 1F SOUTH	\$16,175.57	\$10,223.66
COX 1F NORTH	\$1,695.85	\$1,071.85
	\$218,637.59	

	D Tax Total	E Bond Total	F Overhead & Profit Total	Total	Percentage Tax per job	Percentage Bond per job	Percentage Overhead & Profit per job	Job Cost	Job Cost with D, E, F
WA192219	\$21,667.67	\$3,481.83	\$28,133.20	\$53,282.70	24.37%	24.37%	24.37%	\$326,515.55	\$379,798.25
WA203287	\$36,903.45	\$5,930.10	\$47,915.26	\$90,748.81	41.51%	41.51%	41.51%	\$556,107.37	\$646,856.18
WA203289	\$30,338.93	\$4,875.24	\$39,391.92	\$74,606.08	34.12%	34.12%	34.12%	\$457,184.94	\$531,791.02
Total	\$88,910.05	\$14,287.17	\$115,440.37	\$218,637.59	100.00%	100.00%	100.00%	\$1,339,807.86	\$1,558,445.45

Total D, E, F WA192219	\$53,282.70
Total D, E, F WA203287	\$90,748.81
Total D, E, F WA203289	\$74,606.08
Total D, E, F	\$218,637.59

APS JOBS

WA192219 - South	\$379,798.25
WA203287 - North	\$646,856.18
WA203289 - ST LT	\$531,791.02
Total Cost	\$1,558,445.45

SUNLAND ASPHALT

Costs from Pg. 1	Costs from Pg. 4
\$251,776.39	\$11,340.00
\$993,886.55	\$18,822.00
\$83,969.60	\$6,280.00
\$10,175.87	\$2,860.00
\$1,339,807.41	-\$157,982.00
\$88,910.05	\$1,112,566.00
\$14,287.17	\$993,886.00
\$115,440.37	
\$1,558,445.00	

D, E, F

\$88,910.05
\$14,287.17
\$115,440.37
\$218,637.59

CO#1F - COX Plans

Item	S/O Peoria	N/O Peoria
1	\$2,250.00	\$666.00
2	\$14,490.00	\$13,755.00
3	\$23,160.00	\$22,512.00
4	\$1,740.00	\$0.00
5	\$4,275.00	\$1,900.00
6	\$2,375.00	\$0.00
7	\$3,000.00	\$0.00
	\$51,290.00	\$46,423.00



Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

May 2, 2016

Chris Hauser Assistant City Engineer
City of El Mirage
12145 NW Grand Avenue
El Mirage AZ 85335

PROJECT: ADOT / City of El Mirage – Project #060-MA-143-H8374-01C
LOCATION: Thunderbird Road & Grand Avenue
SUBJECT: Letter of Agreement WA301085
APS 12KV facilities Overhead to Underground Conversion Cost

Dear Chris,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **WA301085** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of El Mirage ("City").

- 1) **Trench and conduit To be provided and installed APS**
 - a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the City contractor and City crews.
 - b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1", 2", 2.5" 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.
 - c) All empty conduit ends shall be plugged with expandable plugs when terminated inside an equipment enclosure. Glue and cap all empty conduit stubbed in soil or terminated outside of an equipment enclosure.
 - d) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.
 - e) Labor to install APS provided j-boxes, ground rods (or alternate grounding material), pad vaults, transformer pads, flat strap and conduit plugs.
 - f) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.
 - g) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.

2) **Electrical work To be provided and installed by APS**

- a) Survey for horizontal control of APS related trenching and equipment.
 - b) All 12KV underground material, 12KV overhead removal and work associated with the 12KV overhead to underground conversion construction equipment, including but not limited to; poles, switching cabinets, cable, transitions, transformers, primary distribution and feeder terminations, per the APS WA301085 Plan Sheets.
 - c) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations.
 - d) APS and Distribution Construction Specifications as related to the project and per the APS design construction plan sheets.
 - e) All trench, bell holes and backfill as required to splice APS cables to the new APS equipment cabinet (surface restoration is to be provided by the APS excavation contractor).
 - f) Connections to the City contractor's conduit that is a part of another City of El Mirage road improvement project after the system has been mandrelled and accepted.
 - g) All conduit and sweeps, as required to the existing energized electrical equipment.
 - h) All service cable, primary cable, terminations, sweeps into energized transformers, mandrelling of conduit into energized equipment.
- 3) Per the City of El Mirage's request, APS shall install a new underground 12KV distribution system that will replace the existing 12KV overhead system that is in conflict with the new ADOT / City of El Mirage Thunderbird and US60 Road improvements. The City of El Mirage shall reimburse APS **\$247,723.33** for the construction of the above described work.

Please sign and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction; I also included a copy of the APS plans for your use. If you have any questions, please call me at 602-371-7989.

Sincerely,

Bobby Garza
Sr. Governmental Liaison

Enclosure

The City of El Mirage agrees to reimburse APS the amount of \$247,723.33 for all the work APS performed in association with the ADOT / City of El Mirage Project #060-MA-143-H8374-01C.

Approved and accepted this _____ day of _____, 2016, on behalf of the City of El Mirage

Printed Name:

Title:

Signature:

The individual executing this Agreement on behalf of the City represents and warrants: (i) that he or she is authorized to do so on behalf of the City; (ii) that he or she has full legal power and authority to bind the City in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.