CITY OF EL MIRAGE
REGULAR MEETING OF THE COMMON COUNCIL

AGENDA

Mayor Alexis Hermosillo
Vice Mayor Jacquelyn Parsons
Councilmember Monica Dorcey
Councilmember Ryan Eldridge
Councilmember Scottie Gentry
Councilmember Anita Norton
Councilmember Donna Winston

6:00 PM - Wednesday, September 3, 2025

City Council Chambers
10000 N. El Mirage Road, El Mirage, AZ 85335

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City of El Mirage City Council and to the general public that the El Mirage City Council meetings are open to the public. Doors open to the Council Chambers approximately 30-minutes prior to the posted public meeting time. Public access to this meeting is available online using the following links:Watch the Meeting Live or to participate in Call to the Public or dial 480-561-6082 followed by entering the Conference ID number 456 871 334#. Once you are connected, please place yourself on mute.

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices before the meeting is called to order.

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. § 38.431.03, including legal advice from the City Attorney.

1. ROLL CALL

2. CALL TO ORDER

Pledge of Allegiance
Moment of Silence

3. PROCLAMATION

1. Declaring September 2025 as National Suicide Awareness and Prevention Month. (Administration)

2. Declaring September 2025 as Ovarian Cancer Awareness Month. (Administration)

3. Declaring September 2025 as Speak Up, Stand Up, Save a Life Month. (Administration)

4. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body 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 follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

5. 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 to approve the minutes of the City Council Work Session held Tuesday, July 1, 2025, the Regular City Council meeting held Tuesday, July 1, 2025, the Special City Council Meeting held Tuesday, July 8, 2025, and the Regular City Council Meeting of August 18, 2025. (City Clerk)

   The minutes were amended after the distribution of the agenda. This item was moved from Consent for consideration and action on the Regular Agenda as 6.1.a.
   Councilmember Dorcey moved, seconded by Councilmember Winston.
   Motion carried (5/2)
   NAYS: Councilmember Gentry and Councilmember Norton

2. Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY2026 Victims' Rights Program in the amount of $14,500 for the El Mirage City Prosecutor's Office, and authorize Finance to make the necessary budget transfers (Police/Grants)

3. Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY2026 Victims' Rights Program in the amount of $14,500 for the El Mirage Police Department and authorize Finance to make the necessary budget transfers (Police/Grants)

4. Consideration and action to authorize the City Manager to sign an agreement with US Bank to replace Chase Bank as our purchasing card provider. (Finance)

5. Consideration and action to enter into a Professional Services Contract with NFra, Inc. to provide design services and construction documents for the Cactus Road Half Street Improvements in the amount of $169,561. (Development Services)

6. Consideration and action to award a contract to Weems Apshalt using the 1GPA National Cooperative Contract #22-15P-05-E3 to install the speed cushions on A Street between Thunderbird Road East and Myer Lane in the amount of $58,093, including a 10% contingency. (Development Services)

7. Consideration and action to authorize amendment to purchase order 25190 in an amount of $12,173.90 to complete the Alto well site rehabilitation project previously approved on March 18, 2025. (Public Works)

8. Consideration and action to authorize the City Manager to order 1826 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of $721,270, and authorize the finance department to make any necessary transfers. (Public Works)

9. Consideration and action to approve the Intergovernmental Agreement (IGA) for the School Resource Officer (SRO) with the Dysart Unified School District (DUSD) for the 2025/2026 school year at a cost not to exceed $274,598.00 (Police).

Councilmember Dorcey moved, seconded by Councilmember Winston, to approve Consent Agenda Items 5.2 - 5.9.
Motion carried. (6/1)
NAY: Councilmember Norton.

6. REGULAR AGENDA

1. Consideration and action to approve contract EM25-LSM02 for Landscape Maintenance Services for City facilities, rights of way, and parks with selected vendors. (Parks & Recreation, Public Works)

Councilmember Dorcey moved, seconded by Mayor Hermosillo.
Motion carried. (6/1)
NAY: Councilmember Gentry

7. CITY MANAGER'S COMMENTS & 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.

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

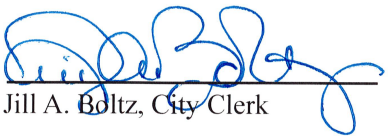
The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

9. 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, 10000 N El Mirage Road, 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 SEPTEMBER 3, 2025.

I hereby certify that this agenda was posted on August 28, 2025, at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road and 2) the City of El Mirage website at www.elmirageaz.gov.



Jill A. Boltz, City Clerk

City of El Mirage Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Declaring September 2025 as National Suicide Awareness and Prevention Month. (Administration)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Proclamations
SUBMITTED BY: Amber Wakeman, Deputy Director Intergov & PR	**DEPARTMENT:** Administration

BACKGROUND:

September is National Suicide Prevention Month, in which mental health advocates, prevention organizations, survivors, allies, and community members unite to promote suicide prevention awareness, raise awareness of rising suicide rates, and work together to reduce the stigma surrounding mental health. While there is no single cause or single solution to suicide, we know that access to support and treatment can save lives. Unfortunately, more than 49,300 people die nationwide by suicide, which is 1 death by suicide every 11 minutes. The City of El Mirage publicly supports those who work in the fields of mental health, education, and public safety, recognizing their crucial role in suicide prevention and mental health advocacy, and we encourage all residents of El Mirage to educate themselves on mental health awareness and support one another through life's challenges.

RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A

ATTACHMENTS

National Suicide Prevention Month

PROCLAMATION

CITY OF ELMIRAGE
NATIONAL SUICIDE AWARENESS AND PREVENTION MONTH – SEPTEMBER 2025

WHEREAS, September is National Suicide Prevention Month, in which mental health advocates, prevention organizations, survivors, allies, and community members unite to promote suicide prevention awareness, raise awareness of rising suicide rates, and work together to reduce the stigma surrounding mental health; and

WHEREAS, suicide is one of the leading causes of death in the United States, with more than 49,300 people who died by suicide in 2024, which is 1 death every 11 minutes by suicide; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), in 2024, 12.8 million adults seriously thought about suicide, 3.7 million made a plan for suicide, and there were 1.5 million attempted suicides; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, profession, or background, and it is crucial to recognize that mental health challenges are universal; and

WHEREAS, the City of El Mirage publicly supports those who work in the fields of mental health, education, and public safety, recognizing their crucial role in suicide prevention and mental health advocacy; and

WHEREAS, we encourage all residents of El Mirage to educate themselves on mental health awareness and support one another through life's challenges, and

NOW, THEREFORE, I, Alexis Hermosillo, Mayor of El Mirage, do hereby proclaim the month of September 2025 as National Suicide Prevention Month in the City of El Mirage and encourage all citizens to support the efforts of organizations that provide education, outreach, and support in the fight against suicide.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of El Mirage to be affixed this 3rd day of September 2025.

_____

Alexis Hermosillo
Mayor

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Declaring September 2025 as Ovarian Cancer Awareness Month. (Administration)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Proclamations
SUBMITTED BY: Amber Wakeman, Deputy Director Intergov & PR	**DEPARTMENT:** Administration

BACKGROUND:

The City of El Mirage was approached to designate September 2025 as Ovarian Cancer Awareness Month by an ovarian cancer survivor representing Arizona. Ovarian cancer is the 5th leading cause of death among women and the American Cancer Society estimates each year approximately 20,890 women will be diagnosed with ovarian cancer in 2025. Due to vague symptoms and the lack of reliable early detection tests, most women are not diagnosed until Stage III or later, when the cancer has already begun to spread. The hope is that through increased public awareness and education of ovarian cancer and its risks, lives can be saved from this disease.

RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A

ATTACHMENTS

Ovarian Cancer Awareness Month

PROCLAMATION

OVARIAN CANCER AWARENESS MONTH

WHEREAS, Ovarian cancer is the 5th leading cause of death among women and the American Cancer Society estimates each year approximately 20,890 women will be diagnosed with ovarian cancer and 12,730 will die from the disease nationwide—including an estimated 470 new cases and 330 deaths in Arizona; and

WHEREAS, a woman's lifetime risk of being diagnosed with ovarian cancer is approximately 1 in 91, and her lifetime risk of dying from the disease is approximately 1 in 143;

WHEREAS, due to vague symptoms and the lack of reliable early detection test most women are not diagnosed until Stage III or later, when the cancer has already begun to spread to the lymph nodes and outside of the pelvis;

WHEREAS, although the five-year survival rate for Stage I ovarian cancer is over 90 percent, only 15 percent of ovarian cancers are diagnosed at this early stage, and the five-year survival rate for late-stage ovarian cancer is below 30 percent;

WHEREAS, while a mammogram can detect breast cancer and a pap smear can detect cervical cancer, there is no reliable early detection test for ovarian cancer;

WHEREAS, this month, the City of El Mirage joins all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, and our state's many dedicated healthcare workers in spreading awareness, committing to public education, and embracing hope for better diagnoses, treatments and a cure.

NOW, THEREFORE, I, Alexis Hermosillo, Mayor of El Mirage, Arizona do hereby proclaim September 2025 as Ovarian Cancer Awareness Month and, I encourage all residents of El Mirage to observe Ovarian Cancer Awareness Month and support the cause that so deeply impacts families in every community across our country.

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Alexis A. Hermosillo, Mayor

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Declaring September 2025 as Speak Up, Stand Up, Save a Life Month. (Administration)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Proclamations
SUBMITTED BY: Amber Wakeman, Deputy Director Intergov & PR	**DEPARTMENT:** Administration

BACKGROUND:

The City of El Mirage is proud to join 20 other cities from Maricopa County in combating youth suicide, bullying, substance abuse, and stigma by supporting the Speak Up, Stand Up, Save a Life mission and conference that will be held on September 16, 2025, at Grand Canyon University. The Speak Up, Stand Up, Save a Life movement is in its ninth year and has reached over 500,000 young people in our state by teaching students in local schools how to identify and report warning signs and cries for help. By providing the necessary tools through communication, we can prevent unnecessary tragedies and make our community safer for every child.
All proclamations will be shared on the Speak Up, Stand Up, Save a Life website.

RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A

ATTACHMENTS

Speak Up Stand Up Save a Life

Office of the Mayor
City of El Mirage

PROCLAMATION
Speak Up, Stand Up, Save a Life Month
September 2025

WHEREAS, the Speak Up, Stand Up, Save a Life movement presents an ideal opportunity to help bridge the gap between our local community, government, and law enforcement in a positive way; and

WHEREAS, our local schools are facing preventable suicides and tragedies that may include warning signs in person or online, but bystanders and friends remain silent among threats or cries for help; and

WHEREAS, our young people can be empowered to seek help for themselves, be advocates for their peers, report concerning posts or comments to school representatives or law enforcement, and adults can receive training to help spread the message it is okay to care enough to speak up, stand up and save a life; and

WHEREAS, Arizona students from 169 public, charter, private, and tribal schools have learned the message and created student-led impact projects in their schools and communities that have impacted over 500,000 youth in the state of Arizona.

NOW, THEREFORE, the City of El Mirage proclaims the month of September to be Speak Up, Stand Up, Save a Life Month. Arizona schools, students, parents, educators, police departments, and community organizations are encouraged to coordinate a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.

IN WITNESS THEREOF, I, Mayor Alexis A. Hermosillo, have hereunto set my hand and cause the Seal of the City of El Mirage to be affixed this 3rd day of September 2025.

_____
Alexis A. Hermosillo, Mayor

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the minutes of the City Council Work Session held Tuesday, July 1, 2025, the Regular City Council meeting held Tuesday, July 1, 2025, the Special City Council Meeting held Tuesday, July 8, 2025, and the Regular City Council Meeting of August 18, 2025. (City Clerk) ***The minutes were amended after the distribution of the agenda. This item was moved from Consent for consideration and action on the Regular Agenda as 6.1.a.*** ***Councilmember Dorcey moved, seconded by Councilmember Winston.*** ***Motion carried (5/2)*** ***NAYS: Councilmember Gentry and Councilmember Norton***	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Jill Boltz, City Clerk	**DEPARTMENT:** City Clerk

RECOMMENDATION:

Approve the minutes as presented.

PROPOSED MOTION:

I move to approve the minutes of the City Council Work Session held Tuesday, July 1, 2025, the Regular City Council meeting held Tuesday, July 1, 2025, the Special City Council meeting held Tuesday, July 8, 2025, and the Regular City Council meeting of August 18, 2025.

ATTACHMENTS

2025-07-01 City Council Work Session minutes_DRAFT
2025-07-01 City Council Meeting minutes_revised
2025-07-08 Special City Council Meeting minutes_revised
2025-07-08 Special City Council Meeting minutes_attachments
2025-08-18 City Council Meeting minutes_DRAFT

D R A F T

WORK SESSION OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
5:00 PM -TUESDAY, JULY 1, 2025

Minutes

1. **ROLL CALL**

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Anita Norton; Councilmember Donna Winston

2. **CALL TO ORDER - meeting called to order at 5:00 p.m.**

3. **CITY VEHICLE REPLACEMENT PROCEDURE PRESENTATION**

Crystal Dyches, City Manager, introduced the Work Session item and thanked the City Council for attending tonight's presentation on City Vehicle Replacement Procedure. This meeting focused on how the city evaluates when and why vehicles are replaced, and the methodology used in how decisions are made when replacing vehicles. She asked Councilmembers for policy direction moving forward.

Nick Russo, Public Works Director, outlined the purpose of the vehicle replacement program, Public Work's role, how the program works and the current capital replacement schedule. The vehicle replacement program provides guidelines for the City's replacement of vehicles across multiple departments. It focuses on safety, dependability and cost-effectiveness. Public Works serves as the manager for the fleet for the non-public safety departments of the City. The general guidelines for the program are: service life, economic life, departmental needs and technological improvements. The criteria for replacement of vehicles begin at 15 years or 150,000 miles. The value of vehicles is based on the mileage rate, which is calculated by using the current IRS mileage rate multiplied by miles driven, which amounts to the annual value. The current capital schedule for vehicle replacement is 13 vehicles over the next five years.

Council discussion included the current mileage of vehicles, maintenance schedules on vehicles, dealerships used to purchase vehicles, the number of mechanics on staff, defining upfitting pickup trucks, and the frequency of use of the Vactor truck.

Tim Mason, Assistant Police Chief, detailed the Police Department vehicle replacement process. He outlined the current fleet, methodology, justification, and current and future fleet needs. There are currently 64 vehicles, 3 speed/advisory trailers, and 1 utility trailer in the El Mirage Police Department Fleet. A recent inspection revealed several vehicles had reached "end of life", meaning, over eight years old or logged more than 100,000 miles. Assistant Chief Mason discussed the effect of engine idle hours on vehicles. One engine idle hour is equivalent to 30-33 driven miles on vehicles. When considering vehicle replacement, total miles driven, engine idle hours and maintenance costs are all factors that are added together before final decisions are made. In fiscal year 2025/2026, three full-service replacement police vehicles and two additional replacement dual-purpose covert/administration vehicles are set to be purchased.

Council discussion included the frequency of oil changes, how engine idle hours are calculated and the make and model of vehicles purchased for police vehicles.

Council reached a consensus that staff should continue with the current vehicle replacement program using the approach and methodology discussed.

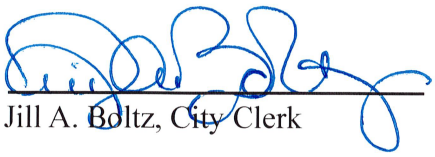
4. **ADJOURNMENT - meeting adjourned at 6:08 p.m.**

_____
Alexis A. Hermosillo, Mayor

ATTEST:

_____
Jill A. Boltz, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the El Mirage City Council Work Session held on Tuesday, July 1, 2025 and a quorum was present.



Jill A. Boltz, City Clerk

D R A F T

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -TUESDAY, JULY 1, 2025

Minutes

1. **ROLL CALL**

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Anita Norton; Councilmember Donna Winston

2. **CALL TO ORDER - meeting called to order at 6:18 p.m.**

Pledge of Allegiance
Moment of Silence

3. **PRESENTATION - there was no presentation for this meeting.**

4. **CALL TO THE PUBLIC**

Citizens desiring to speak on any issue within the jurisdiction of the public body 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 follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

Thomas George, resident, stated the compensation study for $30,000 and paying $94,000 to cut grass was excessive. There was an item on the agenda for new defibrillators for $45,000 and asked if the current defibrillators are old and outdated and whether one has ever been used. The council should be better stewards of the taxpayers dollars.

Jeff Lach, resident, stated he was opposed to the whole Consent Agenda. Items such as the compensation study, parks maintenance, defibrillators, turnout equipment and the Glendale Training Center are going to cost approximately $2.4 million dollars and the City should not be spending this money.

5. **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 to approve the minutes of the Work Session and Regular Council meeting held Tuesday, June 17, 2025, and the Work Session of June 19, 2025. (City Clerk)

   At Councilmember Gentry's request, this item was pulled from Consent for consideration and action on the Regular Agenda as 6.1.A.
   Mayor Hermosillo moved, seconded by Councilmember Dorcey.
   Motion carried (4/3)
   NAY: Councilmember Gentry, Councilmember Eldridge, and Councilmember Norton

2. Consideration and action to adopt Ordinance No. O25-07-07, amending sections of the City Code related to the City Clerk. (City Clerk)

   At the request of Councilmember Gentry, this item was pulled from the Consent for consideration and action on the Regular Agenda as 6.1.B
   Councilmember Dorcey moved, seconded by Councilmember Winston.
   Motion carried (6/1).
   NAY: Councilmember Norton

3. Consideration and action to authorize the City Manager to enter into a contract for Sales Tax Auditing and Consulting Services with Howard Auditing Group. (Finance)

4. Consideration and action to enter into an agreement with Public Sector Personnel Consultants to complete a compensation study for a cost not to exceed $30,000. (Human Resources)

   At Councilmember Eldridge's request, this item was pulled from the Consent for consideration and action on the Regular Agenda as 6.1.C.
   Councilmember Dorcey moved, seconded by Mayor Hermosillo.
   Motion carried. (6/1)
   NAY: Councilmember Gentry

5. Consideration and action to renew NEOGOV's Software-as-a-Service (SaaS) Agreement for their Insight job posting and application processing software subscription and the Perform employee evaluations management software subscription, for an amount not to exceed $23,000 annually. (Human Resources)

6. Consideration and action to allow parking restrictions on the north side of Ash Street, west of Main Street. (Development Services)

7. Consideration and action to authorize the City Manager to enter into budgeted goods and services contracts, according to the attached list of vendors, to allow Public Works to perform their duties during FY 25/26. (Public Works)

   At Councilmember Eldridge's request, this item was pulled from Consent for consideration and action on the Regular Agenda as 6.1.D.
   Vice Mayor Parsons moved, seconded by Councilmember Winston.
   Motion carried. (6/1)
   NAY: Councilmember Gentry

8. Consideration and action to approve the purchase of landscape maintenance services for July through September 2025 for City facilities, parks, and rights of way with Brightview Landscape Services in the amount of $94,494.42. (Public Works/Parks and Rec)

At Councilmember Eldridge's request, this item was pulled from Consent for consideration and action on the Regular Agenda as 6.1.E.
Councilmember Dorcey moved, seconded by Councilmember Winston.
Motion carried. (6/1)
NAY: Councilmember Gentry

9. Consideration and action to approve the additional nine License Plate Reader (LPR) cameras added to the current Flock Safety 5-year contract for an additional annual cost of $35,350 (including taxes), which will be added to our existing contract of $178,705.50 (including taxes) for an annual grand total of $214,055.50.(Police).

10. Consideration and action to approve the first of two available one-year amendment extensions to an agreement with W.W. Williams Company, LLC to provide Fire Apparatus Maintenance & Repair Services for the City of El Mirage, for an amount not to exceed $161,000, with a 4% increase in labor hourly rates, with other terms and conditions remaining unchanged. (Fire)

11. Consideration and action to approve the purchase of 18 replacement Automated External Defibrillators (AED) from Stryker Medical for an amount of $49,402.20. (Fire)

12. Consideration and action to approve the purchase of replacement fire structure turn-out coats and pants from L.N. Curtis for an amount not to exceed $34,046.95. (Fire)

Vice Mayor Parsons moved, seconded by Councilmember Winston to approve Consent Agenda Items 5.3, 5.5, 5.6, 5.9 - 5.12
Motion carried (6/1)
NAY: Councilmember Gentry

13. Consideration and action to enter into an Intergovernmental Agreement (IGA) between the West Valley Cities and Fire Districts and the City of El Mirage for the use of fire apparatus on an as-needed basis to benefit public safety. (Fire)

This item was removed to be brought back at a later date with additional information.

6. **REGULAR AGENDA**

Consent Agenda Item 5.1 was pulled and discussed as Regular Agenda Item 6.1.a.

Consideration and action to prove the minutes of the Work Session and Regular Council meeting held Tuesday, June 17, 2025, and the Work Session of June 19, 2025. (City Clerk)

Mayor Hermosillo stated this item was requested to be pulled by Councilmember Gentry.

Councilmember Gentry stated that while looking over the minutes, she read everything discussed pertaining to the presenter and the employees, but there was no conversation detailing what the council had to say. She requested this item be tabled, so the clerk could put more information into the minutes.

Councilmember Dorcey stated this is totally unnecessary. The Work Session is meant to speak

freely and converse about issues and exchange views. The work sessions are recorded. Taking away the opportunity and inhibiting opportunities for council to deliberate is contrary to good governance and a bad idea an oppose this item being delayed for approval.

Mayor Hermosillo stated the meeting minutes are presented are very standard to the current procedural minutes. Every meeting is public and posted and citizens are allowed to attend in person or listen to witness conversations. There are various ways in which to engage and get information that was discussed during the meeting.

Councilmember Norton stated that she disagrees and in this case the minutes do not cover any input by the council. It is not transparent to say that someone can attend meetings in person or listen to the video recording, and it is not fair to the public. Councilmember Gentry asked that this item be tabled to add dialogue on the various issues and ideas that were shared. There should be more open governance for the public.

Mayor Hermosillo stated there have been a lot of previous conversations that have been had regarding different practices that have been put in place. We are consistently trying to be transparent to the public.

Councilmember Eldridge stated he understands where Councilmember Gentry is coming from. The council should be as open to the public as possible. He stated he understands that you can't add everything to the reports, but he does not mind what he says being made public because he wants to be held accountable for his actions and words.

Mayor Hermosillo moved to approve the minutes of the Work Session and Regular Council meeting held Tuesday, June 17, 2025, and th Work Session of June 19, 2025, seconded by Councilmember Dorcey.
Motion carried (4/3)
NAY: Councilmember Gentry, Councilmember Eldridge, and Councilmember Norton

Consent Agenda Item 5.2 was pulled and discussed as Regular Agenda Item 6.1.b.

Consideration and action to adopt Ordinance No. O25-07-07, amending sections of the City Code related to the City Clerk. (City Clerk)

Mayor Hermosillo stated this item was requested to be pulled by Councilmember Gentry.

Councilmember Gentry stated that since 2018 the duties of the City Clerk have been in the handbook and have remained the same, and do not understand why the duties need to change at this time. The City Clerk had the charge of being the Treasurer for years and this City Clerk was hired to do this job, and it should stay the same.

Jill Boltz, City Clerk, stated the new Ordinance language adds to the job duties that she was hired to do. This action would change the code and then subsequently allow necessary changes to update the handbook. The duties of the Treasurer are listed in the Arizona State Statute as part of a City Clerk's responsibilities. Most city clerk's throughout the state, other than small cities where they perform a dual role of Clerk/Treasurer, do not perform this duty, and it is the role of the Finance Director. This change better reflects what the common practices are and what is expected of the City Clerk position.

Mayor Hermosillo stated that she has had conversations with the City Clerk since she came on board and she has been updating some of the internal processes and procedures that have been in place. This happens when there is a natural transition. The previous City Clerk took on different things that weren't necessarily within the role, but did so because she was the best person at the time for the job.

Councilmember Norton stated that the final version of the exhibit still says the City Clerk is the City Treasurer. She recommends that an adjustment be made to take away the description as City Treasurer and place the City Treasurer as the Finance Director, which is common practice.

Ms. Boltz stated that she had discussed this with the City Attorney's Office and decided that it would be okay to either remove that portion of the job description in total or leave it in as written and have those duties delegated.

Trish Stuhan, City Attorney, stated that it is written in the state statute that the Office of City Clerk shall also hold the Office of City Treasurer and then those duties are sometimes delegated.

Councilmember Dorcey stated that she does not want the Finance Director to be the City Treasurer. She would like the City Treasurer to be accountable to the City Council as the City Clerk is currently. The duties that involve having money split, so there is a check and balance is totally appropriate and is done in corporations and non-profits as good accounting practice.

Councilmember Norton stated the definition of a City Treasurer.

Councilmember Winston stated that anything in statute the council should abide by.

Mayor Hermosillo stated that she wants to abide by the statutes that are in place.

Councilmember Eldridge stated he does not believe in one person having too much control, especially over money. Would it be possible to change this back later down the road if that decision was made?

Ms. Stuhan stated council could always change the code by a majority vote, so if over time, practices change and things are not working, the council has the flexibility to make a change.

Councilmember Dorcey moved to adopt Ordinance No. O25-07-07, amending sections of the City Code related to the City Clerk, seconded by Councilmember Winston.
Motion carried (6/1)
NAY: Councilmember Norton

Consent Agenda Item 5.4 was pulled and discussed as Regular Agenda Item 6.1.c.

Consideration and action to enter into an agreement with Public Sector Personnel Consultants to complete a compensation study for a cost not to exceed $30,000. (Human Resources)

Mayor Hermosillo stated this item was pulled by Councilmember Eldridge.

Dawn Kurek, Human Resources Director, introduced the item and Bob Longmire, Public Sector Personnel Consulting Vice President to address any questions and concerns from the council.

Councilmember Eldridge asked how many hours will be put into the study, how long will it take, and if the company currently has information from outside agencies. Mr. Longmire stated his organization does not currently have any outside information that will be used in the study as information on benefits and salaries are not stagnant and always changing. Data is gathered in a variety of ways and from different sources to obtain comparable information relevant to El Mirage employees.

Councilmember Norton asked if the study would include all employee classifications and include information related to total compensation. Mr. Longmire stated this study does include all employees and benefit packages. It will compare current salaries as well as total benefit

packages against what is being offered by competitors.

Councilmember Parsons asked if they would be using cities of the same size. Mr. Longmire stated they are using an existing comparator set of ten cities the area. Some of those organizations are the same and some are larger. The existing list has a good set of competitors where everyone is competing for local talent.

Councilmember Dorcey moved to authorize the City Manager to enter into an agreement with Public Sector Personnel Consultants to complete a compensation study for a cost not to exceed $30,000, seconded by Mayor Hermosillo.
Motion carried (6/1)
NAY: Councilmember Gentry

Consent Agenda Item 5.7 was pulled and discussed as Consent Agenda Item 6.1.d.

Consideration and action to authorize the City Manager to enter into budgeted goods and service contracts, according to the attached list of vendors, to allow Public Works to perform their duties during FY25/26. (Public Works)

Mayor Hermosillo stated this item was requested to be pulled by Councilmembers Eldridge.

Councilmember Eldridge stated that he pulled this item because he had questions on different contracts that were included in this item: Red Hawk Solutions, CBS contract and trash services. Nick Russo, Public Works Director, addressed each of the questions from Councilmember Eldridge.

Vice Mayor Parsons moved to authorize the City Manager to enter into budgeted goods and service contracts, according to the attached list of vendors, to allow Public Works to perform their duties during FY 25/26, seconded by Councilmember Winston.
Motion carried (6/1)
NAY: Councilmember Gentry

Consent Agenda Item 5.8 was pulled and discussed as Regular Agenda Item 6.1.e.

Consideration and action to approve the purchase of landscape maintenance services for July through September 2025 for City facilities, parks, and rights of way with Brightview Landscape Services in the amount of $94,494.42. (Public Works/Parks and Rec)

Mayor Hermosillo stated this item was requested to be pulled by Councilmember Eldridge.

Councilmember Eldridge asked how we let this contract expire and would there be a need to do an emergency three-month extension of this contract, how many employees worked for this company, and what their hours of operation. Mr. Russo stated the procurement for the new contract did not go as expected as all the bids were above the total budgeted amount and the Request for Proposals had to be reissued. Brightview has three staff members on one crew who work 6:00 a.m. to 2:30 p.n. daily. In addition, they have a fourth technician who takes care of the weeds in the landscaped areas. In total, they currently maintain all 11 facilities, all the city parks, utility sites, well sites and do maintenance in all areas.

Councilmember Norton asked what the total contract cost for the whole year. Mr. Russo stated the contract was approximately $31,000 per month for the year.

Councilmember Dorcey moved to approve the purchase of landscape maintenance services for July through September 2025 for City facilities, parks, and rights of way with Brightview Landscape Services for the amount of $94,494.42, seconded by Councilmember Winston.

Motion carried (6/1)
NAY: Councilmember Gentry

1. Consideration and action to recommend Vice Mayor Jacque Parsons to serve as the primary committee member and Councilmember Ryan Eldridge to serve as the alternate committee member on the Community Development Advisory Committee (CDAC) for the remainder of the FY2024- 2026 term. (Mayor & Council)

Mayor Hermosillo stated a number of councilmembers have expressed a desire to take on more leadership opportunities. At this time, it is recommended that Vice Mayor Parsons move into the primary representative role and Councilmember Eldridge serve as the secondary representative on the Community Development Advisory Committee (CDAC). This will create room for engagement and leadership development without over extension. This is about strengthening our collective capacity, fostering collaboration, and ensuring council continues to grow both in depth and unity. Thank you, Councilmember Norton for your leadership on the CDAC committee and hope to count on her support as we build our leadership within the team.

Councilmember Gentry discussed the CDAC appointment process and expressed her interest in serving on the committee; however, she was not notified of the opportunity.

Councilmember Norton stated this appointment did not follow normal protocol, as the previous CDAC appointees left office in December 2024. She stated she was appointed by a majority council vote as the primary CDAC representative and the Vice Mayor as secondary representative. Since being appointed, she has taken the responsibility seriously and attended every meeting, participated actively, and worked to represent the City of El Mirage with diligence and professionalism.

Vice Mayor Parsos stated that there are no time restraints on removal from the CDAC committee. A member may not be eligible under bylaws, voluntarily steps down, removed by 2/3 vote of the CDAC seated members or removed by the appointing body.

Councilmember Dorcey stated the removal is because of no confidence in Councilmember Norton.

Mayor Hermosillo called for a point of order.

Councilmember Dorcey moved, seconded by Councilmember Winston.
Motion carried. (5/2)
NAY: Councilmember Gentry and Councilmember Norton

2. Continued Public Hearing, closure of Public Hearing followed by consideration and action to recommend to the Arizona Department of Liquor Licenses & Control approval/disapproval of an application for a new license #340094 Restaurant Oaxaqueno Del Sol located at 12313 NW Grand Ave Unit F, El Mirage, AZ, 85335. (Police)

Mayor Hermosillo stated this public hearing is now open and continued from the previous council meeting. Tim Mason, Assistant Police Chief, stated the Police Department had been in contact with the applicant since the previous council meeting. The Police Department does a comprehensive due-diligence investigation into those individuals that apply for a liquor license, but it is very limited and not a criminal investigation. After speaking with the applicant and a few rounds of emails and conversations, the Police Department does not have a recommendation for this applicant.

Thomas George, resident, stated the young man looks like he deserves it and that he did his due

diligence and council should vote yes.

Mayor Hermosillo closed the public hearing at 7:57 p.m.

Vice Mayor Parsons moved, seconded by Councilmember Winston.
Motion carried unanimously. (7/0)

3. A public hearing, closure of public hearing, followed by a discussion and action on a conditional use permit and site plan approval zoning application for a proposed multifamily dwellings project for a four-complex development in a Mixed-Use (MU) zone at 13225 N Main Street, El Mirage, Arizona 85335 submitted by ProCa Design LLC. (Development Services - Planning and Zoning)

Mayor Hermosillo opened the public hearing at 8:05 p.m.

Jose Macias, Senior Planner, presented a conditional use permit and site plan approval zoning application for a proposed multifamily dwellings project for a four-plex development in a Mixed-Use zone at 13225 N. Main Street, El Mirage, Arizona 85335 that was submitted by ProCa Design LLC. The project was first submitted as one building but based on comments from the Fire and Building department it was recommended the project break into two duplexes so fire codes are met. Each building is approximately 3644 square feet and will contain two units that are 1822 square feet. This conditional use permit would have six stipulations that are being imposed in order to be granted. These stipulations were outlined in a memorandum dated May 2025. Staff will ensure all stipulations are met before signing off on the conditional use permit. During this process, staff received a call from a neighbor asking general questions about the development. They inquired about the size and height of the building, would it be multiple stories, and whether the project would be required to sidewalk the entire Main Street on the East Side.

Jeff Lach, resident, asked if the homes are going to be private or rental homes. Melissa Seinz, contractor, stated the homes would be rental homes.

Council discussion included what side of the lot construction would be on, concrete or tile roofing, electric or gas power, street pavement, bus stops and sidewalks and affordable rent options.

Mayor Hermosillo closed the public hearing at 8:19 p.m.

Mayor Hermosillo, Vice Mayor Parsons, Councilmember Dorcey and Councilmember Norton stated this was a great project, and it is exciting to have additional housing projects brought into El Mirage.

Vice Mayor Parsons moved, seconded by Councilmember Winston
Motion carried unanimously. (7/0)

4. Consideration and action to approve the Intergovernmental Agreement between the City of Glendale and the City of El Mirage for use of the Glendale Regional Public Safety Training Center (GRPSTC) at a cost not to exceed $782,000 ($781,985 plus a contingency of $15) (Police).

Paul Marzocca, Police Chief, gave a presentation on the Intergovernmental Agreement between the City of Glendale and the City of El Mirage for the use of the Glendale Regional Safety Training Center. Many years ago, cities had the opportunity to buy into this project, which is three miles down the road, and several cities did. El Mirage was not one of the cities that

participated at the inception. The benefits of joining this facility will be the fact that El Mirage would not have to build its own, which would cost almost three and a half to four million dollars. The facility includes a shooting range, driving track, motorcycle proficiency course, Matt room, canine training course, PO Pat, Fitness Assessment Course, a virtual reality room for judgmental decision-making on deadly use of force encounters and a shoot house for live fire training.

Council discussion included sticker price shock, availability of use, annual cost, and options if El Mirage Police Department were not to participate.

Councilmember Dorcey moved, seconded by Councilmember Norton.
Motion carried. (6/1)
NAY: Councilmember Gentry

5. Consideration and action to approve the 5-year agreement with Axon Enterprises for their multi-product bundle at a year one cost of $389,903.65 under Arizona State Contract CTR074570 and a total 5-year cost of $1,949,183.85 (Police).

Chief Marzocca gave a presentation on the agreement with Axon Enterprises. The Police Department uses Axon Enterprises exclusively for body worn camera's, BWC licensing, and storage evidence, tasers, and Axon Air, which are drones. Previously, Axon would only allow one product per quote, resulting in many quotes. This also resulted in multiple start/stop dates and multiple invoices and billing schedules. This is a consolidated quote that bundles all current products into one contract.

Council discussion included whether the products are owned or leased, replacement schedule and report writing capability.

Vice Mayor Parsons moved, seconded by Councilmember Winston.
Motion carried. (6/1)
NAY: Councilmember Gentry

7. **CITY MANAGER'S COMMENTS & 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.

City Manager Dyches had no comments or summary of current events.

8. **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.

Vice Mayor Parsons attended a League meeting and learned alot as well as attend a Chamber of Commerce Event.

Councilmember Eldridge hosted a town hall with the Vice Mayor and met a lot of residents. He also attended the Pops and Parks Event and the Goodyear Event. He applauded the Police Department for its efforts on the Thompson Road area.

Councilmember Gentry attended the Pops and Parks event and encouraged residents to complete and return the surveys.

Councilmember Winston encouraged residents to stop by the Library or YMCA Paint Rock for

Book Worm Rock Project.

Mayor Hermosillo congratulated Councilmember Dorcey for being elected to the Community Initiatives Coordinating Committee as part of the Maricopa Association of Governments.

9. **ADJOURNMENT - meeting adjourned at 8:54 p.m.**

_____
Alexis A. Hermosillo, Mayor

ATTEST:

_____
Jill A. Boltz, City Clerk

CERTIFICATION

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Tuesday, July 1, 2025, and a quorum was present.

Jill A. Boltz, City Clerk

D R A F T

SPECIAL MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -TUESDAY, JULY 8, 2025

Minutes

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Donna Winston

Absent: Councilmember Anita Norton

1. **ROLL CALL**

2. **CALL TO ORDER - meeting called to order at 6:05 p.m.**

Pledge of Allegiance
Moment of Silence

3. **SPECIAL AGENDA**

1. Consideration and action to convene into Executive Session for discussion or consideration of conduct and potential discipline of a member of the Council pursuant to A.R.S. § 38-431.03(A)(1).

No action taken to convene into Executive Session.

4. **EXECUTIVE SESSION**

Discussion or consideration of conduct and potential discipline of a member of the Council pursuant to A.R.S. § 38-431.03(A)(1).

5. **SPECIAL AGENDA (Continued)**

1. Consideration and action to impose sanctions or other disciplinary action as contemplated by the City of El Mirage Code of Conduct.

Trish Stuhan, City Attorney, outlined the purpose of this meeting and the responsibility of the Council. A notarized written formal complaint from a member of staff was given to the Mayor. The City Council Handbook states that upon receipt of a written complaint about a violation of this Code, the Mayor shall meet with the councilmember to try to come to a resolution on the matter. If the matter is not resolved as a result of the Mayor's meeting with the accused councilmember, the Mayor shall bring the matter to the City Council using the procedure for bringing allegations against councilmembers to the City Council. The responsibility of the Council, where there is a formal complaint from a member of staff that is notarized, is then to decide if additional information is required, if the allegation is sustained or not sustained, and

ultimately to decide if there are any sanctions against the accused councilmember.

All councilmembers were notified, with guidance from legal counsel, that a special Executive Session was scheduled and noticed for July 8, 2025. On July 7, 2025, Councilmember Norton-McDaniel emailed the Mayor requesting the postponement of the Executive Session. A response was sent to Councilmember Norton-McDaniel on July 7, 2025, stating that the meeting would proceed as planned to discuss the nature of the concern, paired with its alignment to a broader pattern of behavior brought to the Mayor's attention and warranting timely review by the full council. A notice was provided to Councilmember Norton-McDaniel and to each councilmember that contains: the complaint itself, email communications, the relevant council policies, and potential next steps for council to consider. Councilmember Norton-McDaniel is not available to attend this meeting in person or by telephone, but she requested that the discussion not be held in Executive Session and that the facts be discussed openly in public. This meeting is focused on the facts, providing background, and ensuring the full council is briefed. A second meeting will be scheduled after her return, where she will be present, and a more complete discussion and determination on how to move forward will be had.

Councilmember Gentry read from the Sanctions section of the City Council Handbook regarding the process for submitting allegations of violations of the Code of Conduct against the Mayor or a member of the council, and the process for addressing the alleged violator. Councilmember Gentry asked if a sit-down had occurred with Councilmember Norton.

Mayor Hermosillo stated that it would be addressed, but there was no response to the notice from Councilmember Norton to have a meeting.

Councilmember Gentry read from the City Council Handbook regarding verbal allegations by a councilmember to the Mayor in writing or verbally, stating that if the allegation or violation is only submitted verbally, the Mayor may only discuss the allegations with the alleged violator and may not take further action. Councilmember Gentry noted that past events have also been brought up.

Attorney Stuhan provided clarification in two parts. First, the written complaint from an employee and the policy decision of Council in regard to the Code of Conduct and the Mayor's responsibility to share that information with the Council. The second part is the history of conduct and the Code of Conduct, which refers to the informal way verbal complaints are handled. Attorney Stuhan noted that the Code of Conduct is an informal process, unlike Human Resources, which involves a formal, documented investigation.

Attorney Stuhan addressed the question of whether the Council should discuss prior concerns in addition to the written complaint, and that it is up to every individual member of the Council to determine if they want to review prior instances. The Code of Conduct does not prohibit council from considering whether there is a pattern of unprofessionalism or inappropriate conduct. In terms of the process for tonight, the Mayor will share the complaint, open it up for council discussion, and council can decide any action on the complaint and whether to consider whether there has been a history of prior concerns.

Councilmember Gentry stated that the City Manager is vital to the discussion, and she is not available tonight.

Attorney Stuhan explained that the City Council can decide if more information is needed or if there is a need to hear from the City Manager. This does does not have to be the end of the discussion, and a second meeting can be scheduled when the City Manager is available. The Council could decide to adjourn and continue this meeting.

Mayor Hermosillo asked if there was a consensus of the council to proceed with the discussion tonight.

Councilmember Gentry stated she prefers that Crystal be present because she has vital information that pertains to the discussion.

Councilmember Eldridge stated that Councilmember Norton has the right to be here to defend herself, and having Crystal present would be important as part of the interaction.

There was a consensus of the council to move forward with the discussion.

Jill Boltz, City Clerk, read into the record the special agenda: the meeting is in consideration and actions to impose sanctions or other disciplinary action contemplated by the City of El Mirage Code of Conduct.

Mayor Hermosillo stated that a notice was provided to Councilmember Norton-McDaniel and each councilmember that contained the complaint, documentation, email communications, relevant council policies, and potential next steps for the council to consider. Councilmember Norton-McDaniel was invited to the meeting and given the option to attend in person or by telephone, but was unable to attend. Tonight's meeting is focused on laying out the facts, providing background, and ensuring all council members are briefed. A second meeting will be scheduled after her return to continue the discussion.

Mayor Hermosillo stated there has been a long-standing pattern of behavior from Councilmember Norton-McDaniel that has led to this moment. There have been issues raised by fellow councilmembers, staff, and community members. Her behavior has been described as dismissive, rude, confrontational, and demeaning. This behavior has become normalized and has become a problem. At the Planning and Zoning Commission meeting on October 10, 2023, Councilmember Norton-McDaniel addressed the Chair of the Commission in a way that was undeniably confrontational and inappropriate. Her actions and tone came across as aggressive and disregarded the expected decorum of public meetings. After the meeting, an email was sent to Councilmember Norton-McDaniel to discuss what occurred at the Planning and Zoning meeting, and I never received a response. On January 17, 2024, I met with Councilmember Norton-McDaniel to talk about city priorities and discuss the Planning and Zoning meeting as well as other concerns that had been raised by others, but the conversation was cut short due to an upcoming Council meeting.

Mayor Hermosillo stated ~~tonight's discussion comes from a formal complaint that has been filed against Councilmember Norton-McDaniel. O~~ on June 19, 2025, a city staff member filed a formal complaint about an interaction with Councilmember Norton-McDaniel. Mayor Hermosillo read the complaint into the record. On June 30, 2025, a formal notice from the Mayor was sent to Councilmember Norton-McDaniel to address an incident that took place with a staff member on June 19, 2025, requesting a meeting with the intent of exploring if a resolution is possible. Mayor Hermosillo read the notice into the record. No response was received from Councilmember Norton-McDaniel. Subsequently, another incident occurred on June 30, 2025, involving the same staff member and Councilmember Norton-McDaniel, and a second formal complaint was filed. Mayor Hermosillo read the second complaint into the record. Mayor Hermosillo read a letter from Councilmember Norton-McDaniel regarding the complaint, request for information and postponement of the July 8, 2025, Special City Council Meeting and her subsequent response to proceed with the Special Council Meeting as scheduled, along with the opportunity to have a second meeting.

~~Mayor Hermosillo read the two complaints that were received from a staff member regarding the two incidents involving Councilmember Norton-McDaniel.~~

Mayor Hermosillo provided additional context for the purpose of the meeting and read the Council Policy regarding Principles of Proper Conduct.

Attorney Stuhan provided guidance and options for the proceedings and deliberation: 1) direct a formal investigation of the allegations and the results be reported back to Council; 2) determine if the allegation is without merit and should be dismissed with no further action; 3) determine, based on the materials before the Council, a violation has occurred and the Council, without further investigation, has sufficient information to take action on the complaint. Attorney Stuhan advised that number three not be considered this evening to allow for the second meeting with Councilmember Norton-McDaniel and City Manager Dyches.

Councilmember Dorcey stated that she is extremely concerned about the employee who submitted the

complaint. When dealing with employees, a superior has a responsibility to remember that they have more control. The El Mirage Cares Trademark issue has also not been dealt with, which is a massive disrespect to this council's decisions and to the people of El Mirage, who are the owners of that intellectual property. The corporation was disbanded, but the trademark is still effective and needs to be removed.

Councilmember Winston stated the comments coming from Councilmember Norton-McDaniel and other residents living in El Mirage or other cities are very hurtful. There was an incident where Councilmember Norton-McDaniel shoulder-checked me from behind after a work session, which was totally inappropriate. There has been a lot of discord within the community and comments about the new councilmembers. There has also been name-calling about Councilmember Gentry, and her behavior towards the new members of the council is very upsetting when they are not doing what she wants them to do at council meetings. The comments online coming from her and other members of the community, both here and in Surprise, are harassment, and there is a need to file an informal complaint with the Police Department.

Councilmember Winston mentioned a picture in circulation of herself and other council members at lunch at Lupita's following the Mod Grand Opening, which was made to look as if there had been a violation of the Open Meeting Law. Councilmember Winston stated there was no violation; it was just lunch with council colleagues.Councilmember Norton-McDaniel, Councilmember Gentry, and her sister were also at the restaurant at a separate table.

Councilmember Winston stated that Councilmember Norton-McDaniel has caused a ridiculous amount of stress and extra work for staff. Staff need to be treated with respect, so a hostile work environment is not created.

Councilmember Gentry stated that she has never had an incident with Councilmember Norton-McDaniel and is capable of addressing situations herself. She stated that currently, there is nothing in the Council Handbook that specifies how long a councilmember is given to respond to a request.

Councilmember Gentry clarified that nobody at her table or in her family asked anyone at Lupita's to take a picture. She was there first with her family and then joined by Councilmember Norton-McDaniel and her husband.

Councilmember Gentry noted the Mayor's email does not provide a timeline for responding, nor does it have a timeline in the Council Handbook. Councilmember Gentry referenced an email sent by Councilmember Norton-McDaniel to the City Manager on July 2, 2025, that asked 14 questions related to the incident. Mayor Hermosillo asked Councilmember Gentry to read the questions into the record.

Councilmember Gentry read the following questions into the record: 1) When did the employee first talk to Jose about this? 2) When did Jose speak to Jorge about this? Was this communication verbal or written, and by what means was it delivered to Jorge? 3) Did Jorge speak to the employee about the matter, and when? 4) What did the employee tell Jorge exactly if she spoke with him, and did she take notes of the conversation immediately? 5) How was Jorge notified, and by what means did he communicate with you? 6) When and what was your conversation in response to Jorge regarding this matter? Was it verbal or written communication, or both? 7) When did you learn that Jose spoke with Amber Wakeman? And how did you learn that Jose had spoke with Amber about this? 8) When and how did you learn that Amber Wakeman spoke with Vice Mayor Jacque Parsons about this matter? 9) When and how did you learn that the Mayor learned about this, and by whom did she initially hear from regarding this? 10) When was the Human Resources Director told about this, and by what means was she told, and by whom? What was the HR Director's response, and whom did she speak with about this matter? 11) When was the City Clerk told about this, and by whom, was she told? 12) When did the employee submit their written complaint to Jorge, and by what method was it delivered to Jorge? 13) When did you first learn that the reorganization of the CDAC was going to be put on the July 1 agenda, and how did you learn this? 14) Were you told of the actual reason why I was being placed on the agenda, and if you were, when were told that?

Councilmember Dorcey asked Councilmember Gentry if empathy for the employee was shown or

considered anywhere in the email sent by Councilmember Norton-McDaniel.

Councilmember Gentry stated that if any of the councilmembers are accused of violating policy, that councilmember has the right to ask questions. There should have been a process where she could speak to the Mayor and make an apology to the employee.

Mayor Hermosillo stated she reached out to Councilmember Norton-McDaniel and received no response. There were several opportunities for Councilmember Norton-McDaniel to respond to the email that was sent to her, acknowledge the email, or set up a meeting. This has been a consistent pattern with Councilmember Norton-McDaniel to ignore going through a formal process and provide no response or desire to participate in any type of process that would bring resolution or attention to improving the situation. As of July 8, 2025, Councilmember Norton-McDaniel has still not acknowledged the email sent to her requesting a meeting about the incident or to set up a meeting for further discussion. This has been a continuous pattern when there is an issue that involves her, and that is problematic and is not conducive to our growth as a Council and how we serve the community. What we are addressing now has escalated to a personnel matter.

Councilmember Dorcey stated those 14 questions that were asked by Councilmember Norton-McDaniel sound like questions preparing discovery for a lawsuit. We are trying to avoid a lawsuit.

Councilmember Gentry stated she is interpreting the information presented to her and would like all the information to be presented to the residents. She also stated that something needs to be put in the Council Handbook that gives a certain amount of time to respond to a request.

Vice Mayor Parsons read a reply from the city manager to Councilmember Norton-McDaniel regarding an email she received requesting information regarding the employee incident.

Mayor Hermosillo stated that the problem is giving people some information without giving the entire situation or story, and making things one-sided. Additionally, there is the issue of going to online platforms and spewing misinformation that is not conducive to the city's business. This behavior lacks character, integrity, and accountability, and those are the issues we are trying to address. That is unacceptable, and the community deserves better.

Councilmember Gentry stated the City Manager should be present for this conversation because she is vital to the conversation.

Mayor Hermosillo stated that a second council meeting will be held, at which the City Manager and Councilmember Norton-McDaniel will discuss this issue further. The City Manager was not present during the incident and was not a witness. That would put another staff member in a very uncomfortable situation because she was not directly involved in the incident.

Councilmember Dorcey stated that it would also single out the City Manager because she was not the only other staff member involved. None of them were present at the moment the interaction took place, and the only thing that matters is what happened between the employee and Councilmember Norton-McDaniel.

Mayor Hermosillo stated that the purpose of this meeting and the second meeting to be scheduled is not to punish but to find a solution to improve behavior so that this does not happen again.

Councilmember Eldridge stated this is a tough topic to discuss. Councilmember Norton was considered a friend and was highly respected, but he personally witnessed some of the actions that have been talked about today. Councilmember Eldridge thanked her for her help and all the information when he was running for election. In the world of professionalism, when you receive an email, you respond to the person who sent you the email. There have been quite a few times he has texted the Mayor and Department Heads on the weekend and has always gotten a response, even after hours. Harassment is not always what is said, but how it is said and how it makes someone feel. We have to take the complaint just as seriously from an employee as we would from a resident. I have found that her unwillingness to converse and acknowledge

myself and others violates the ethics in the handbook. El Mirage Cares is another issue because so much work was put into that, and now it is falling apart. Proper conduct is to be observed not only inside this room but outside this room, with employees and with residents.

Vice Mayor Parsons stated she had heard the narrative that Councilmember Norton-McDaniel is the victim of a plot against her from this Council. Councilmember Norton-McDaniel is not the victim but the perpetrator of workplace harassment and creating a hostile work environment for employees of the City of El Mirage. This disrespect and rudeness go back to October 2017, when she confronted 2 employees of El Mirage. The confrontation is referred to as the Anita Norton incident and was brought up at the October 3, 2017, City Council Meeting. City Manager Isom read a memo he received from staff dated August 18, 2017, which noted an encounter she had that day with two City of El Mirage employees. Vice Mayor Parsons read the memo into the record. I have had other employees who have worked with her on different committees tell me how she is unresponsive, rude, and demanding. Residents have asked what is going on with her and why her attitude has changed. We are here tonight to stop the future victimization of employees of the City of El Mirage, to foster a work environment where employees can come to work and not feel threatened by those in authority over them. The duty of the Council is to hold members of this Council accountable when they are outside the bounds of the Code of Conduct.

Mayor Hermosillo thanked everyone for sharing their concerns regarding Councilmember Norton-McDaniel and reiterated that there will be a second meeting where there can be a deeper discussion of the complaint that was issued, and we can collaboratively come up with a resolution.

Councilmember Winston spoke about the way Councilmember Norton-McDaniel has treated staff regarding her extra night's stay in Washington, D.C. Councilmember Norton-McDaniel decided to stay an additional night, but has not paid back the City of El Mirage and wants to negotiate the price she owes. She felt the Expedia price was sufficient and still owes the city $114.54. It is also ridiculous that she charges the city mileage to go from her house to City Hall. That has been done in the past, and I hope that isn't being done now. There should be no mileage reimbursement for going from your home to your place of business.

Councilmember Gentry asked if she could be provided with those invoices. Councilmember Winston stated the invoices were included in the public records request made and received for travel documents by Councilmember Gentry.

Mayor Hermosillo stated the mail in question that was being retrieved by Councilmember Norton-McDaniel was actually about her information and a city employee's information for travel to perhaps compare and try to find a gap or misuse of city funds. I do not conduct myself in such a manner that I waste city funds when I am being tasked to do my job. There was a day when Councilmember Norton-McDaniel did not show up for a full business meeting during the trip to Washington, D.C. Vice Mayor Parsons, Councilmember Gentry, and I attended, but she was not there. This was a very important meeting with Luke Air Force Department of Defense representatives at a national federal-level briefing. That is a misuse of city funds.

Councilmember Eldridge stated the Vice Mayor informed him that she paid $369.88 for the additional night's stay in Washington, D.C. If you skip out on a business day, you should be responsible for paying those funds back. That is the respectful and ethical thing to do.

Mayor Hermosillo stated that it summarizes the type of behavior and the behavior pattern that has been consistent over time as it relates to city business and how she treats staff. These are the issues we are trying to address so that these matters do not continue to happen. We need to address the complaint directly.

Councilmember Winston stated that the meeting in Washington, D.C., was for the Department of Defense and was purposely planned for the City of El Mirage delegation, but she did not show up.

Councilmember Gentry stated that this is the first mention of the concern regarding the Washington, D.C. trip, and an Executive Session should have been scheduled to discuss it.

Councilmember Winston noted that the public records request provided to her and Councilmember Gentry had the information about the Washington, D.C. trip.

Mayor Hermosillo stated that Councilmember Gentry was present in Washington, D.C., and assumed it would have been noticed that Councilmember Norton-McDaniel was not present.

Mayor Hermosillo stated that an earlier point about the Open Meeting Law and the ability for councilmembers to meet was made, and she would like the attorney to clarify the record.

Attorney Stuhan discussed the point at which it is appropriate to have an Executive Session, the right to have that discussion in public, and the next steps in the process.

Mayor Hermosillo proposed that she contact Councilmember Norton-McDaniel to find a convenient date for the next meeting.

Attorney Stuhan also reminded the council of the Open Meeting Law. Public business should occur in public. However, four members of the council can meet in public, and it will not be a violation of the Open Meeting Law as long as no city business is being discussed.

Councilmember Dorcey moved to hold a second meeting after the summer hiatus at a time that is convenient for Councilmember Norton-McDaniel; seconded by Vice Mayor Parsons.
Motion passed (6/0)

6. **ADJOURNMENT - meeting adjourned at 8:27 p.m.**

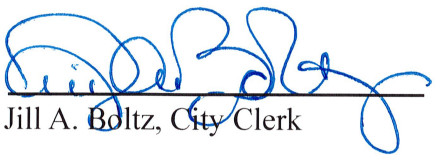
_____
Alexis A. Hermosillo, Mayor

ATTEST:

_____
Jill A. Boltz, City Clerk

CERTIFICATION

I hereby certify the aforementioned minutes are a true and accurate record of the El Mirage City Council Special Meeting held on Tuesday, July 8, 2025, and a quorum was present.



Jill A. Boltz, City Clerk

Jorge,

Here are my recollections of my interaction with the councilwoman.

On Thursday afternoon, June 19, 2025, Council member Anita Norton-McDaniel stopped by the front counter at City Hall, inquiring about her mailbox. The councilwoman appeared irate and asked if I knew where her mailbox was located. I pointed out where her box was located under the front counter. Then she asked whose box was next to hers, and I replied that Council member Gentry's box was next to hers. She repeated this question a second time, which was a bit confusing. I then asked if she wanted me to hand her the mail, and she said yes. I handed her the mail, and she told me I had placed it in the wrong box. I was confused by this, so I asked what she meant, and she explained that she was told I had placed her mail in the incorrect mailbox. I asked if she was sure, it was me, and she explained that Crystal called me up to retrieve the mail from Crystal office and place it in Councilwomen Anita mailbox. I told the councilwoman Anita that I don't go up to Crystal's office to get mail. At this point, her attitude toward me seemed very upset over this issue. She then asked me if I was calling Crystal a "liar." I became uncomfortable and responded that it's not normal for me to go into Crystal's office to get mail. I then turned away to my desk because I felt uneasy. She mumbled some words, but I couldn't understand, and then she walked away.

If you have any further questions regarding this matter, please feel free to contact me.

[redacted]

Notary Acknowledgement

State of Arizona)
)
County of Maricopa)

On this day [redacted] before me personnally appeared whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be and acknowledged that she is signed the above document.

Notary Public Signature

JILL A. BOLTZ 06.28.2025
Notary Public Printed Name

JILL A. BOLTZ
Notary Public - Arizona
MARICOPA COUNTY
Commission # 680124
Expires January 26, 2029

SEAL

Notary Commission Number: 680124

My Commission Expires: 01.26.2029

Jill Boltz

From: Alexis Hermosillo
Sent: Monday, June 30, 2025 11:13 AM
To: Anita McDaniel; Anita Norton; Anita Norton
Cc: Justin Pierce; Jill Boltz; Jacque Parsons; Crystal Dyches
Subject: Notice of Disciplinary Concern Regarding Pattern of Conduct
Attachments: 2025-06-19 Complaint_Norton-McDaniel.pdf

Dear Councilmember Norton-McDaniel,

I am writing to formally address an incident that took place on June 19, 2025, involving your interaction with a City staff member. A notarized statement has been submitted documenting that the staff member felt your tone and behavior were inappropriate, aggressive, and discomforting—particularly over a routine matter related to mail delivery.

This situation, while troubling on its own, is unfortunately part of a broader pattern of conduct that has been brought to my attention on multiple occasions for a number of years—by both council colleagues and City staff. While I have previously addressed some of these concerns informally—particularly since October 2023—this most recent incident has escalated the matter to a formal stage, as outlined in the Council Handbook.

The Council Handbook (pages 58 and 63) is clear: Council members are expected to treat staff with professionalism, dignity, and mutual respect at all times. Poor behavior toward staff is not acceptable and undermines the trust and cooperation required for effective governance.

This letter is not written lightly. It reflects my sincere disappointment that, despite prior conversations and opportunities for reflection, this pattern has continued. It is now necessary to move forward with the next step as outlined in our protocols: a meeting with the Mayor. The intent of this meeting is to explore whether resolution is possible.

You are invited to propose a time to meet with me, at your convenience, to discuss your perspective, the impact of your actions, and your intentions to address the harm caused. A formal apology to the staff member may be an appropriate and meaningful step toward resolution.

Further, I will bring this matter before the full Council for further review and potential disciplinary action, as allowed under the Code of Conduct.

I trust you understand the gravity of this situation and the need to uphold the standards that each of us has committed to. I remain open to constructive dialogue and sincerely hope you will take this opportunity to engage in a path forward.

Respectfully,
Mayor Alexis Hermosillo

Jorge,

07/02/2025

On Monday June 30th councilwomen Anita Norton-McDaniel approached me at the front counter lobby. I assumed she approached me due to our previous incident because she stated that it was not her intention to make me feel uneasy. Regarding the first incident, she mentioned that she had been informed I had placed her mail in the wrong inbox.

During this conversation, I felt it would be appropriate to have someone present. I suggested having either Jorge, Jose, or Crystal to come to the front desk, to which she would not respond to, and continued to speak about the first incident. Councilwoman Norton-McDaniel had informed me she had received an email regarding the previous incident involving me. Despite this, we continued with our discussion. However, I did express that I felt uncomfortable and uneasy during our first interaction. This was primary due to her asking me, "are you calling Crystal a liar?" a comment she later denied making. She then stated that the situation should be reviewed by camera footage.

I began to get uncomfortable with the situation, so I explained to her that I come to work to fulfill my duties and that I have no issue handing her mail. At that point I concluded the conversation and told her that she should talk to Crystal about that and that I have no problem. We then stop talking and she walked away.

Sincerely,

[redacted]

Notary Acknowledgement

State of Arizona)
)
County of Maricopa)

On this 2nd day of July, 2025, [redacted] before me personally appeared, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document.

Notary Public Signature

JILL A. BOLTZ
Notary Public - Arizona
MARICOPA COUNTY
Commission # 680124
Expires January 26, 2029

SEAL

Jill A. Boltz
Notary Public Printed Name

Notary Commission Number: 680124
My Commission Expires: 01-26-2029

From:	Alexis Hermosillo
To:	Anita Norton
Cc:	Justin Pierce; Crystal Dyches; Jill Boltz; Anita Norton; Robert Nilles; Jacque Parsons
Subject:	Re: Request for Rescheduling of July 8 Special Meeting
Date:	Monday, July 7, 2025 12:13:18 PM

Dear Councilmember Norton-McDaniel,

Thank you for your message and for your stated interest in a transparent and accountable process.

The special meeting scheduled for July 8 will proceed as planned. This meeting serves to present to the full Council the notarized complaint submitted by a staff member, along with additional documentation that has since been provided. While I understand your request for a postponement, the nature of the concern—paired with its alignment to a broader pattern of behavior that has been previously brought to my attention—warrants timely review by the full Council.

With regard to your note that this timeline has not allowed for a proper meeting with the Mayor, I would respectfully clarify that you were notified in writing on Monday, June 30, of the matter, with an invitation to propose a time to meet. Since that notice, I have not received any request or acknowledgment from you to schedule such a meeting. You were also present at the Council meeting the following day and did not approach me to request time, express concern, or indicate a desire to address the matter. In that context, I do not find that you have been denied the opportunity; rather, the opportunity has not been taken.

You are welcome to attend the July 8 meeting telephonically should you be unable to participate in person. Several members of Council have made adjustments to attend during our summer recess, which speaks to the seriousness of this issue and our collective responsibility to give it the appropriate attention.

To honor your request to postpone full deliberation until you are able to be present in person, a second meeting will be scheduled following your return. That meeting will allow for further discussion and, should it be the Council's will, the consideration of disciplinary action. Any decision of that nature rests solely with the full Council and will be addressed at that time.

While you have shared that an apology was offered and the conversation with the staff member was cordial, the employee's subsequent written statement reflects a different and more concerning experience. That account will also be included in the materials presented to the Council.

Finally, as you correctly noted, A.R.S. § 38-431.03(A)(1) affords you the right to request that either or both meetings be held in open session. That right will be fully respected.

I want to reiterate, this process is rooted in our shared responsibility to uphold the integrity of this Council, to maintain the public's trust, and to foster a workplace culture grounded in mutual respect, accountability, and professionalism. I remain committed to a thoughtful and principled path forward, and I trust that you do as well.

Respectfully,
Mayor Alexis Hermosillo

On Jul 7, 2025, at 10:38 AM, Anita Norton <anorton@elmirageaz.gov> wrote:

Good morning,

I am writing to respectfully request the postponement of the executive session scheduled for Tuesday, July 8, regarding an alleged misconduct matter involving me.

I first became aware of the complaint at noon on Monday, June 30, and was genuinely surprised by its nature. Within hours, I personally apologized to the employee involved, expressing sincere regret that our prior interaction had caused her distress. The conversation was cordial. As noted in the mayor's email, a formal apology was advised, and I responded immediately that same day.

Following my conversation with the employee, I inquired with City Manager Crystal Dyches about whether video footage from the city camera above the employee's workstation had been pulled, as I believe it would clearly contextualize our interaction on June 19. I submitted a formal request on Wednesday, July 2, for the footage and all related documentation regarding this matter. However, on Thursday morning, July 3, I was informed that my request would not be honored. Considering the serious implications of these proceedings, I believe I have a fundamental right to access all relevant evidence and continue to await this information.

Late Thursday evening, July 3, I was notified that an executive session had been scheduled for July 8 — less than four days after my initial awareness of the complaint, and during an extended holiday weekend when city offices were closed. This accelerated timeline has denied me the opportunity for a proper meeting with the mayor, as required under the El Mirage City Council Code of Conduct, and has not allowed sufficient time to review documentation or prepare a response. Rescheduling this session would allow due process to be observed.

Additionally, my husband and I have longstanding travel plans, and I will be out of town and unavailable for the remainder of July. City Manager Crystal

Dyches is also on vacation and unavailable to attend. Given her pertinent role and knowledge of the situation, I believe it is essential for her to be present to ensure transparency and fairness.

Since the council is currently on hiatus until August 16 and this matter does not constitute an emergency, I respectfully request that this item be rescheduled to a date following the hiatus. I remain fully committed to addressing this issue in a transparent and accountable manner and welcome the opportunity to do so in **an open session, which I also request as permitted under A.R.S. § 38-431.03(A)(1)** upon my return.

To proceed with a July 8 special meeting—during council hiatus, without adherence to required procedures, and in my absence—would be inconsistent with the principles of due process and public accountability.

Thank you for your consideration.

Anita Norton-McDaniel

Anita Norton-McDaniel
City of El Mirage
10000 N. El Mirage Road
El Mirage, Arizona 85335
P:623-640-3814
anorton@elmirageaz.gov

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

Public Works Department
10355 N 121st Avenue, El Mirage 85335
623-935-6405; Fax 623-935-6184; TDD 623-933-3258
www.elmirageaz.gov

8/21/17

Anita Norton incident on 8/18/17

On Friday, August 18th, at approximately 1:00pm, two City of El Mirage employees performing ditch inspections on 127th Avenue were approached by Dysart Ranchettes resident Anita Norton. Below is a summary of the conversation to the best of the two employee's recollection:

(Anita Norton):"What are you doing"?
(Staff):"We're inspecting the irrigation ditch".
(Anita Norton): "Just to let you know, I'm running for Council and there's a really good chance I'll be elected. The current vote is tied 3 to 3 and if I get my way the City employees will be cleaning and repairing all the ditches".
(Staff): no comment
(Anita Norton): "There's documentation from 1995 that states it's the residents responsibility but times are different now".
(Staff): no comment
(Anita Norton): "I know the Council and Mayor think I'm a dumb cowgirl but they don't know there's a brain under this cowboy hat".
(Anita Norton): "Do you live in El Mirage and did you attend the latest meeting"?
(Staff): Both employees replied that they do not live in the City of El Mirage and did not attend any meetings.
(Anita Norton) "I do not want to see you be pushed out of your jobs but there are plenty of qualified candidates that live in this City that should have your jobs".

Ms. Norton then continued to explaining what she's going to do when she's appointed to Council. She also remarked "The City manager and/or Mayor do not want me on Council".

Staff indicated Anita Norton was very aggressive and rude while speaking to them. Both employees felt their jobs were being threatened by the comments made by Anita Norton.

While retreating back to the City vehicle, one of Ms. Norton's neighbors flagged the employees down and expressed his dislike for Anita Norton. He said dealing with Anita is like "talking to a rattle snake." The two Public Works employees returned to their truck and left the site at approximately 1:40pm.

City of El Mirage, Public Works Department

D R A F T

REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -TUESDAY, AUGUST 18, 2025

Minutes

1. **ROLL CALL**

Present: Mayor Alexis Hermosillo; Vice Mayor Jacquelyn Parsons; Councilmember Monica Dorcey; Councilmember Ryan Eldridge; Councilmember Scottie Gentry; Councilmember Anita Norton; Councilmember Donna Winston (phone)

2. **CALL TO ORDER - meeting called to order at 6:00 p.m.**

Pledge of Allegiance
Moment of Silence

Introduction of New Employees

Chief Paul Marzocca gave a brief background history and introduced the following new Police Officers and one Police Assistant in the El Mirage Police Department: Bryce Briggs, John Keenan, Jack McCombs, Diego Perez, Ali Sabet, Phepborai San, John Van Bronckhorst, Dylan Wendt and Robert Reyes, Police Assistant.

Sean VanRoenn, Parks and Recreation Director, gave a brief background history and introduced Trina Miller, Senior Management Support Specialist, in the Parks and Recreation Department.

3. **CALL TO THE PUBLIC**

Citizens desiring to speak on any issue within the jurisdiction of the public body 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 follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

No public comments received.

4. **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 to approve the minutes of the City Council Work Session held Tuesday, July 1, 2025, the Regular City Council meeting held Tuesday, July 1, 2025, and the Special City Council meeting held Tuesday, July 8, 2025. (City Clerk)

   At Councilmember Gentry's request, this item was pulled from Consent for consideration and action on the Regular Agenda as 5.1.a. Councilmember Dorcey moved to approve the minutes as presented and submitted with the Council Agenda. Motion failed for lack of a second. Councilmember Norton moved, seconded by Mayor Hermosillo, to table the approval of the minutes to make the necessary corrections.
   Motion Carried. (6/1)
   NAY: Councilmember Dorcey

2. Consideration and action to request and accept funds, if awarded, for a Community Impact Grant Proposal from Arizona Public Service (APS) in an approximate amount of up to $10,000 to support El Mirage Special Events and authorize Finance to make necessary budget transfer. (Grants/Parks and Recreation).

3. Consideration and action to authorize the City Manager to enter into a contract with HiveTechnology Inc. for project management software and approve the purchase in an amount not to exceed $35,064 for fiscal year 2026. (Administration)

4. Consideration and action to approve a purchase with CDWG for a Cisco network switch, cabling, associated software and maintenance utilizing the National IPA contract (2018011-01) in an amount not to exceed $40,000 ($34.416.97 plus a contingency of $5,583.03). (IT/Police)

5. Consideration and action to approve the extension to the existing agreement with Idemia (MorphoTrack) for the Police Department's LiveScan (electronic fingerprinting machine) and portable fingerprint scanners for the amount of $7,157. (Police)

   Vice Mayor Parsons moved, seconded by Councilmember Dorcey, to approve Consent Agenda Items 4.2-4.6.
   Motion carried unanimously (7/0)

5. **REGULAR AGENDA**

   Consent Agenda Item 4.1 was pulled and discussed as Regular Agenda Item 5.1.a.

   5.1.a. Consideration and action to approve the minutes of the City Council Work Session held Tuesday, July 1, 2025, the Regular Council meeting held Tuesday, July 1, 2025, and the Special City Council meeting held Tuesday, July 8, 2025.

   Mayor Hersomsillo stated this item was pulled by Councilmember Gentry. Councilmember Gentry stated that as she was reviewing the minutes there was dialogue that was missing and some information that was incorrect. She spoke with Jill Boltz, City Clerk, who then added more information to the minutes. She stated that during the July 8, 2025, Special City Council meeting, the City Attorney asked the councilmembers questions and the dialogue surrounding references that were made about page 64 of the council handbook were not included in the minutes. In addition, at the end of the minutes, it stated that Vice Mayor Parsons motioned for a second

meeting to continue the conversation when, in fact, Councilmember Dorcey made the motion that night.

Mayor Hermosillo stated there were some corrections to the minutes, and she would be agreeable to those corrections.

Councilmember Gentry stated the City Clerk made some corrections that they had spoken about, but there were things that were still not clear. She stated that minutes are legal documents and if the minutes are not correct, then it is misleading and does not provide transparency to the public.

Councilmember Dorcey stated the minutes of meetings are not to be word-for-word record. That is the reason meetings are recorded. Councilmember Dorcey motioned to approve the minutes as they were presented by staff; seconded by Vice Mayor Parsons.

Councilmember Norton stated she was not present at the meeting but did watch the meeting upon her return. In addition to the points made by Councilmember Gentry, in the past, when a consensus was needed to move forward with an item, and it was not unanimous, remarks made by those opposing moving forward were recorded. During that meeting, Councilmember Gentry and Councilmember Eldridge opposed, but there was no mention of why they opposed in the minutes. There was a lot of word-for-word verbatim in the minutes, but nothing written when Councilmember Gentry was pointing out what the code of conduct says regarding verbal complaints. She stated the minutes were verbatim for certain comments made by certain councilmembers. The City Clerk is supposed to sign the minutes certifying the minutes are a true and accurate record of the El Mirage City Council Special Meeting and I submit that these minutes are not a true and accurate record. She suggested the motion should be withdrawn and tabled to get a true and accurate record of the minutes for transparency for the public.

Councilmember Dorcey asked if Councilmember Norton was eligible to vote on the minutes since she was not present for the meeting. Justin Pierce, City Attorney, stated yes she was eligible to vote even though she was not present for the meeting. He asked if the maker of the motion referred to the minutes that were presented or as amended? Councilmember Dorcey stated her motion would include the amendments that were presented by the City Clerk. Mayor Hermosillo asked the Vice Mayor if she still wanted to second the motion with the included amendments. The Vice Mayor withdrew her second of the motion.

Councilmember Dorcey restated her original motion to approve the minutes as presented. No second was heard. The motion died for the lack of a second.

Councilmember Norton motioned to table the item until the next council meeting for the City Clerk to make the necessary corrections and amendments to obtain a true and accurate record of the meeting; second by Mayor Hermosillo.
Motion passed (6/1)
NAY: Councilmember Dorcey

Mayor Hersmosillo requested that in the future to have any amendments to the Council prior to the meeting.

Councilmember Eldridge stated that he sees everyone's point of view in the minutes, but words will be missed, and he does not think there was any purposeful reason to omit anything from the minutes.

Mayor Hermosillo agreed with Councilmember Eldridge and does not feel there was any malice. She stated there are audio and video records for the public to access.

6. **CITY MANAGER'S COMMENTS & 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.

No comments.

7. **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.

Vice Mayor Parsons stated it was good to be back and see everyone again.

Councilmember Eldridge stated the Firefighter Charities put on an amazing event. He thanked the Chief and Dysart Community Center.

Councilmember Gentry thanked everyone who reached out to her family in remembrance of her sister, former Councilmember Sharon Quiones, who passed away.

Councilmember Norton detailed her time and experience spent as Councilmember on the City of El Mirage Council and her commitment moving forward to serving the residents of El Mirage with the purpose of transparency and dedication.

Mayor Hermosillo congratulated Vice Mayor Parsons, who was elected as Chair of the Community Development Advisory Committee.

8. **ADJOURNMENT - meeting adjourned at 6:37 p.m.**

_____
Alexis A. Hermosillo, Mayor

ATTEST:

Jill A. Boltz, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Monday, August 18, 2025 and a quorum was present.

Jill A. Boltz, City Clerk

City of El Mirage Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY2026 Victims' Rights Program in the amount of $14,500 for the El Mirage City Prosecutor's Office, and authorize Finance to make the necessary budget transfers (Police/Grants)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Martina Longoria, Grants Program Coordinator	**DEPARTMENT:** Administration

BACKGROUND:

The El Mirage City Prosecutor's Office is notified by the State of Arizona Office of the Attorney General of the award available from the Victims' Rights Fund each year. The purpose of the Victims' Rights Program (VRP) is to provide financial support to city, county, and state entities.

Describe the benefit to the organization and/or community. The award from the Office of the Attorney General, FY2026 Victims' Rights Program, will offset the personnel costs of a Victim Advocate position in the City Prosecutor's Office to provide services to victims of crime.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's Strategic Plan to enhance the quality of life through public safety. In addition, it aligns with the City's Priority to enhance community safety through proactive crime prevention initiatives while ensuring that the City Prosecutor's Office is well-equipped, well-trained, and adequately staffed.

Describe the timing considerations for approval of this item. This item is for the current fiscal year 2025-2026, and the deadline to submit the Victims' Rights Budget Proposal is September 30, 2025.

Describe any anticipated impact this item might have on residents, businesses, or operations. This award offsets costs associated with providing services to victims of crime.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. State, county, and local government entities are mandated to provide services to victims of crime.

RECOMMENDATION:

Staff requests that the Council approve the acceptance of the $24,500 award agreement from the State of Arizona Office of the Attorney General for the FY2026 Victims' Rights Program for the El Mirage City Prosecutor's Office and authorize Finance to make the necessary budget transfers.

PREVIOUS RELATED COUNCIL ACTION

Each year, it is requested of Council to approve acceptance by the City Manager to execute the Award Agreement, with the most recent being on September 4, 2024. Council approved acceptance of the FY2025 award in the amount of $12,100.

PROPOSED MOTION:

I move to accept the award agreement from the Arizona Office of the Attorney General as presented.

ATTACHMENTS

VRP Award Agreement FY2026

KRIS MAYES
Attorney General

OFFICE OF THE ARIZONA ATTORNEY GENERAL
Criminal Division - Office of Victim Services

July 25, 2025

adaly Anaya
Victim Advocate Supervisor
El Mirage City Prosecutor's Office
12401 W. Cinnabar Avenue
El Mirage, AZ 85335

Re: FY 2026 Victims' Rights Program Award

Dear Ms. Anaya:

I am pleased to inform you that, pursuant to Arizona Revised Statutes § 41-191.06 and § 41-191.08, the Attorney General's Office has made an award of **$14,500.00** from the Victims' Rights Fund to **El Mirage City Prosecutor's Office** for the period, July 1, 2025 through June 30, 2026.

As you are aware, the purpose of the Victims' Rights Program (VRP) is to provide financial support to city, county and state entities that are affected by Arizona Revised Statutes Title 13, Chapter 40, *Crime Victims' Rights* and A.R.S. Title 8, Chapter 3, Article 7, *Victims' Rights for Juvenile Offenses*. In particular, VRP monies are awarded to offset costs associated with performance of duties that are mandated under victims' rights laws. I trust that this award to your agency will satisfy this purpose and that your efforts to include victims as an integral part of the justice process will continue to be both successful and effective. Prior to preparation of the Funding Agreement for your award a budget-proposal form will be available to you for your completion in our Grants Management (GMAN) System.

Thank you for the fine work you do every day on behalf of crime victims. Should you have any questions or wish to discuss the budget for your award, please contact Kendall Maier, State Victims' Rights Funding Administrator, at (602) 542-8451, or by email at OVSVRP@azag.gov.

Sincerely,

Kris Mayes
Arizona Attorney General

State of Arizona
Office of the Attorney General
FY 2026 VRP Budget Proposal

Please complete and submit the Award Period Budget Proposal by: September 30, 2025

RECIPIENT:	El Mirage City Prosecutor's Office	FY 2026 AWARD:	$14,500	One-time Equipment Award	$0
CONTACT:	Adaly Anaya	TELEPHONE:	(623) 500-3091		

(Certification that FY 2026 VRP Budget Proposal is consistent with Program Guidelines))
(Click Here to view your Award Letter)

COST CATEGORY	PROPOSED VRP BUDGET	COST CATEGORY	PROPOSED VRP BUDGET
PERSONNEL	$11,600.00	**ERE / BENEFITS**	$2,900.00
DESCRIPTION			
Title:	Victim Advocate	**Percent:**	20%

COST CATEGORY	PROPOSED VRP BUDGET	DESCRIPTION
CONSULTING		(please list each type of consulting expense proposed to be VRP-funded)
OPERATING		(please list each type of operating expense proposed to be VRP-funded)
EQUIPMENT		(please list each equipment item proposed to be VRP-funded)
TOTAL	**$14,500.00**	

State of Arizona
Office of the Attorney General
FY 2026 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2026-045

RECIPIENT

Name:	El Mirage City Prosecutor's Office
Contact:	Adaly Anaya
Address:	12401 W. Cinnabar Avenue, El Mirage, AZ 85335
Award Amount:	$14,500.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2025, by and between the Arizona Attorney General, and the El Mirage City Prosecutor's Office, the "Contractor", to commence on July 1, 2025 and terminate June 30, 2026. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown $14,500.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7

B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims ' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved $14,500.00 award budget as follows:

Personnel: $11,600.00 ERE/Benefits: $2,900.00

Title: Victim Advocate Percent: 20%

Consulting: $0.00

Operating: $0.00

Equipment: $0.00

C. To complete and submit, on or before August 14, 2026, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2026 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract . Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

I. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement , the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem , the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.

D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years , at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2026, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.

E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation . If funds are not allocated and available for the continuance of this Agreement , this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised , and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

F. Any and all award funds not expended by June 30, 2026, will be returned to the Attorney General.

G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written .

FOR THE ATTORNEY GENERAL: _____ _____

Cindy Palmer, Procurement Manager — Date:

FOR THE CONTRACTOR:

_____ _____ _____

Authorized Signature — Date: — Printed Name and Title

ATTEST: **APPROVED AS TO FORM:**

_____ _____ _____ _____

Clerk of the Governing Board *(if applicable)* — Date: — Legal Counsel *(if applicable)* — Date:

City of El Mirage Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY2026 Victims' Rights Program in the amount of $14,500 for the El Mirage Police Department and authorize Finance to make the necessary budget transfers (Police/Grants)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Martina Longoria, Grants Program Coordinator	**DEPARTMENT:** Administration

BACKGROUND:

The City of El Mirage Police Department is notified by the State of Arizona Office of the Attorney General of the award available from the Victims' Rights Fund each year. The purpose of the Victims' Rights Program (VRP) is to provide financial support to city, county, and state entities.

Describe the benefit to the organization and/or community. The award from the Office of the Attorney General, FY2026 Victims' Rights Program, will offset the personnel costs of a Victim Advocate position in the Police Department to provide services to victims of crime.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's Strategic Plan to enhance the quality of life through public safety. In addition, it aligns with the City's Priority to enhance community safety through proactive crime prevention initiatives while ensuring that the Police Department is well-equipped, well-trained, and adequately staffed.

Describe the timing considerations for approval of this item. This item is for the current fiscal year 2025-2026, and the deadline to submit the Victims' Rights Budget Proposal is September 30, 2025.

Describe any anticipated impact this item might have on residents, businesses, or operations. This award offsets costs associated with providing services to victims of crime.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. State, county, and local government entities are mandated to provide services to victims of crime.

RECOMMENDATION:

Staff requests that the Council approve acceptance of the award agreement from the State of Arizona Office of the Attorney General for the FY2026 Victims' Rights Program in the amount of $14,500 for the El Mirage Police Department and authorize Finance to make the necessary budget transfers.

PREVIOUS RELATED COUNCIL ACTION

Every year, the Council is asked to approve the City Manager's acceptance of the Award Agreement. The most recent approval took place on September 4, 2024, when the Council accepted the FY25 award, which amounts to $12,100.ncil to approve acceptance by the City Manager to execute the Award Agreement, with the most recent being September 4, 2024. Council approved acceptance of the FY25 $12,100 award.

PROPOSED MOTION:

I move to accept the award agreement from the Arizona Office of the Attorney General as presented.

ATTACHMENTS

VRP Award Agreement FY2026

KRIS MAYES
Attorney General

OFFICE OF THE ARIZONA ATTORNEY GENERAL
Criminal Division - Office of Victim Services

July 25, 2025

adaly Anaya
Victim Advocate Supervisor
El Mirage Police Department
12401 W. Cinnabar Avenue
El Mirage, AZ 85335

Re: FY 2026 Victims' Rights Program Award

Dear Ms. Anaya:

I am pleased to inform you that, pursuant to Arizona Revised Statutes § 41-191.06 and § 41-191.08, the Attorney General's Office has made an award of **$14,500.00** from the Victims' Rights Fund to **El Mirage Police Department** for the period, July 1, 2025 through June 30, 2026.

As you are aware, the purpose of the Victims' Rights Program (VRP) is to provide financial support to city, county and state entities that are affected by Arizona Revised Statutes Title 13, Chapter 40, *Crime Victims' Rights* and A.R.S. Title 8, Chapter 3, Article 7, *Victims' Rights for Juvenile Offenses*. In particular, VRP monies are awarded to offset costs associated with performance of duties that are mandated under victims' rights laws. I trust that this award to your agency will satisfy this purpose and that your efforts to include victims as an integral part of the justice process will continue to be both successful and effective. Prior to preparation of the Funding Agreement for your award a budget-proposal form will be available to you for your completion in our Grants Management (GMAN) System.

Thank you for the fine work you do every day on behalf of crime victims. Should you have any questions or wish to discuss the budget for your award, please contact Kendall Maier, State Victims' Rights Funding Administrator, at (602) 542-8451, or by email at OVSVRP@azag.gov.

Sincerely,

Kris Mayes
Arizona Attorney General

State of Arizona
Office of the Attorney General
FY 2026 VRP Budget Proposal

Please complete and submit the Award Period Budget Proposal by: September 30, 2025

RECIPIENT:	El Mirage Police Department	FY 2026 AWARD:	$14,500	One-time Equipment Award	$0
CONTACT:	Adaly Anaya	TELEPHONE:	(623) 500-3091		

(Certification that FY 2026 VRP Budget Proposal is consistent with Program Guidelines))
(Click Here to view your Award Letter)

COST CATEGORY	PROPOSED VRP BUDGET	COST CATEGORY	PROPOSED VRP BUDGET
PERSONNEL	$11,600.00	**ERE / BENEFITS**	$2,900.00
DESCRIPTION			
Title:	Victim Advocate	**Percent:**	20%

COST CATEGORY	PROPOSED VRP BUDGET	DESCRIPTION
CONSULTING		(please list each type of consulting expense proposed to be VRP-funded)
OPERATING		(please list each type of operating expense proposed to be VRP-funded)
EQUIPMENT		(please list each equipment item proposed to be VRP-funded)
TOTAL	**$14,500.00**	

State of Arizona
Office of the Attorney General
FY 2026 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2026-042

RECIPIENT

Name:	El Mirage Police Department
Contact:	Adaly Anaya
Address:	12401 W. Cinnabar Avenue, El Mirage, AZ 85335
Award Amount:	$14,500.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Non-County Law Enforcement (No Custodial) as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2025, by and between the Arizona Attorney General, and the El Mirage Police Department, the "Contractor", to commence on July 1, 2025 and terminate June 30, 2026. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown $14,500.00 subject to Contractor's agreement as follows:

I. The Contractor agrees:

A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7

B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims ' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved $14,500.00 award budget as follows:

Personnel: $11,600.00 ERE/Benefits: $2,900.00

Title: Victim Advocate Percent: 20%

Consulting: $0.00

Operating: $0.00

Equipment: $0.00

C. To complete and submit, on or before August 14, 2026, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).

D. To comply with FY 2026 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.

E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.

F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 38-214 and 38-215.

G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.

H. Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract . Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contract to ensure that the other or subcontractors are complying with this warranty.

I To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.

II. It is further agreed between the parties as follows:

A. To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518.

B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement , the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem , the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.

C. The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature.

D. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years , at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2026, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding.

E. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation . If funds are not allocated and available for the continuance of this Agreement , this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised , and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

F. Any and all award funds not expended by June 30, 2026, will be returned to the Attorney General.

G. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written .

FOR THE ATTORNEY GENERAL: _____ Cindy Palmer, Procurement Manager _____ Date:

FOR THE CONTRACTOR:

_____ Authorized Signature _____ Date: _____ Printed Name and Title

ATTEST: **APPROVED AS TO FORM:**

_____ Clerk of the Governing Board *(if applicable)* _____ Date: _____ Legal Counsel *(if applicable)* _____ Date:

City of El Mirage Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to authorize the City Manager to sign an agreement with US Bank to replace Chase Bank as our purchasing card provider. (Finance)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Robert Weddigen, Finance Director	**DEPARTMENT:** Finance

BACKGROUND:

Describe the benefit to the organization and/or community. The new US Bank card agreement is related to a state procurement for these services. Based on the combined purchasing strength of the State of Arizona and participating entities, the rebate of credit card fees (revenue) to us will increase $10,000 per year or more. A purchasing card is expected to reduce instances of having to reimburse employees, reduce the need for petty cash, and reduce the number of payments issued by check.

Describe how this item aligns with an operational need, city priority, or strategic goal. The City currently utilizes a purchasing card program that was authorized several years ago. Purchasing cards are typically used for purchases under $5,000 per transaction with a total annual spend of almost $1,000,000 (one million dollars). The current program has a monthly credit limit of $150,000, the new purchasing card program will have a monthly credit limit of $250,000. The purchasing card empowers employees to make purchases 24/7 for immediate operational needs and has seen higher usage since its inception. Switching now will increase revenues.

Describe the timing considerations for approval of this item. The sooner there is an agreement in place, the sooner we can begin to supplant the existing card program.

Describe any anticipated impact this item might have on residents, businesses, or operations. As this is replacing a service the City is already using, there isn't any anticipated significant impact on residents or businesses. The new purchasing card program will include advanced features that will take time and effort to set up, but will automate the reconciliation and transaction recording, saving staff time and reducing the need for paper.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. While there are no direct legal requirements in the City code, there is a reference to reduce the need for an employee to personally pay for City expenses in the Travel Expenses ordinance 30.50.

RECOMMENDATION:

Authorize the City Manager to sign the agreement and other related documents to contract with US Bank to offer purchasing card services for the City of El Mirage.

PROPOSED MOTION:

I move to authorize the City Manager to sign the agreement and related documents for US Bank to provide the City with purchasing card services.

BUDGETED: No

CIP: No **MULTI-YEAR:** Yes

Fiscal Impact

AMOUNT REQUESTED:	0
FISCAL YEAR:	2026
ACCOUNT NUMBER:	111-4-1195-151
ACCOUNT NAME:	Unclassified Revenues

ATTACHMENTS

Purchasing Card Agreement
Required Information Form
W-9

NASPO VALUE POINT
PURCHASING ENTITY ADDENDUM

This Purchasing Entity Addendum ("**Addendum**") is entered into by the City of El MIrage, organized under the laws of the State of Arizona ("**Participant**") and U.S. Bank. This Addendum shall become effective upon signing by U.S. Bank.

RECITALS

1. The State of Arizona (the "**State**") and U.S. Bank have entered into that certain NASPO Value Point Participating State Addendum, as amended, supplemented or otherwise modified (the "**Agreement**") for the purpose of providing commercial card services (the "**Program**");

2. Participant desires to participate as a "Purchasing Entity" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and

3. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Purchasing Entity".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. **DEFINITIONS**. Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.

2. **DESIGNATION.** Participant is hereby designated as a "Purchasing Entity" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Purchasing Entity" thereunder until Participant so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Card User Agreement" for purposes of the Agreement.

3. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant
   - **3.1.** Represents and warrants that is received a copy of the Agreement;
   - **3.2.** Represents that it is a valid political subdivision of the State of Arizona;
   - **3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by the State in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
   - **3.4.** Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
   - **3.5** Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
   - **3.6.** Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the State or any other participants; and
   - **3.7** Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.

4. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** Participant agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. The State shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.

5. **NOTICES.** The notice address for Participant is:

Participant:
City of El Mirage
10000 N EL MIRAGE RD
EL MIRAGE, ARIZONA 85335

Attn: VALERIE OJEDA

6. **CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.

7. **BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum. Any breach of the terms of this Addendum by the Participant shall also be a default under the Agreement by the Participant giving rise on the part of U.S. Bank to exercise remedies based upon such default. A breach of the terms of the Addendum by Participant shall give rise to the right of U.S. Bank to terminate this Addendum and remove Participant from the Program.

8. **RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT**. Participant acknowledges that U.S. Bank and the State may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of, or notification to, Participant and Participant shall be bound by the terms contained in any such amendments. Any failure to inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant. **In the event of a termination of the Agreement or the Master Agreement described therein, Participant acknowledges and agrees that U.S. Bank will not be required to pay Participant a rebate payment for the Quarter in which such termination occurs or any subsequent Quarter thereafter.**

9. **AUTHORIZATION AND EXECUTION.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	**U.S. BANK**
DATE: **09/03/2025**	DATE:
City of El Mirage Legal Name of Participant (Political Subdivision/Participating Entity)	U.S. Bank National Association
(Signature of Authorized Individual)	
JENNIFER CRYSTAL DYCHES (Printed Name of Authorized Individual)	
CITY MANAGER (Printed Title of Authorized Individual)	Vice President

Know Your Customer
Required Information Collection Form

To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Bank will ask for the legal name, address, tax identification number, and other identifying information that will assist us in completing the review of your contract/application. We may also ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require identification information on Customer, its Affiliates, Related Parties, or Cardholders, if applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Customer agrees to promptly provide such identification information to U.S. Bank, and Customer shall cause its Affiliates, Related Parties or Cardholders, if applicable, to provide identification information to U.S. Bank .

How to complete this form:

Answer all questions completely and thoroughly, reviewing the requirements of each section. Missing information will cause delays in processing. Abbreviations or acronyms are not acceptable. **Post Office Boxes or Personal Mailboxes are not acceptable**, please provide physical address for any addresses provided. You must notify U.S. Bank if any information in the form changes.

Section A: Customer Information

- Provide the full legal name of the customer as it is captured on formation documents. This does not include Doing Business As (DBA) or Trade names.

Company Information	
Company Name:	
Identification Number: • (TIN, EIN, SSN, ITIN)	
Is the above Identification Number shared with another entity?	☐ Yes ☐ No
If Yes, provide all entities that share the Identification Number:	
Legal Physical Address: (Where the business is located. Do not provide a mailing address)	
Does the company have Trade or Doing Business As (DBA) name(s)?	☐ Yes ☐ No
If Yes, provide only the Trade or DBA(s) that are applicable to your relationship with U.S. Bank:	
Provide the DBA address(es) if is different than the company address:	

Section B: Exempt Entities – Do any of the below business types apply to your business?

- **Please select the business type that applies to the business captured in Section A.**

If the company is a subsidiary of a Public Body or Publicly Traded Entity and has its own financials, complete the entire form, supply formation documents and the most recent organization chart.

☐ Is your business a U.S. Department or Agency, including Indian Tribal Government, or was it formed under in interstate compact between two or more states?

☐ U.S. Political Subdivision (Local Government Entity)

☐ Financial institution that is regulated by a Federal or State Regulator:

☐ Any entity established under an interstate compact, including Indian Tribal Governmental Entities

☐ An entity that is listed on the New York, NYSE Market LLC, or NASDAQ stock exchanges – this only applies to U.S. operations

☐ Subsidiary of a Publicly Traded parent listed on NYSE, NYSE MKT LLC, or NASDAQ stock exchanges*. This only applies to U.S. operations and U.S entities where equity of 51% or more is held by a U.S. listed entity. *Excludes subsidiaries and entities listed under NASDAQ Capital Market (Nasdaq-CM) Companies

Name of Exchange: _____ Ticker Symbol: _____

Section C: Standard Due Diligence Questions

1	What is the nature of your business? (What products or services do you supply?) • Include NAICS if known	
2	Does your business operate in the hemp industry? (If yes supply USDA License, or State/Tribal Government License along with this form)	☐ Yes ☐ No
3	What is the legal structure of your business? (e.g., Corporation, Limited Partnership/LLP, Not-for-Profit Organization, LLC, Single Member LLC, Partnership, Sole Proprietor, Government)	
4	What is the company's country of formation?	
5	What is the country of primary business operations for the company?	
6	Does the company provide any of the following services to your customers? If Yes, which service?	
	• check cashing services	☐ Yes ☐ No
	• issue or cash travelers checks or money orders	☐ Yes ☐ No
	• provide money transmission or foreign exchange services	☐ Yes ☐ No
	• offer prepaid cards	☐ Yes ☐ No
7	What is the company's estimated or projected annual revenue/budget (USD)? (If none, please indicate with $0. None and N/A are not allowed.)	$

Section D: Authorized Signer

• One individual is required, additional individuals are optional.

	Full Legal Name	Provide *one* of the following sets of items: Date of Birth (mm/dd/yyyy), OR Physical Residential Address (preferred) OR Business Address OR SSN/ITIN/Foreign ID (A copy of the non-expired foreign ID is required along with this form)
1		
	☐ No middle name	
2		
	☐ No middle name	

Section E: Control of Public Funds (Government Entities Only)

- Applicable law requires U.S. Bank to retain information regarding the individual, full legal name, and title who has control over public funds, which in this case includes credit balances on the card accounts. Control of public funds includes possession of, as well as authority to establish, accounts for such funds in a bank and to make deposits, withdrawals, and disbursements or to direct these activities.
- Individuals listed in Section D can also be listed in Section E if applicable

What is the authority type over the public funds?	☐ Independent Authority (Requires action or consent of only one official custodian) - One individual is required to be listed below; additional individuals are optional) ☐ Dependent Authority (Requires action or consent of two or more official custodians.) - At least two individuals are required to be listed

	Full Legal Name (First, Middle, Last)	Title – acceptable titles include Chairman, CEO, CFO, City Manager, Comptroller, Director of Administration & Finance, Director of Fiscal Services, District Superintendent, Executive Director, Finance Director, General Manager, Governing Board President, Mayor, President, Superintendent, Treasurer
1		
	☐ No middle name	
2		
	☐ No middle name	

Section F: Certification by Authorized Signer

This section must be completed by an appropriate individual with the authorization of the Customer provided in Section A at the top of this form. e.g., the secretary or other officer, a member or manager of an LLC, partner of a partnership, business owner, Chief Executive Officer (CEO), controller, Chief Operating Officer (COO), Chief Financial Officer (CFO).

I, an Authorized Officer of the company name listed in Section A above, hereby attest that all information supplied on this form and/or any documentation supplied as requested in this form is true and accurate to the best of my knowledge.

Printed Full Legal Name ☐ No middle name	
Title:	
Date:	
E-mail Address	
Signature:	

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Instructions
Sections 1, 2, 3 (Name (Print) and Title) and 4 must be filled out electronically. Fill out by clicking on the fill in the blanks and type in the information. Section 3: Signature of a U.S. Person and Date must be hand-written. The form will be rejected if not filled out correctly.

Return completed form to U.S. Bank New Vendor Set-up via e-mail or US Postal Mail as indicated on the instruction page.

Vendor Number: _____

Section I: W-9

Must be completed and returned for payments to be processed .

_____
1 Name (as shown on your income tax return)

_____
2 Business name/disregarded entity, if different from above

3 Address	*City*	*State*	*ZIP*
4 Payment Remittance Address	*City*	*State*	*ZIP*

5 Phone _____ *6 Email* _____ *7 Federal Taxpayer Identification Number (TIN)** _____

TIN Type (Check one)
☐ Social Security Number ☐ Employer Identification Number
**MUST* *match the name given on line 1 to avoid backup withholding*

8 Federal Tax Classification		*10 Exemptions*
☐ Individual/Sole Proprietorship or single-member LLC	☐ S Corporation ☐ Partnership	Exempt payee code (if any) _____
☐ C Corporation	☐ Trust/Estate ☐ Other, please specify _____	Exemption from FATCA reporting code (if any) _____ **(Applies to accounts maintained outside the U.S.)**

9 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P= Partnership) _____
*Reference **Section 1: W-9 Information** for details regarding LLC and classification.*

Section 2: Payment Options

☐ Authorization Agreement for Automatic Deposits (ACH Credits)

I (We) hereby authorize U.S. Bank, on behalf of any affiliate for which it processes payments, hereinafter called COMPANY, to initiate credit entries to my (our) account indicated below and the depository/financial institution named below, hereinafter called BANK, to credit the same to such account.

_____ _____
E-mail address1 (to receive electronic remittance advices) *E-mail address2*

Checking Account Information (Please attach a voided check or copy of a check with MICR coding)

Routing/ABA Number	*Account Number*	*Bank Name*	*Branch*
City	*State*	*ZIP*	*Phone*

☐ **Check this box if you are interested in the virtual credit card option.**

This authority is to remain in full force and effect until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonably opportunity to act on it.

Section 3: Certification

Under penalties of perjury, I certify that:

1. The number show on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to back up withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FACTA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. An ink signature is required for this form to be processed. U.S. Bank's policy does not accept W-9 forms with electronic signatures, unless the electronic system is implemented and controlled by U.S. Bank. Please sign with an ink signature below.

Name (Print):_____ Title**:** _____

Signature of a U.S. person_____ Date_____

Corporate Payables
(Phone) 855-267-7729
Corporatepayablesnewvendorgroup@usbank.com
Effective 04/2021

Section 4: MWBEs, DVBEs & DOBEs

Minority and Women Owned Business Enterprises (MWBE) - U. S. Bank is committed to building relationships with certified MWBEs, defined as companies that are at least 51 percent owned, controlled and managed by one or more of the following categories - African American, Hispanic American, Asian Pacific American, Asian Indian American, Native American, Woman. Please include a copy of certification.

Disabled Veteran Business Enterprise (DVBE) - The law defines a disabled veteran as a United States military, naval or air service veteran with a service related disability of at least 10 percent. Please include a copy of certification.

Disabled Owned Business Enterprise (DOBE) - A disabled-owned business is a business that is at least 51 percent owned, controlled and operated by an individual or individuals who are disabled. Please include a copy of certification.

Section 4: MWBE, DVBE & DOBE

Is your company certified as a minority/ woman owned business?

☐ No ☐ Yes (if yes, a copy of your minority/woman owned certification MUST BE INCLUDED)

MWBE Business Status (check all that apply):

☐ African American	☐ Asian Pacific American	☐ Native American
☐ Hispanic American	☐ Asian Indian American	☐ Woman

Is your company certified as a Disabled Veteran Business Enterprise?

☐ No ☐ Yes (if yes, a copy of your DVBE certification MUST BE INCLUDED)

Is your company certified as a Disabled Owned Business Enterprise?

No Yes (if yes, a copy of your DOBE certification MUST BE INCLUDED)

This will certify to U.S. Bank that I have read the requirements cited on this form, and the company classification(s) I have selected above are true and correct. I will advise U.S. Bank if our classification should change.

Corporate Payables
(Phone) 855-267-7729
Corporatepayablesnewvendorgroup@usbank.com
Effective 04/2021

U.S. Bank W-9 & Related Information

Form instructions

Vendor Number: To be completed by U.S. Bank's Corporate Payables department.

Section 1: W-9 information

U.S. Bank requires your taxpayer identification number (TIN) to report on an information return the amount paid to you, or other income reportable on an information return. Please complete Section 1 in its entirety. A federal tax classification *must* be selected. If exemptions from backup withholding (exempt payee codes) or Foreign Account Tax Compliance Act (FATCA) reporting (FATCA reporting codes) apply to you, please ensure that the exemption code is entered. The FATCA reporting code is only for vendor invoices originated outside the U.S.

Exempt payee codes:	**Exemption from FATCA reporting code:**
1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2) 2 – The United States or any of its agencies or instrumentalities 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities 4 – A foreign government or any of its political subdivisions, agencies or instrumentalities 5 – A corporation 6 – A dealer in securities or commodities required to register in the United States, District of Columbia, or a possession of the United States 7 – A futures in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession 8 – A real estate investment trust 9 – An entity registered at all times during the tax year under the investment Company Act of 1940 10 – A common trust operated by a bank under section 584(a) 11 – A financial institution 12 – A middleman known in the investment community as a nominee or custodian 13 – A trust exempt from tax under section 664 or described in section 4947	A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37) B – The United States or any of its agencies or instrumentalities C – A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i) E – A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i) F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state G – A real estate investment trust H – A regulated investment company as defined in section 851 or an entity registered at all times during the ta year under the Investment Company Act of 1940 I – A common trust fund as defined in section 584(a) J – A bank as defined in section 581 K – A broker L – A trust exempt from tax under section 664 or described in section 4947(a)(1) M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported.

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3. For a single-member owner, check the appropriate box for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box or the tax classification of its owner.

If the entity/person on line 1 is a(n)….	**THEN check the box for…**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification (P=Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Section 2: Payment Options

ACH, will allow U.S. Bank to pay you (vendor) through an automated electronic deposit into your preferred checking/savings account. *Please acquire your routing number and account number from a check (not from a deposit slip).* A virtual credit card options is also available should you already be a Visa accepter. A remittance advice detailing the invoice number(s), date and dollar amount will be sent to you via e-mail (if provided) or by mail when the electronic payment has been sent to your account. If you are interested in the virtual credit card, contact us for more information at corporatepayablesnewvendorgroup@usbank.com .

Submission

Please submit the completed form to Corporate Payables New Vendor Group. U.S. Bank will not process pending invoices or Expense Check Requisitions without a properly completed W-9 form on file.

E-mail CorporatePayablesNewVendorGroup@usbank.com

City of El Mirage Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to enter into a Professional Services Contract with NFra, Inc. to provide design services and construction documents for the Cactus Road Half Street Improvements in the amount of $169,561. (Development Services)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Tessa Wessel, Civil Engineer	**DEPARTMENT:** Development Services

BACKGROUND:

Describe the benefit to the organization and/or community. This project will widen Cactus Road and include half-street improvements between 125th Avenue and 123rd Lane. Widening the road will remove the need to merge and provide an additional lane for drivers to turn left safely. It will also provide additional pedestrian-friendly amenities such as a sidewalk and a HAWK signal, which would allow for safer travel along and across this corridor.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's strategic priority of providing Superior Infrastructure.

Describe the timing considerations for approval of this item. This item is budgeted for design in FY2026. The design phase will take approximately a year to complete.

Describe any anticipated impact this item might have on residents, businesses, or operations. This project will improve safety, mobility, and accessibility for residents and businesses along this corridor.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. None.

RECOMMENDATION:

Enter into a Professional Services Contract with NFra, Inc. to provide design services and construction documents for the Cactus Road Half Street Improvements in the amount of $169,561.

PREVIOUS RELATED COUNCIL ACTION:

This project was approved as part of the FY2026 CIP.

PROPOSED MOTION:

I move to approve entering into a contract with NFra Inc. as presented.

BUDGETED: Yes
CIP: Yes **CIP/Activity:** 62601
MULTI-YEAR: Yes

Fiscal Impact

AMOUNT REQUESTED:	$169,561
FISCAL YEAR:	FY2026
ACCOUNT NUMBER:	131-5-3581-658
ACCOUNT NAME:	HURF

ATTACHMENTS
Contract and Fee Proposal
CIP Page
On-Call List

CITY OF EL MIRAGE

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this 3rd day of September, 2025, by and between the City of El Mirage, an Arizona municipal corporation ("City"), and NFra Inc. an Arizona corporation ("Consultant").

RECITALS

A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;

B. The City desires to contract for Consultant to provide professional engineering services to prepare design plans for the Cactus Road Half Street Improvements project between 125th Avenue and 123rd Lane ("Services") as described in the attached scope of work (Exhibit "A") in accordance with the terms of this Contract;

C. Consultant is duly qualified to perform the requested Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Jorge Gastelum, Development Services Director/City Engineer, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

1.2 SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

1.3 DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.1 FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed One Hundred and Sixty-Nine Thousand Five Hundred and Sixty-One Dollars ($169,561.00).

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.2 ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.3 OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

3.1 TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date. All work shall be completed by September 30, 2026.

In the event the work cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when Contract Administrator determines it is in the best interest of the City for such period as the Contract Administrator deems reasonable. A modification for a time extension for completion of the work pursuant to this subparagraph shall not entitle Consultant to additional compensation.

3.2 TERMINATION

3.2.1 Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, of if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

3.2.2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A' and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.2, Termination, of this Contract to the Consultant at least thirty (30) days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of such period.

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for Services rendered or costs encumbered only during a fiscal year and for a period of sixty (60) days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes § 42-17108. Therefore, Consultant must submit billings for Services performed or costs incurred prior to the close of a fiscal year within forty-five (45) days to allow payment within this period.

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

4.3 COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

4.4 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.5 ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.6 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

4.7 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may 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.

4.8 INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an

Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.
City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

4.9 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

4.10 NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:	NFra Inc. Attn: Randy Weyrauch, P.E. 77 East Thomas Road, Suite 200 Phoenix, Arizona 85012
In the case of City:	City of El Mirage Attn: City Manager 10000 North El Mirage Road El Mirage, Arizona 85335
With a copy to:	City of El Mirage Attn: City Attorney 10000 North El Mirage Road El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.11 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.12 TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

4.13 ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

4.14 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.15 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.16 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

4.17 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

4.18 INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars ($1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars ($1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

The insurance policies, except Workers' Compensation required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds. Consultant shall also submit to the City a copy of Consultant's insurance policy endorsements indicating that the City is an additional insured under Consultant's insurance policies as required herein.

4.19 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' 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). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

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

4.20 BOYCOTT OF ISRAEL

Consultant certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a boycott of Israel as set forth in ARIZ. REV. STAT. § 35-393 and § 35-393.01

4.21 CHINA

Pursuant to and in compliance with A.R.S. § 35-394, Consultant hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Consultant will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Consultant also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

4.22 SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CITY OF EL MIRAGE

By: J. Crystal Dyches
Its: City Manager

CONSULTANT:

By: Randal Weyrauch
Print Name

By: Randal Weyrauch Digitally signed by Randal Weyrauch DN: C=US, E=rweyrauch@nfrainc.us, OU=Nfra Inc., CN=Randal Weyrauch Date: 2025.08.13 14:01:22-07'00'
Signature

Its Vice President
Title

ATTEST:

Jill A. Boltz, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

EXHIBIT "A"

NFra Inc. 77 East Thomas Road, Suite 200; Phoenix, Arizona 85012 • 602.277.0967 • Fax: 602.277.5937
a transportation engineering firm

August 14, 2025

Tessa Wessel, EIT
City of El Mirage
10000 N. El Mirage Road
El Mirage, AZ 85335

RE: Cactus Road Half Street Improvements
City of El Mirage Project No. EM25-ST03
NFra Project No. 2509xx
Revised Scope and Fee Proposal

Dear Ms. Wessel:

Thank you for the opportunity to provide professional engineering design services for the City's Cactus Road Half Street Improvements project from 125th Avenue to 123rd Lane. Attached is NFra's revised scope of work and fee proposal for the project, including efforts from our subconsultants. Post design service fees are not included, it is our understanding that these efforts will be added by an Amendment at a later date. At this time, a City controlled design allowance has not been included but an allowance for approximately 10 potholes and the Maricopa County Floodplain Use Permit have been included.

NFra's insurance certificates are attached to the back of our proposal.

If you have any questions or need additional information, please call me at (602) 443-6066 or email at rweyrauch@nfrainc.us.

Sincerely,

Randy Weyrauch

Randy Weyrauch, P.E.
Project Manager

Enclosures: As noted

L:\Project Management\El Mirage\Cactus Road - Half Street Improvements\Submittal 081425\Tessa Wessel_Cactus Road_Letter_081425.doc

EXHIBIT A

SCOPE OF WORK

CACTUS ROAD HALF STREET IMPROVEMENTS

CITY OF EL MIRAGE PROJECT NO. EM25-ST03

A. BRIEF DESCRIPTION OF PROJECT

This project will involve the preparation of construction documents to widen Cactus Road to the south along the City owned parcels from 125th Avenue to 123rd Lane. Improvements will include new asphaltic concrete pavement, curb and gutter, sidewalk, ramps at HAWK signal, drainage, street lighting, pavement markings, signing, water and sewer stub outs, and a HAWK signal near 123rd Lane. Project will be administered by the City of El Mirage using a design-bid-build method of procurement.

B. GENERAL REQUIREMENTS

1. DESIGN STANDARDS – All design work shall conform to:

a. 2025 Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction with latest revisions.

b. City of El Mirage January 2025 Supplement to MAG Uniform Standard Details.

c. City of El Mirage 2025 Design and Development Standards Manual.

d. Applicable Arizona Public Service specifications and details.

e. AASHTO "Policy on Geometric Design of Highways and Streets" 2018 edition.

f. Manual on Uniform Traffic Control Devices, 2023 edition.

g. Arizona Department of Environmental Quality, latest bulletins.

h. City of El Mirage General Notes & Details.

i. Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction (2021 or most Current) and most current Standard Details

2. PROJECT SCHEDULE

Prior to commencing design work, NFra (ENGINEER) and the City of El Mirage's Contract Administrator (CITY) will meet to determine the project schedule. The ENGINEER will meet with the CITY as needed to assess the project's progress in relationship to the design schedule. The design for this project is anticipated to begin in mid-September 2025 and be completed by September 2026, all contingent on notice to proceed and Maricopa County Flood Control requirements.

3. SUBMITTALS

Electronic pdf's of the construction plans, specifications, cost estimates, and reports will be submitted at the 60%, 95%, and 100% stages. Final sealed plans and specifications will be provided for bid advertisement following resolution of the 100% comments.

The ENGINEER will coordinate with agencies having utilities within the project limits. All correspondence and utility responses will be provided to the CITY.

Drawings will be prepared electronically in MicroStation V8 format. These drawings will be converted into the latest version of AutoCAD for the CITY's use. Review drawings will be provided to the CITY and utility companies at each submittal stage. Final 22"x34" pdf drawings will be sealed by an Arizona professional engineer. The ENGINEER will submit an electronic copy (pdf) of the final drawings and bid documents to the CITY for bid advertisement. The ENGINEER will also provide the CITY electronic versions of all bid documents, reports, and other project related information at the completion of the project. The cover sheet will be electronically signed by the CITY.

Note: Standard plan sheet size is 22"x34" (ANSI "D" size). All plan sheets shall be suitable for plotting at true half size.

4. MEETING PARTICIPATION. The ENGINEER will attend and prepare meeting minutes for the following meetings. The minutes will be furnished to the CITY's Contract Administrator for review and approval.

Pre-Design Meeting: The ENGINEER will coordinate with the CITY to establish the project scope of work, schedule and budget.

Kickoff Meeting: The ENGINEER will conduct a site visit to understand the project features to discuss at the kickoff meeting with CITY representatives.

Progress Meetings: The ENGINEER will attend meetings with the CITY'S Contract Administrator to keep the CITY abreast of the project status. These meetings will be used to address design issues and issues that will arise in the preparation of the construction documents. Three meetings are anticipated at the various submittal stages.

Comment Resolution Meetings: The ENGINEER will prepare responses to comments and discuss options to resolve all comments at each submittal stage. Meetings are anticipated at the 60%, 95%, and 100% submittal stages.

C. TASKS

1. DATA COLLECTION

The ENGINEER will visit the project area and take photos to clearly define the nature of the work to be completed.

The CITY will supply to the ENGINEER at no cost the following items if they are available:

a. CADD standards and index of AutoCAD/Microstation levels. If none are available, ENGINEER will use standards and index levels from past CITY projects.

b. Recorded plats and record drawings for the streets involved and developments within the project limits.

c. Fees for other agencies to conduct reviews. Fees to obtain a Maricopa County Floodplain Use Permit and Maricopa County Environmental Services Department (MCESD) Approval to Construct permits shall be included in this proposal by ENGINEER.

d. Utility Maps and list of known utility contacts.

e. Master water and sewer plans.

f. Sample plans, specifications and estimates from similar projects.

g. Bid tabulations for recent projects in El Mirage.

2. UTILITY AND INTERGOVERNMENTAL AGENCY COORDINATION

a. The ENGINEER will notify and coordinate with the utility companies in accordance with the Central Arizona Coordinating Committee's *Public Improvement Project Guide*. Initial contact with utility companies will be made under the data collection task when record drawings are being collected. Existing and proposed utilities that are known will be shown on the preliminary and final construction plans. Services to individual properties will not be shown on the plans unless this information is provided by the CITY.

b. Base mapping prepared by the ENGINEER and detailing of known utility facilities will be transmitted to the utility companies. Their comments will be incorporated into the base maps.

c. The ENGINEER will obtain approvals from the various utilities and governmental agencies that include APS, CenturyLink, Cox, SW Gas, and other utilities identified. The ENGINEER will submit plans for review to each agency and assist the agency in resolving utility conflicts.

d. Underground utilities such as water lines, sewer lines, storm drains, electric, gas, telephone, cable TV, irrigation, etc., that are shown to conflict with the new design, shall be coordinated for relocation. Potholing of existing utilities will be conducted at necessary locations to resolve potential conflicts. An allowance for ten (10) potholes has been included. If needed, SafeSite Utility Services will conduct the potholing and provide the results.

e. The ENGINEER will provide the CITY a list of conflicts that require potholing for the CITY's approval.

f. The ENGINEER will be responsible for reviewing relocation plans produced by utility companies to confirm utility conflicts are eliminated and that proposed utility installations conform to the CITY's requirements.

g. The ENGINEER will request a design Blue Stake to assist with locating existing utilities.

h. The utility special provisions shall include the following:

i. List of utility companies in the area, and contact person's name and telephone number.

ii. A statement that there are no conflicts or a statement utility is in conflict.

iii. Work to be performed by utility companies during project construction.

iv. Completion date or schedule for each utility conflict to be removed by utility company.

v. Work to be performed for the utility company by the Contractor.

3. SURVEY

ENGINEER will perform a conventional ground survey that provides comprehensive design level topographic mapping. Roadway centerline controls will be established by locating monuments along streets. Horizontal and vertical control shall be based on NAD83/NAVD88 Datum per City of El Mirage. Topographic data shall be collected electronically with Point Number, Elevation, and Description; all shall be on separate levels. Survey format shall follow CITY's guidelines with cells suitable for plotting at 1"=20' scale. Topographic points and survey control points will be provided in an ASCII points file format, topographic mapping furnished in Microstation format, an electronic DTM file in inroads format, and hard copies of all field notes.

a. Locate existing monuments and establish control for each roadway within the project limits. The horizontal and vertical accuracy shall be suitable for final design that includes removal and replacement of existing pavement with positive roadway cross slopes.
b. GPS procedures will be used for the topographic survey.
c. Prepare base map showing all data derived from the survey.
d. Cross sections on Cactus Road shall extend 50' south of the south right-of-way line to include the existing berm. The cross sections shall begin at 125th Avenue and extend east to 123rd Lane and will be taken at 50-foot intervals.
e. Cross sections shall include at a minimum, edges of asphalt, edges of concrete, driveways, fences, signs, walls, drainage features, manholes, water valves, power poles, light poles, junction boxes and any above ground utilities.
f. Identify and survey any blue staked utilities.
g. See attached scope of work and fee proposal from Consultant Registered Surveying for more information.

4. GEOTECHNICAL INVESTIGATION

ENGINEER shall obtain a permit from the CITY to perform geotechnical investigations for this project. Two test borings 10-feet in depth or prior auger refusal will be taken to determine subsurface conditions and to obtain representative samples for laboratory analyses. Two cores will be taken to determine existing pavement thicknesses. Laboratory analyses will determine the existing pavement structural sections and the recommended pavement structural sections based on a collector street classification. Test boring locations will be Blue Staked by a private utility locator. ENGINEER will provide a geotechnical report of the findings and recommendations for earthwork, pipes, retention basins and pavement structural sections.

See attached scope of work and fee proposal from Ninyo & Moore for more information.

5. ROADWAY DESIGN

The ENGINEER will prepare roadway plans for the following items.

a. Asphaltic Concrete Pavement: Cactus Road will be sawcut and widened to the south to provide the ultimate roadway width based on the pavement structural sections recommended in the geotechnical report.

b. Curb and Gutter: New curb and gutter will be installed on the south side of Cactus Road and connect to existing curb and gutter at both ends of the roadway improvement limits.

c. Sidewalks: New 8' wide meandering concrete sidewalk will be provided on the south side of Cactus Road.

d. Driveways: A new 50' wide concrete driveway will be provided across from the 125th Avenue intersection.

e. Manholes and Valves: Manholes and valves will be adjusted to finished grade and concrete collars will be constructed around each new or existing valve or manhole that falls within the newly paved surface.

f. New pavement markings and signing will be provided to accommodate the proposed improvements; this includes east and west of the new improvements.

g. Cross sections will be provided at 50-foot intervals as well as earthwork modeling.

h. Ramps will be provided at the new HAWK crossing.

6. DRAINAGE DESIGN

The ENGINEER will evaluate existing drainage patterns west of the project limits to determine how to collect and convey runoff from the inverted roadway crown. On-site runoff will be conveyed to the Lower El Mirage Wash via a new storm system, collector ditch behind sidewalk, or a combination of both. The existing three 24" RGRCP pipes under Cactus Road will be extended and the riprap reconstructed to accommodate the new roadway width. The ENGINEER will coordinate with Maricopa County Flood Control District to obtain a Floodplain Use Permit. An $800 allowance has been included to obtain the permit.

An initial and final drainage report will be prepared to document existing conditions, proposed improvements, and calculations for pavement spread, inlet size, and pipe size. See attached scope of work and fee proposal from J2 Design for more information.

7. WATER, SEWER AND OTHER UTILITY LINES

The ENGINEER will prepare a plan and profile sheet for a new 6" sewer stub and an 8" water stub for future use. Utility relocations are not anticipated with the roadway improvements. Utility adjustments will be required within the new pavement limits. Utility conflicts could be encountered depending on the outcome of the drainage evaluation and the water/sewer stub out designs, which may require utility relocations. If needed, potholes will be obtained to identify potential conflicts. The water and sewer plans will be submitted to MCESD to obtain Approval to Construct (ATC) permits. ATC permit fees of $500 and $600 are included.

8. RIGHT-OF-WAY / EASEMENTS

The CITY owns APN 501-45-934, APN 501-45-935, and APN 501-45-936 located on the south side of Cactus Road. New right-of-way is not anticipated south of the section line. Temporary construction easements are not anticipated since properties are CITY owned. Title reports, if needed, will be provided by the CITY.

9. LANDSCAPING / IRRIGATION

The ENGINEER will be responsible for providing decomposed granite within the CITY's existing right-of-way limits on the south side of Cactus Road. New irrigation sleeves will be provided under the proposed driveway and detached sidewalks for future landscaping. Existing trees and shrubs within the Lower El Mirage Wash will be evaluated to determine if any will be impacted with the project improvements.

10. ENVIRONMENTAL

An environmental clearance is not required or anticipated.

11. STORM WATER POLLUTION PREVENTION PLANS

Storm water pollution prevention plans are not required or anticipated.

12. DEMOLITION AND RELOCATION

The ENGINEER will be responsible for the identification of removals and relocations. These will be identified on the plans where appropriate. Clearing and grubbing, pavement removal, drainage pipes, spillways, riprap, and other miscellaneous items are anticipated.

13. TRAFFIC PAVEMENT MARKING / SIGNING / SIGNALIZATION

The ENGINEER will be responsible for preparing signing and striping plans for the new roadway lane configuration.

The ENGINEER will be responsible for providing street lights along the south side of Cactus Road that complement the existing street lights on the north side of Cactus Road. See attached scope of work and fee proposal from Wright Engineering for the street lights.

The ENGINEER will be responsible for providing a new High Intensity Activated CrossWalK (HAWK) signal at the 123rd Lane intersection. See attached scope of work and fee proposal from Wright Engineering for the HAWK signal.

The ENGINEER will be responsible for providing new conduits and pullboxes at the 125th Drive intersection for a future traffic signal. These improvements will be shown on the roadway plans.

14. TRAFFIC MANAGEMENT PLAN / CONSTRUCTION PHASING

The CONTRACTOR shall be responsible for maintenance of traffic for construction and will comply with the most current editions of the City of El Mirage and MUTCD Specifications for Traffic Control Devices. The ENGINEER will prepare detailed special provisions to provide access to all residents and businesses, and minimize the time access will be unavailable during construction. Emergency access will be provided at all times.

The CONTRACTOR shall be responsible for obtaining construction permits from the CITY.

15. BIDDING PHASE

The ENGINEER will consult and interpret the plans and specifications. If needed, the ENGINEER will develop and provide to the CITY a project addendum during the project bidding phase. The ENGINEER will address bidder questions with the CITY concerning the bid documents including requests for approved equals. The ENGINEER will issue sealed addendums to the CITY, who will send the addendums to all bidders.

16. SPECIAL PROVISIONS

The ENGINEER will develop Special Provisions for items, details and procedures not adequately covered by MAG Uniform Standard Specifications for Public Works Construction, City of El Mirage Supplements, ADOT Standard Specifications for Road and Bridge Construction and other specifications. Special Provisions will be provided at the 60%, 95%, and 100% submittals. Final sealed specifications will be provided for bid advertisement.

17. COST ESTIMATES

The ENGINEER will prepare opinion of probable construction cost estimates at the 60%, 95%, 100%, and Final submittals. A bid schedule will be provided for bid advertisement.

D . COMPENSATION

Compensation will be on a not to exceed basis:

Design Services Fee: $169,561.00

E. ASSUMPTIONS

a. If needed, the CITY will provide title reports. It is assumed all parties have right-of-entry access since properties are owned by the CITY.
b. A new plat is not required or included.
c. Landscaping and irrigation is not required or included.
d. A traffic report is not required or included.
e. New sewer, water or reclaimed water line main designs are not required or included. Project will only stub out a 6" sewer line and an 8" water line for future use.
f. CONTRACTOR shall be responsible for obtaining permits from the CITY.
g. Public outreach is not required or included.
h. No roadway improvements on the north side of Cactus Road are needed except for ramp improvements at the new HAWK signal.
i. Construction Administration Services are not required or included, only those items located in Section 18 will be provided.
j. Post Design Services (PDS) will be added by an Amendment if services are required.

EXHIBIT B
NFra Inc.
Client: City of El Mirage
Project: Cactus Road Half Street Improvements
COEM Project No. EM25-ST03
Design Cost Proposal

FIGURES ROUNDED TO THE NEAREST DOLLAR

ESTIMATED DIRECT LABOR (DESIGN SERVICES)

Classification	Estimated Labor Hours	Avg. Hourly Rate	Labor Cost
Project Manager	77	$220.00	$16,940
Senior Project Engineer	269	$190.00	$51,110
Designer/Technician	237	$120.00	$28,440
	583	Total Estimated Labor - NFra	**$96,490**

ESTIMATED DIRECT EXPENSES

Mileage (3 Trips x 59 Miles @ $0.67/mile)	$119
MCESD ATC Permit Fees	$1,100
Total Estimated Expenses - NFra	**$1,219**

ESTIMATED DIRECT LABOR (SUBCONSULTANTS)

Consultant Registered Surveying (Survey)	$7,920
J2 Engineering and Design (Drainage, Report, FCD Coordination)	$12,582
J2 Engineering and Design (FCD Floodplain Use Permit - Allowance)	$800
Ninyo & Moore (Geotechnical)	$12,500
Wright Engineering (Street Lighting and HAWK)	$23,050
Safe Site Utility Services, LLC (Potholing - 10 Holes - Allowance)	$15,000
Total Estimated Subconsultant Labor	**$71,852**

SUBTOTAL DESIGN SERVICES	**$169,561**
LUMP SUM TOTAL	**$169,561**

Randy Waymouth

CONSULTANT SIGNATURE

8/14/2025
DATE

Exhibit B
NFra Inc.
Client: City of El Mirage
Project: Cactus Road Half Street Improvements
El Mirage Project No. EM25-ST03
Design Cost Proposal

	A	B	C	D	E	F	G
1	**Cactus Road Half Street Improvements**	**NO. SHTS.**	**HRS/SHT**	**TOTAL HOURS**	**Project Manager**	**Senior Project Engineer**	**Designer / Technician**
2							
3	**DESIGN SERVICES**						
4	**Roadway Plans**						
5	Cover Sheet / Key Map / Sheet Index / Utility Contacts	1	4	4	0	2	2
6	General Notes and Legend Sheets	4	1	5	0	2	3
7	Quantity Summary Sheet	1	4	4	0	2	2
8	Typical Sections / PSS Sheet	1	12	12	1	5	6
9	Geometric Control Sheet	1	6	6	0	2	4
10	Miscellaneous Detail Sheets (Driveway Profile / Misc)	1	16	16	1	5	10
11	Intersection Grading Sheet (123rd Lane)	1	12	12	2	4	6
12	Roadway Plan and Profile Sheets	3	36	108	9	45	54
13	Earthwork Modeling and Cross Sections	6	7	40	6	24	10
14	Signing and Pavement Markings Sheets	5	9	45	5	16	24
15	Water and Sewer Plan and Profile Sheet	1	22	22	2	8	12
16	Drainage Plan and Profile Sheets	3	35	105	12	39	54
17	Drainage Details (Riprap, Spillways, Inverted Crown) Sheets	3	19	56	6	30	20
18	**Roadway Plans Subtotal**	**31**	**14.0**	**435**	**44**	**184**	**207**
19							
20	**Miscellaneous Items**						
21	General Administration	NA	NA	8	8	0	0
22	Research / Data Collection / Design Bluestake / Record Drawings	NA	NA	8	0	4	4
23	Subconsultant Design Coordination	NA	NA	12	2	6	4
24	Scoping / Kickoff / Progress / Comment Resolution Meetings (8)	NA	NA	24	7	13	4
25	Utility Coordination / Utility Clearance Letter	NA	NA	22	2	10	10
26	Quantities / Estimates / Bid Schedule	NA	NA	12	2	6	4
27	Specifications	NA	NA	54	6	44	4
28	QA / QC	NA	NA	8	6	2	0
29	**Miscellaneous Items Subtotal**			**148**	**33**	**85**	**30**
30							
31	**TOTAL DESIGN SERVICES**	**31**	**18.8**	**583**	**77**	**269**	**237**

EXHIBIT C

CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, **P.M.B. 567**
Scottsdale, Arizona 85251
OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382
E-mail:
:csitterley-crs@cox.net

Attn: Randal P. Weyrauch, PE
NFra, Inc.
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

June 2, 2025

RE: Proposal for Land Surveying Services, City of El Mirage, Design Topographic Survey and Survey Control Cactus Road (west of El Mirage Road). Base mapping will be completed in CAD for adjoining plats (CRS has completed most of the base mapping with previous El Mirage projects in 2012 (Bool Cactus Crossing Plat) and 2022 (Multi-use trail north of Cactus Road along drainage corridor) Located in Sections 14 and 22, Township 3 North, Range 1 West, G&SRM, Maricopa County.

The purpose of your project is to complete civil design improvements in the area described and shown on the attached and provided aerial exhibit(s) prepared by NFra and provided to CRS. Laterial topographic limits bounded by the shown aerial exihibit with notes.

CRS will complete topographic obserservations sufficient to complete a competent Digital Terrain Model, addressing any grade breaks and drainage conditions, road tie-in locations and other terrian conditions. CRS will make observations on curbs, signs, roadway striping, valley gutters, walls-fencing where requested, larger established vegetation, visible utility improvements, drainage improvements, and utility bluestake as may be visable. The topographic survey does NOT include invert elevations of sanitary sewer manholes or water valve nut elevations. The DTM, and all linework and point data will be processed in Land Development Desk Top 2007. CRS will provide an Autodesk 2007 format 3D line and symbols file, an Autodesk 2007 format TIN lines, contours, and DTM border CAD file, and an ASCII point file (coma delimited with point number, northing, easting, elevation, and description). The CAD layers will be completed to CRS common layers in Autodesk. CRS does not separate observed points out to different layers within CAD based on the coded features but uses daily obervations for quality control purposes. CRS does not use any kind of agency standard CAD layering, symbols or point descriptions.

CRS will confirm past used (2012 and 2022 projects) held City of El Mirage vertical and horizontal datum. CRS will complete the observations in the horizontal datum using a previously used local combined grid-to-ground scale factor 1.000131007 as published for the GDACS plat MCR 688-41, S.E. corner Section 14 being the N.E. corner of Section 23. The vertical datum will be NAVD88 based on above stated El Mirage/GDACS published elevations confirmed and used for CRS 2012 AND 2022 project control monuments. This scope of services does NOT include any kind of boundary survey. Base mapping will be completed using CRS past 2012 and 2022 plat plots in CAD. Base mapping includes only the local recorded plats and does NOT include ordering or plotting of any kind of title report documents.

This scope of work does NOT include any preparation of legal descriptions or exhibits for transfer/creation of easements/right of ways/parcel interests as maybe needed. CRS invoices a fixed fee amount of $660.00 per legal description with exhibit for any non-scope requests for legal description land surveying services.

(continued page 2)

CRS will provide a survey package for the topographic design survey with CAD files, ASCII point files, and DTM ".xml" data base files. The survey package will include rough plots sealed for the topographic survey representation of the 3D lines and symbols in the CAD file, including the developed 0.2' contour lines. CRS will seal a point listing sheets that indicate the ASCII point files provided. CRS will provide a survey report that provides information for any horizontal and vertical control points found or set.

CRS Topographic Survey and Control Survey estimates:

1. Field Control-survey 1-man field crew, 08 hours at $110 per hour = $0,880.00.
2. Field Topo-survey 1-man field crew, 34 hours at $110 per hour = $3,740.00.
3. Office Process Control-survey, research plat/boundary survey records and plot in CAD, 01 hours at $110 per hour = $110.00.
4. Office Process insert/plot basemapping existing adjoining recorded subdivision plats, 03 hours at $110 per hour = $330.00.
5. Office Process Topo-survey, complete DTM for site, and provide survey package, 26 hours at $110 per hour = $2,860.00.
   -- Total Topographic Survey not-to exceed fee of **$7,920.00**

CRS has completed the following proposal with the assumptions provided. CRS completes both field and office surveying services at a rate of $110.00 per hour.

CRS can complete this project scope of services for a not-to exceed fee of **$7,920.00**, with daily reports provided for all professional services provided.

CRS is fully insured and will provide insurance certificates upon request.
CRS can schedule the approved surveying services with a signature below.

Thank you for the continuing opportunity to be of service to NFra and to the City of El Mirage.

Please attach and reference this proposal to any contract documents.

Submitted,
CONSULTANT REGISTERED SURVEYING

Carl Sitterley, President

Accepted,
NFra, Inc.

Name: Randy Weyrauch

Title: Vice President

NFra Exhibit aerial attached and referenced hereon.
Please note, preparation of Replat has been removed from previous requested scope of services.

Map



EXHIBIT C

May 20, 2025

EXHIBIT D

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

August 13, 2025

Randy Weyrauch, PE
NFra, Inc.
77 E. Thomas Road #200
Phoenix, AZ 85012

Re: EM25-ST03 Cactus Road Half Street Improvements

Dear Randy,

J2 Engineering and Environmental Design LLC (J2 Design) is pleased to provide professional design services for the Cactus Road Half Street Improvement project. J2 will serve as a subconsultant for the project providing drainage engineering design services.

Project Understanding: *The City of El Mirage (CEM) implementing the half street improvements to Cactus Road along the frontage of APN 501-45-934 and APN 501-45-936 which will require new drainage improvements.*

Our estimated fee for this project is as follows (see attached fee sheet for breakdown):

Design *(Lump Sum)***:**	
J2 Design:	*$ 12,582.00*
Floodplain Use Permit Application Fee Allowance:	*$ 800.00*
Total Fee:	**$ 13,382.00**

Thank you for the opportunity to provide professional services on this exciting project and serve NFra and the City of El Mirage. Please contact me if you have any questions.

Sincerely,

Aaron Allan, PLA, ASLA
Principal
aallan@j2design.us
m 480.720.0522

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

Scope of Services: Design

Task 100: Site Investigation

J2 will attend a kickoff meeting.

J2 will perform a site visit to review existing conditions.

J2 will review existing as-builts and utility base mapping.

Meetings:

- *Kick Off Meeting: One (1) Meeting: This is anticipated to be virtual and is anticipated to be one (1) hour in duration. J2 will have one (1) representative at the meeting.*
- *Site Visit: One (1) Meeting: This is anticipated to be held at the project site and is anticipated to be four (4) hours in duration. J2 will have one (1) representative at the meeting.*

Task 200: Drainage Analysis

J2 will analyze the existing drainage patterns along Cactus Road and provide drainage volumes to NFra for development of storm drainage conveyance to the existing wash. J2 will assist NFra in drainage analysis of how to capture and route storm water from an inverted crown roadway to a typical roadway, this may require storm drainage design- J2 will provide catch basin and drainage pipe sizes to NFra for plan development if required. J2 will analyze flow through the existing three (3) 24" RGRCP pipes that will be extended and provide scour analysis to NFra for rip rap protection plans.

J2 will prepare a draft and final drainage report.

J2 will address comments received from CEM and NFra on the draft drainage report.

J2 will upload plans to Flood Control District of Maricopa County (FCDMC) for a Flood Plain Use Permit.

J2 will attend Comment Resolution Meetings after each staged submittal.

J2 will attend Design Coordination Meetings with NFra.

Deliverables:

- *Drainage Report (Draft Final) (PDF)*

Meetings:

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

- *Comment Resolution Meeting: Three (3) Meetings: Each meeting is anticipated to be virtual and is anticipated to be one (1) hour in duration. J2 will have one (1) representative at the meeting.*
- *Design Coordination Meeting: Two (2) Meetings: Each meeting is anticipated to be virtual and is anticipated to be one (1) hour in duration. J2 will have one (1) representative at the meeting.*

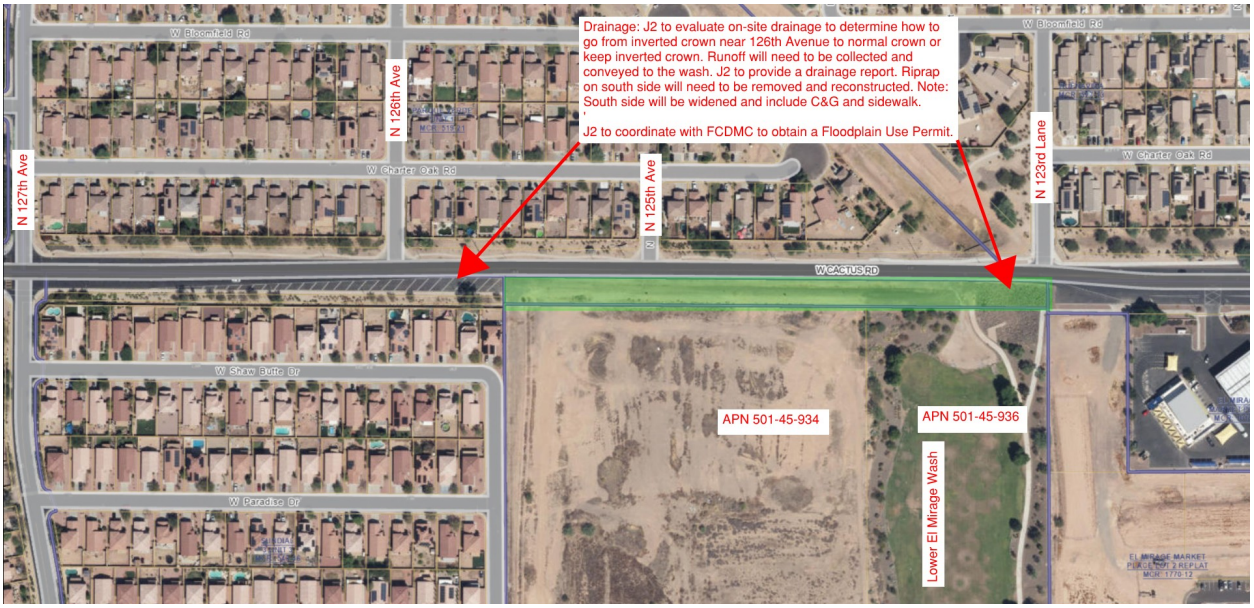
Design Allowance:

The following allowances may only be utilized if authorized in advance by the city. These allowances will not be authorized until a full modified scope is known and may need to be increased if the required scope exceeds the established allowance amount.

General Project Allowance – *an allowance has been established to pay for the Floodplain Use Permit Application Fee required by the Maricopa County Flood Control District.*

J2 Engineering and Environmental Design, LLC
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602.438.2221 www.j2design.us

Project Limits



General Project Understanding

The CLIENT shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. The CLIENT shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

CLIENT shall make available to the Design Team all existing available data and records relevant to the site, as needed.

CLIENT shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

CLIENT shall furnish to the Design Team, upon the request of the Design Team for performing the services, any existing pertinent data prepared by or services of others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project.

CLIENT shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team.

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

CLIENT warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the CLIENT to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the CEM and Maricopa Association of Governments (MAG) design and construction standards and specifications.

Design Assumptions and Exclusions:

1. *Legal descriptions, Boundary Survey, Topographic Survey, ALTA, title reports, and any effort to establish any easements is not included in this scope of services. All plans will be developed on topographic survey provided to J2 by NFra in a CAD format.*
2. *The design team is not providing any roadway or traffic engineering services*
3. *The Design Team has not included any re-platting, or rezoning efforts in this scope of services.*
4. *The Design Team is not providing or producing any 404/408 Permits or 404/408 Applications nor are we providing any environmental, cultural, or biological investigations or clearances.*
5. *Landscape architecture design is not included in this scope of work.*
6. *Coordination with utility companies is not included in this scope of work.*
7. *Utility potholing has not been included in this scope of services. All utility locations will be provided to J2 by NFra.*
8. *Reproduction of all hard copy sets shall be paid by others and have not been included in this scope or proposal.*
9. *The Design Team is not providing the cost to secure any permitting for this project these costs will be paid by others.*

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, B2 Phoenix, AZ 85040
602.438.2221 www.j2design.us

10. *Erosion Control/Storm Water Pollution Prevention Plans are not included in this scope of services.*
11. *Public involvement or creation of graphic renderings is not included.*
12. *Post Design/Construction Phase services are not included.*
13. *Design schedule is assumed to be 12 months.*

We would expect to start our services promptly after receipt of your acceptance, along with the City's approval, and complete our services in a timely manner.

EXHIBIT D

Cactus Road Half-Street Improvements

NFra-City of El Mirage

J2 Engineering and Environmental Design, LLC

8/13/2025

	Labor Category:	Design Manager Sr.	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Project Landscape Architect	Designer Sr.	Designer	
	Rate:	$ 215.27	$ 192.47	$ 132.32	$ 111.77	$ 202.60	$ 136.76	$ 120.93	$ 91.46	
Task #	**Task Description:**									**Hours Total**
100	**Site Investigation**									
101	Kick off Meeting (1)(Virtual)	0	0	1	0	0	0	0	0	1
102	Site Visit (1)	0	0	4	0	0	0	0	0	4
200	**Drainage Analysis**									
201	Drainage Analysis	0	0	16	8	0	0	0	0	24
202	FCDMC Coordination	0	0	8	8	0	0	0	0	16
203	Draft and Final Drainage Report	0	0	12	24	0	0	4	0	40
204	Comment Resolution Meeting (3) (Virtual)	0	0	3	0	0	0	0	0	3
205	Design Meeting (2) (Virtual)	0	0	2	0	0	0	0	0	2
206	QA/QC	0	8	0	0	0	0	0	0	8
	J2 Hours per Labor Category:	**0**	**8**	**46**	**40**	**0**	**0**	**4**	**0**	**98**
	J2 Fee per Labor Category (Rounded to Nearest Whole Dollar):	$ -	$ 1,540.00	$ 6,087.00	$ 4,471.00	$ -	$ -	$ 484.00	$ -	$ 12,582.00

	Subconsultants:	Fee Amount
		$ -
		$ -
		$ -
		$ -
	Total Subconsultants:	$ -

Total Fee J2, Subconsultants, and Allowances: $ 13,382.00

J2 Engineering and Environmental Design, LLC

	Allowances:	Fee Amount
	Floodplain Use Permit Application Fee	$ 800.00
		$ -
		$ -
		$ -
		$ -
	Total Allowances:	$ 800.00

Aaron Allan, PLA, ASLA
Principal

August 13, 2025
Date

Ninyo & Moore
A SOCOTEC COMPANY

May 23, 2025
Proposal No. 12PHX02-06617

Mr. Randy Weyrauch, PE
NFra, Inc.
77 East Thomas Road, Suite 200
Phoenix, Arizona 85012

Subject: Proposal to Provide Geotechnical Engineering Services
Cactus Road Half Street Improvements
126th Avenue to 123rd Lane
El Mirage, Arizona
El Mirage Project Number EM25-ST03

Dear Mr. Weyrauch:

Ninyo & Moore, a SOCOTEC Company (Ninyo & Moore) is pleased to submit this proposal to provide geotechnical engineering services for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and fee for this project.

SITE/PROJECT DESCRIPTION

The project site is located along Cactus Road from approximately 126th Avenue to 123rd Lane, a distance of about 1,100 feet. The project will generally include roadway widening toward the south, roadway rehabilitation, and drainage improvements. The drainage improvements will be constructed using traditional cut-and-cover techniques and will extend less than 10 feet deep.

SCOPE OF SERVICES

The scope of services will be performed is summarized below:

- Review available published and in-house geotechnical reports, topographic information, soil surveys, geologic literature, and aerial photographs of the project area.
- Obtain a City of El Mirage permits to perform our field work.
- Conduct a site visit to the site for geologic reconnaissance.
- Conduct a site visit to select and mark out the proposed boring locations.
- Contact Arizona 811 to evaluate utility locations prior to drilling.
- Arrange for appropriate traffic control services to be implemented during our field work activities.

- Core the existing asphalt pavement roadway within Cactus Road at two locations using an electronic core machine, one in the eastbound direction lane and one in the westbound direction lane. Each core sample will be photo-documented and measured for thickness.

- Perform a geotechnical exploration including the excavating of two soil borings along the southern shoulder of Cactus Road. These borings will extend up to 10 feet below the ground surface. The borings will be logged by a Ninyo & Moore employee and advanced with a truck mounted drill rig using hollow-stem augers (HSAs).

- Collect soil samples in the borings for laboratory testing and analysis. Ninyo & Moore personnel will log the borings in general accordance with the Unified Soil Classification System and ASTM D2488 by observing cuttings and split-spoon samples. The soil samples will be transported to a Ninyo & Moore laboratory for testing.

- Backfill the core and boring holes that are located with existing paved surfaces in general accordance with Maricopa Association of Governments, Detail No. 212.

- Perform laboratory testing that will evaluate the on-site soil's index, strength, and chemical characteristics.

- Prepare a geotechnical report to include logs of the exploratory borings and results of the laboratory testing. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona. The report will include the following:

    - Site vicinity map and boring plan map;
    - Description of work scope, laboratory, and field procedures;
    - Encountered subsurface soil and groundwater conditions;
    - General seismic characteristics in accordance with International Building Code;
    - Geologic hazards, including the presence of surface earth fissures;
    - Excavation characteristics of on-site soils;
    - Temporary soil sloping guidelines;
    - Temporary vertical shoring guidelines;
    - Earthwork factors;
    - Potential for re-use of on-site soils;
    - Subgrade preparation measures;
    - Recommendations for special soil conditions such as expansive, collapsible, or highly compressible soils;
    - New pavement design recommendations for Cactus Road;
    - Recommendations relative to pavement rehabilitation for Cactus Road;

- Recommendations relative to site drainage; and
- Discussion of soil corrosivity to steel and concrete.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- The field work will be performed during daytime hours.
- The site is accessible to normal, two-wheel drive, truck-mounted drilling equipment, and site access will be granted.
- The work can be accomplished using HSA operating at a normal rate of penetration.
- No groundwater will be encountered.
- Some ground disturbance should be expected as a result of our field work.
- Ninyo & Moore will not need to obtain any environmental clearance as a part of this project.

SCHEDULE

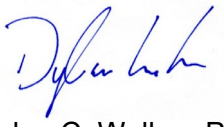
We are prepared to initiate this project immediately and could begin the field work within about four weeks after received right-of-entry permission and the fieldwork should be finished within three working days. We anticipate issuing our reports within about eight weeks from the date we finish the field work. Preliminary geotechnical recommendations can be provided about one week after the field work is done.

FEE

We propose to perform the work scope described above for a fee of $12,500 (Twelve Thousand Five Hundred Dollars). The fee is based on the scope of services presented above and our understanding of the project. We will notify you if any additional services or charges are appropriate. If this proposal meets your expectations, please provide formal authorization in the form of a subconsultant agreement, purchase order, or work authorization form.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE, A SOCOTEC COMPANY



Dylan C. Walker, PE
Project Engineer



Steven D. Nowaczyk, PE
Managing Principal Engineer

DCW/SDN/amg

WRIGHT engineering corporation

PROPOSAL
B25-0291

August 8, 2025

NFra Inc.
77 E. Thomas Road
Suite 200
Phoenix, AZ 85012

Re: EM25-ST03 Cactus Road Street Light & HAWK Traffic Signal Design

Attn: Randy Weyrauch, PE

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of El Mirage requirements:

Street Lighting Design Scope of Services:

1. Coordinate design with owner, power company, civil engineer, and/or architect/landscape architect as noted:
   a. Project coordination will be performed via email, telephone calls, and virtual meetings, in-person meetings are not included in this scope.
2. Visit the site to determine existing adjacent street lighting conditions. Up to (1) one visit.
3. Prepare sealed photometric calculation drawings 24 x 36 to meet City requirements.
4. Design will include the required lighting locations/levels to meet City requirements.
5. Prepare 24" X 36" street light construction drawings showing all street lighting for the following streets in one plan set:
   a. Cactus Road (123rd Lane to 125th Ave)
6. Prepare and coordinate utility conflict review with affected utilities.
7. Prepare an engineer's estimate of probable electrical construction costs if requested.
8. Perform in-house QAQC review and modifications.
9. The above plans will be provided to client for submittal review and comment at 60%, 95%, and 100% levels. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
10. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
11. Municipal review comments will be responded to and addressed.

Please Note: All underground electrical utilities, providing power to public street lights, shall be designed by local utility company.

HAWK Traffic Signal Design Scope of Services:

1. Coordinate design with owner, power company, civil engineer, and/or architect/landscape architect as noted:
    a. Project coordination will be performed via email, telephone calls, and virtual meetings, this task includes one pre-design meeting.
2. Visit the site to determine existing conditions. This task will include identifying existing traffic signal equipment and layout as well as potential overhead and underground conflicts. Up to (1) one visit.
3. Prepare 24" X 36" HAWK traffic signal construction drawings for the following crossing:
    a. Cactus and 123rd Lane
4. Design all new and modified equipment including vehicle and pedestrian indications, vehicle detection, pre-emption equipment, signal poles, mast arms, foundations, signal pole mounted luminaires, illuminated street name signs, controller cabinet, power service pedestal, antenna, and video cameras.
5. All equipment will be designed to meet local codes and ordinances as well as ADA, MUTCD, OSHA, NESC, and other applicable state and federal requirements as adopted by the local jurisdiction.
6. Prepare equipment schedule identifying all equipment required.
7. Prepare conduit and conductor table to power all equipment.
8. Prepare an internal illuminated street name sign equipment schedule.
9. Prepare and coordinate utility conflict review with affected utilities.
10. Prepare an engineer's estimate of probable construction costs with item and unit cost breakdown.
11. Perform in-house QA/QC review.
12. Coordinate with client regarding review comments from design team and municipality.
13. The above plans will be provided to client for submittal review and comment at 60%, 95%, and 100% levels. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
14. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
15. Municipal review comments will be responded to and addressed.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of location of Utility Company point of electrical service connection will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

The above services will be provided as follows:

Street Lighting Design Services: **$6,950** (Not to Exceed)
Cactus and 123rd Lane HAWK Traffic Signal Design Services: **$16,100** (Not to Exceed)

Hourly Rate Schedule:

Any services listed as billed hourly or not specifically included in the Scope of Services section shall be payable at the following rates:

Principal	$210/hour	Designer	$130/hour
Senior Engineer	$180/hour	Drafter	$110/hour
Engineer	$150/hour	Admin	$80/hour

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. Any engineering or services fees requested to be paid by credit card will be charged an additional 4.25% for processing. If you have any questions, please contact us at your earliest convenience.

Sincerely,



Aaron D. Kutchinsky, PE
Wright Engineering Corporation

EXHIBIT F

Schedule of Electrical Engineering Services Fee Schedule

City of El Mirage
EM25-ST03 Cactus Road Street Light & HAWK Traffic Signal Design
Electrical Engineering Services
Wright Engineering Corporation
2025-08-08

TASK	DESCRIPTION	Principal	Senior EE	Designer	Administrative	TOTAL HOURS
	Design Services - STREET LIGHT DESIGN					
1	Project Coordination & Virtual Meetings		2	1	1	4.00
2	Site Investigation (1)		1			1.00
3	Prepare photometric calculations		1	2		3.00
4,5,9	Prepare plans 60% & Plan Submittal	0.5	2	12		14.50
4,5,9	Prepare plans 95% & Plan Submittal	0.5	1	8		9.50
4,5,9	Prepare plans 100% & Plan Submittal		1	2		3.00
6	Utility Conflict Coordination			2		2.00
7	Cost Estimate		1	1		2.00
8	QA/QC	1	1	1		3.00
11	Street Light Comment Resolution		2	4		6.00
	HOURS	2.00	12.00	33.00	1.00	48.00
	Design Services - HAWK TRAFFIC SIGNAL DESIGN					
1	Project Coordination & Virtual Meetings		4	2	1	7.00
2	Site Investigation (1)		2			2.00
4-8,13	Prepare plans 60% & Plan Submittal	1	6	40		47.00
4-8,13	Prepare plans 95% & Plan Submittal	1	4	16		21.00
4-8,13	Prepare plans 100% & Plan Submittal		2	6		8.00
9	Utility Conflict Coordination			4		4.00
10	Cost Estimate		1	3		4.00
11	QA/QC	1	4	4		9.00
15	Street Light Comment Resolution		4	6		10.00
	HOURS	3.00	27.00	81.00	1.00	112.00
				TOTAL PROJECT HOURS		160.00
	Hourly Billable Rate	$210.00	$180.00	$130.00	$80.00	
	STREET LIGHT DESIGN LABOR COST	$420.00	$2,160.00	$4,290.00	$80.00	**$6,950.00**
	HAWK TRAFFIC SIGNAL DESIGN LABOR COST	$630.00	$4,860.00	$10,530.00	$80.00	**$16,100.00**
				TOTAL PROJECT LABOR COST	**$23,050.00**	

TOTAL PROJECT FEE ESTIMATE $23,050.00

Cactus Road Half Street Improvements

Project Number:	EM25-ST03	**Department:**	Development Services
Total Capital Cost:	$2,372,000.00	**Type:**	Capital Improvement
		Request Groups:	New
		Timeline:	09/01/2025 to 06/30/2027

Request description:
The City owns both APNs 501-45-934 and 501-45-936 and is required to complete the ultimate roadway improvements along Cactus Road. This would require half street improvements along the frontage of these parcels including an additional 31 feet of asphalt, curb/gutter, 8 foot wide sidewalks, streetlights, landscaping and a HAWK signal located near 123rd Lane. Signing and striping would also be required between 127th Avenue and El Mirage Road. Currently, the existing roadway reduces from 2 through lanes with a two-way left turn lane to a single lane, which causes potential conflicts while merging and for eastbound vehicles trying to turn left onto one of three side streets along this corridor. Widening the road would remove the need to merge and provide an additional lane for drivers to turn left in a safer manner.If this project is accepted, the Cactus Road Pedestrian Crossing Project (EM25-TS01, submitted for review) would not be required.

Capital Costs	**FY2026**	**FY2027**	**FY2028**	**Total**
Planning				$0.00
Design	$185,000.00	$54,000.00		$239,000.00
Engineering				$0.00
Land/Right-of-way				$0.00
Construction/Maintenance		$1,133,000.00	$1,000,000.00	$2,133,000.00
Other				$0.00
Total	$185,000.00	$1,187,000.00	$1,000,000.00	$2,372,000.00

Funding Source	**FY2026**	**FY2027**	**FY2028**	**Total**
111 - General				$0.00
114 - Court				$0.00
121 - Court Enhancement				$0.00
128 - Towing				$0.00
131 - HURF	$185,000.00	$1,187,000.00	$1,000,000.00	$2,372,000.00
141 - LTAF				$0.00
148 - CDBG				$0.00
149 - Special Projects				$0.00
156 - Capital Streets				$0.00
511 - Water				$0.00
516 - Ranchettes				$0.00
541 - Sewer				$0.00
591 - Sanitation				$0.00
Total	$185,000.00	$1,187,000.00	$1,000,000.00	$2,372,000.00

Account Codes (Capital Costs):

131-5-3581-658	$2,372,000.00
	$2,372,000.00

Additional Information

Benefit to Community	The widening of the south half of Cactus Road would complete the ultimate configuration of 2 lanes in each direction with a center two-way left turn lane. It would also provide additional pedestrian-friendly amenities such as sidewalks and a HAWK signal which would allow for safer travel along and across this corridor.
Type of Project	New Road
Strategic Priority	Superior Infrastructure
Division	Engineering
Grant Funding	No
Bond Eligible	No
Project Status	New

CITY OF EL MIRAGE

ON-CALL PROFESSIONAL SERVICES FOR DESIGN & CONSTRUCTION
EM25-OCPS01

DSD – Engineering Division

10000 N. El Mirage Road.
El Mirage, Arizona 85335

Phone: (623) 972-8116

Solicitation Description: **On-Call Professional Services for Design and Construction Projects (FY26 through FY29)**

City Project No. EM25-OCP01

Issue Date: **June 17, 2025**

The following firms have been selected for inclusion on the City of El Mirage Qualified Consultant List (QCL) that will run from July 1, 2025 to June 30, 2029:

Note: No binding contract will exist between the firm/individual and the City of El Mirage until the City executes a written contract.

Note: The below list does not obligate the City of El Mirage to any cost or guarantee any firm will be awarded a contract.

Note: CE = Civil Engineering, S = Surveying, SGMT = Soils/Geotechnical/Material Testing, LA = Landscape Architecture, TE = Traffic Engineering, CA = Construction Administration

1. NFra Inc. (CE, TE)
2. Entellus, Inc. (CE, S, CA)
3. Arcadis U.S., Inc.(CE)
4. Kimley-Horn (CE, S, LA, TE)
5. Ninyo & Moore (SGMT)
6. Lee Engineering (TE)
7. Wood, Patel & Associates (CE, S, CA)
8. Colliers Engineering & Design (CE, S, TE, CA)
9. Engineering Alliance, Inc. (CE, S, CA)
10. EPS Group, Inc. (CE, S, LA, TE, CA)
11. Speedie & Associates (SGMT)

City of El Mirage Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to award a contract to Weems Apshalt using the 1GPA National Cooperative Contract #22-15P-05-E3 to install the speed cushions on A Street between Thunderbird Road East and Myer Lane in the amount of $58,093, including a 10% contingency. (Development Services)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Bryce Christo, Assistant City Engineer	**DEPARTMENT:** Development Services

BACKGROUND:

Describe the benefit to the organization and/or community. The City does not have an arterial roadway east of El Mirage Road; therefore, A Street often acts as the main traffic corridor for the northeastern portion of the City. A Street, however, is classified as a local street within a residential neighborhood, which is not designed to handle the excess traffic that it currently receives. The speed cushions aim to help slow vehicles down through the corridor and reduce safety issues for the adjacent residents.

Describe how this item aligns with an operational need, city priority, or strategic goal. This section of A Street met the warrants for speed cushions per the City's Speed Cushion Installation Program and the petition for the installation was approved by more than 60% of the adjacent properties.

Describe the timing considerations for approval of this item. The sooner the cushions are installed, the sooner the issue of speeding vehicles can be addressed.

Describe any anticipated impact this item might have on residents, businesses, or operations. Reduced speeds may provide for a safer corridor. Those who live along this roadway also initiated and voted for the installation of the speed cushions.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. The City's Speed Cushion Installation Program.

RECOMMENDATION:

Award a contract with Weems Asphalt using the 1GPA National Cooperative Contract #22-15P-05-E3 to install speed cushions on A Street between Thunderbrid Road East and Myer Lane in the amount of $58,093, including a 10% contingency.

PROPOSED MOTION:

I move to approve the contract with Weems Asphalt using the 1GPA National Cooperative Contract #22-15P-05-E3.

BUDGETED: Yes
CIP: Yes **CIP/Activity:** 62115
MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED:	$58,093
FISCAL YEAR:	2026
ACCOUNT NUMBER:	131-5-3581-657
ACCOUNT NAME:	INFRASTRUCTURE

ATTACHMENTS
Solicitation
1GPA Recommendation
Contract
Proposal
CIP Project Sheets

The following is a Cooperative Solicitation, released via Mary C. O'Brien Accommodation School/Pinal County ESA as the lead agency of 1Government Procurement Alliance:

Invitation for Bid # 22-15P
Asphalt Products and Services

Bid Due Date and Time: April 21, 2022 at 11:00 A.M. Arizona Time

IFB Opening Location: Opening will be held publicly online through Vast Conference. Use the link below to join the conference.
Join from PC or Mac: https://meet.vastconference.com/43837524
Call by Phone: Toll-Free US/CAN 1-800-719-7514
Enter Conference Code: 438375

Pre-Bid Conference: None

Electronic Submittals: OpenGov Procurement – https://secure.procurenow.com/portal/1GPA
See enclosed information for submittal instructions.

Last Day for Questions: April 8, 2022 at 5:00 p.m.

In accordance with the Arizona procurement code and rules, Competitive Sealed Bids for the materials or services specified will be received electronically by 1GPA, via OpenGov Procurement, until the time and date cited. Bids received by the correct time and date shall be opened, via OpenGov Procurement, and the vendor's name and pricing shall be publicly read at the location indicated above. All other information contained in the Bid shall remain confidential until award is made. Late solicitations shall not be considered.

To be considered, solicitations shall be submitted electronically via OpenGov Procurement, https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Bidders are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Invitation for Bid should be directed to:

Rebecca Seifert, Procurement Specialist
Email: rseifert@1gpa.org
Phone: 866-306-3893

Jill Broussard

Jill Broussard, Superintendent
Pinal County ESA

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date Issued: March 16, 2022

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, visit the 1GPA website at: http://1gpa.org/state-statutes/

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
http://www.irs.gov/pub/irs-pdf/fw9.pdf

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Bidder to submit as part of the Bid.

"Bidder" means a person submitting a Bid in response to an Invitation for Bids

"Contract" means the combination of the Solicitation, including the Special Instructions to Bidders, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; the Bid; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"*Contract Amendment"* means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

"*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting an offer in response to a Solicitation.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

UNIFORM INSTRUCTIONS TO BIDDERS

1. **Inquiries**

A. **Duty to Examine** - It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for withdrawing the Bid after the Bid due date and time nor shall it give rise to any Contract claim.

B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person.

C. **Submission of Inquiries** - Questions and/or clarifications concerning this IFB will be accepted in writing through April 8, 2022 by 5:00 p.m. Request may be transmitted via email. Responses and addenda to this IFB, if necessary, are anticipated to be issued April 13, 2022 at 5:00 p.m. No Bidder may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this IFB shall be directed to Rebecca Seifert, Procurement Specialist at rseifert@1GPA.org or submitted via the OpenGov Procurement portal located at https://secure.procurenow.com/portal/1GPA.

D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Bidders adjusting their Bid based on oral instructions by any member of 1GPA or lead District Personnel.

E. **Pre-Bid Conference** - If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation or the procurement at that time. A Bidder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.

F. **Bid Opening:** Bids shall be electronically submitted via OpenGov Procurement prior to the specified due date and time. Bids shall be opened immediately following the bid due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and the pricing submitted will be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

G. **Time Stamp**: Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidders assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. **Bid Preparation**

A. **Forms:** - A Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.

B. **Typed or Ink Corrections**. - The Bid should be typed or in ink. Erasures, interlineations or other modifications in the Bid should be initialed in ink by the person signing the Bid. Modifications shall not be permitted after Bids have been opened except as otherwise provided under R7-2-1030.

C. **Signature(s) on Bids** - The Bid and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Bid. Failure to sign the Bid and Contract Acceptance document may result in rejection of the Bid.

D. **Exceptions to Terms and Conditions** - All exceptions included with the Bid shall be submitted in a clearly identified separate section of the Bid in which the Bidder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

E. **Subcontracts** - Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Bid.

F. **Cost of Bid Preparation** - 1GPA will not reimburse any Bidder the cost of responding to a Solicitation.

G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Bid. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Bid.

H. **Provision of Tax Identification Numbers** - Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Bid and Acceptance form and provide the tax rate and amount, if applicable, on the Price Sheet.

I. **Taxes**:

1. **Federal Excise Tax** - Arizona School Districts/public entities are exempt from certain Federal Excise Tax on manufactured goods.

2. **Transaction Privilege Taxes** - Arizona School Districts/public entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/public entities do not pay state property taxes.

4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.

5. **Payment of Taxes** – Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.

All Other States - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.

J. **Disclosure** - If the firm, business, or person submitting this Bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Bidder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

1. Addenda/Amendments;
2. Special Terms and Conditions;

3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions;
8. Uniform Instructions to Bidders.

L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Bid**

A. **Bid Submission** - Each Bid shall be submitted electronically to OpenGov Procurement by the due date and time at https://secure.procurenow.com/portal/1GPA. Submittal instructions for OpenGov Procurement can be found on the last page of this document under Exhibit A. 1GPA will not consider a bid submitted by any other method other than OpenGov Procurement.

B. **Bid Amendment or Withdrawal** – A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdrawal is received before the Bid due date and time designated in the Solicitation (or as amended in writing by 1GPA). A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under R7-2-1028.

C. **Public Record/Confidentiality** - Under applicable law, all Bids submitted and opened are public records and must be retained by 1GPA. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Bidder believes that its Bid contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. Requests to deem the entire Bid as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

D. **Certification** - By signing the Bid and Acceptance form or other official contract form, the Bidder certifies that:

1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Bid for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid and that the Bidder has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O) has occurred; and

2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and

3. The Bidder warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Bidder 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 Bid. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Bid. Signing the Bid with a false statement shall void the Bid, any resulting contract and may be subject to legal remedies provided by law; and

5. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body; and

6. By submission of this Bid, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and

7. In accordance with ARS § 35-392, the Bidder is in compliance and shall remain in compliance with the Export Administration Act.

8. The Bidder warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002.

9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. **Additional Information**

A. **Unit Price Prevails** - Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

C. **Late Bids, Modifications or Withdrawals** - A Bid, Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).

D. **Disqualification** - The Bid of a Bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

E. **Bid Acceptance Period** - A Bidder submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).

F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:

1. Waive any minor informality;
2. Reject any and all Bids or portions thereof; or
3. Cancel the Solicitation.

5. **Award**

A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of its Members.

B. **Contract Inception** - A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by 1GPA and the Lead Agency with an authorized signatures on the Bid and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Bid.

C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Bid and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with 1GPA/lead agency representative, Christy Knorr, Vice President.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. The form of relief requested.

B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.

C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information with the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.

D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.

E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA makes the procurement file available for public inspection.

F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. **Cooperative Purchasing** –

A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.

B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.

C. **Cooperative Purchasing Contracts** - Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

D. **Non-Exclusive Contract** - Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.

E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this IFB is Mary C. O'Brien Accommodation School/Pinal County ESA.

2. **Contract Interpretation**

A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

B. **Implied Contract Terms** - Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

C. **Relationship of Parties** – Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.

D. **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.

E. **No Parol Evidence** - This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

A. **Records** - Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

B. **Audit** - At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

C. **Inspection and Testing**. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.

D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Bid and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

E. **Advertising and Promotion of Contract** - Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.

F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.

G. **Usage Reports –** The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.

H. **Submission of Usage Reports** – Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.

I. **Purchase Orders/Contracts -** All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.

J. **Invoicing of Administration Fee –** Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:

1910 W. Washington Street
Phoenix, AZ 85009

4. **Costs and Payments**

A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.

B. **Billings** – Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.

C. **Payment** – Payment terms are Net thirty (30) from receipt of Contractor's invoice

D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
2. Purchase order describes the amounts or percentages and the dates or frequency of payments
3. Payments are made in full compliance with Member's local governing entity rules

E. **Tax Indemnification** - Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the Member harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.

G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. **Contract Changes**

A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.

D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. **Risk and Liability**

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

B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

D. **Force Majeure**

1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-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.

2. Force Majeure shall <u>not</u> include the following occurrences:

   a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
   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; or
   c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

7. **Warranties**

A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:

1. A quality to pass without objection in the trade under the Contract description;

2. Fit for the intended purposes for which the materials or services are used;

3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

4. Adequately contained, packaged and marked as the Contract may require; and

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. **Inspection/Testing** - The warranties set forth in in this section shall not affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable Laws** - The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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

8. **Contractual Remedies**

A. **Right to Assurance** - If 1GPA in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

C. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. **Contract Termination**

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of 1GPA is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of 1GPA for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including making of any determination or decision about contract performance in accordance with R7-2-1087(H).

D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

F. **Cancellation for Non-Performance or Contractor Deficiency** – 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

1. Providing material that does not meet the specifications of the contract;
2. Providing work and/or material that was not awarded under the contract;
3. Failing to adequately perform the services set forth in the scope of work and specifications;
4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
6. Performing work or providing services under the contract prior to receiving a Member’s purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

G. **Contractor Cancellation**: Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.

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

10. **Contract Claims**

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. **Federal and State Requirement**

A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.

B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.

F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.

G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.

I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

J. **2CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting bids must complete the 2CFR 200 Certification Form contained within this document.

K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.

L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least $1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

https://www.ethics.state.tx.us/tec/1295-info.htm
https://www.ethics.state.tx.us/whatsnew/faq_form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on June 28, 2022 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. **CONTRACT EXTENSION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.

3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

4. **CONTRACT TYPE**: The term contract shall be a percent of discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.

5. **FORM OF CONTRACT:** The form of contract for this solicitation shall be the Invitation for Bid, and the awarded Bid(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Invitation for Bid. If a firm submitting a Bid requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Bid. Partial bids will be accepted.

6. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this Solicitation is exclusively between the Member and Contractor and may not materially change any of the terms and conditions contained herein. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.

7. **BID ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, 1GPA requires a Bid in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

8. **ELECTRONIC SUBMITTAL - REQUIRED:** **An electronic submission is required**. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

9. **BID OPENING:** Bids shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Bidder and pricing submitted shall be read at this time. All Bids and any modifications and other information received in response to the Invitation for Bid shall be shown only to authorized Lead Agency/1GPA personnel having a legitimate interest in the evaluation. After contract award, the Bids and evaluation document shall be open for public inspection.

10. **TIME STAMP** Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in the Invitation for Bid (IFB). Bids received after the time stated in the IFB will not be considered and will remain unopened. Bidder assumes the risk of any delay in their submission. 1GPA strongly

recommends that you give yourself sufficient time and at least **ONE (1) day** before Bid Due Date and Time to begin the uploading process and to finalize your submission.

11. **AWARD**: Contract(s) shall be awarded to the lowest responsible and responsive Bidder(s) whose Bid(s) conforms in all material respects to the requirements and evaluation criteria set forth in the Invitation for Bids. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the lowest Bidder.

12. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States and abroad. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, and/or geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Bidders that 1GPA determines is necessary to meet the needs of it's Members. Bidder should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or make no awards rests solely with 1GPA. Bidders are not required to Bid on all items specified in this Bid.

13. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in Bidder's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.

14. **PRICING:** Contract pricing must be based upon:
1) Fixed discount(s) off published price list(s) or catalog(s)
2) Firm fixed price
3) A combination of the above

15. **COMBINATION PRICING:** Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

16. **PRICE STRUCTURES:** Contractors are responsible for providing copies of, or access to, current product prices.

Discounts: Discount bids must clearly identify the minimum percentage of discount to apply to an MSRP, a manufacturer's list price, a vendor's catalog, or price list, etc. Contractors shall continuously monitor and provide price updates when available. At the time of purchase, Contractor may offer deeper discounts based on volume or other factors as applicable. The price reduction shall be available to all Members making similar purchases under the Contract. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. There will be no reduction of minimum discount(s) during the term of the contract.

Verifiable Price Index: A 24/7 publicly available and verifiable price schedule can be provided. This dynamic pricing structure is updated automatically as the advertised price updates to market conditions and competitive benchmarking. This ensures that Members receive savings as the Contractor recognizes them.

17. **PRICE ADJUSTMENT FOR FIXED PRICING:** Fixed price offers shall include prices for any and all items proposed under the contract. Fixed prices shall be firm until each anniversary date of contract unless there is an occurrence of one or more allowable economic price adjustment contingencies. If allowable price adjustment contingencies occur, contract

vendor may submit **a fully documented** request for price adjustment to 1GPA. The supporting documentation shall clearly justify the basis for the proposed price increase and may include, but is not limited to, letters from manufacturers, applicable industry price index data, letters from freight/shipping companies, etc. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

18. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

19. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this IFB. All requests are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.

20. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

21. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be $10 Million annually. A current list of 1GPA Members may be found at:

    https://www.dropbox.com/s/9i5d6xhsmob7hcp/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0

    1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.

22. **SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed as indicated under the pricing submittal. Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

23. **DELIVERY: Unless otherwise agreed upon between the Member and the Contractor,** delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Bidder shall be responsible for delivery of items in good condition at point of destination, and return of all items that do not meet specifications. Bidder shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices. The receiving Member will report to the successful Bidder when packages are not received in good condition.

24. **INSTALLATION AND TRAINING:** Proposed price for initial installation must include complete installation and training of designated Member personnel on the proper use and care of products supplied.

25. **PROTECTION OF MEMBERS:** The Bidder shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Bidder shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed.

Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.

The successful Bidder shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.

26. BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Bid by any vendor but is only enumerated in order to advise potential Bidder of the requirements of 1GPA. Any Bid which proposes like quality, design or performance will be considered.

27. NEW PRODUCT: All products supplied pursuant to this specification shall be new, unused, and the most current available at time of order.

28. PRODUCT RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the Contractor to assure that all recall notices are sent directly to the agency Member Representative.

29. SAFETY STANDARDS: All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

30. RESPONSIBILITY OF BIDDERS: Factors to be considered in determining if a Bidder is responsible may include:

A. The Bidder's financial, material, personal and other resources, including subcontractors;
B. The Bidder's record of performance and integrity;
C. Whether Bidder is qualified legally to contract with the public entity;
D. Whether Bidder supplied all necessary information concerning its responsibility;
E. Complaints on file with the Registrar of Contractors;
F. Prior litigation history.

31. LICENSES: Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

32. CONTRACTOR LICENSE LAW: Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. Attach photocopy of license as requested in the "Vendor Submissions" section of the OpenGov Procurement online portal.

33. FEES AND PERMITS: Upon request of the Member, Contractor will be responsible for obtaining any and all permits required to perform installation. The installation shall be in complete compliance with all governing agencies including but not limited to City Building and Fire Codes. All required fees and permits must be included in the total Bid price as a pass-through cost (no markup) when pricing is submitted to 1GPA Member for each project.

34. INSPECTION: Each job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project and appropriate governing agencies (if applicable).

SPECIAL TERMS AND CONDITIONS

35. DAMAGES: The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The Bidder shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

36. CLEAN UP: The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

37. WARRANTY: All workmanship shall be warranted for a minimum of two (2) years from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project. All products shall be covered by the manufacturer's standard warranty.

38. BILLINGS: All billing notices shall identify the specific item(s) being billed. Item(s) are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.

39. INSURANCE: Bidder agrees to maintain such insurance as will fully protect Bidder, 1GPA and its Member from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Bidder, its employees, or by anyone directly or indirectly engaged or employed by Bidder. Bidder agrees to maintain such automobile liability insurance as will fully protect Bidder, 1GPA and its Member for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Bidder or its employees, while providing services to 1GPA Members.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate coverage. Awarded vendor shall provide a certificate that names the 1GPA Member as the certificate holder as required. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

Successful Bidder will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

40. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to 1GPA or Member.

B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the 1GPA Member and shall, subject to the concurrence of the Member, replace such personnel with personnel of substantially equal ability and qualifications.

SPECIAL TERMS AND CONDITIONS

41. EMPLOYEE IDENTIFICATION: All employees **must** check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items may result with the employee being escorted off property.

42. BID SECURITY: School procurement rules require that all competitive sealed procurement for construction have bid security, if the amount of construction contract will exceed the amount established by R7-2-1002(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount.

Bidders shall include acceptable bid security in the amount of $100,000 with submission of their Bid.

Acceptable bid security for this solicitation will be a certified check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in the appropriate state construction with take place, with the principal being the prime contractor and 1GPA being the Agency of Record.

Scan and upload a copy of the bid security under item 7.2 “Bid Security” in the Vendor Submissions section of the project on the OpenGov Procurement online portal. Vendors should also mail the original bid security no later than the bid due date and time addressed to:

1GPA
Attn: Rebecca Seifert
1910 West Washington Street
Phoenix, AZ 85009

43. PERFORMANCE AND PAYMENT BONDS: Performance and Payment Bonds between the 1GPA member and the prime contractor shall be executed on forms substantially equivalent to the forms provided at the end of this solicitation document.

Upon execution of a contract between 1GPA member and prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1103 as applicable. The prime contractor agrees to notify the 1GPA member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with 1GPA may be terminated. The contractor may be asked to supply copies of performance and payment bonds to 1GPA for administrative purposes.

Performance Bond - The Contractor shall be required to furnish an irrevocable security in the amount of 100% of the total contract price payable to the 1GPA Member, binding the Contractor to provide faithful performance of the contract.

Payment Bond - The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the 1GPA Member.

44. MEMBER DELAYS: As required by R7-2-1087(D), the Contractor will negotiate with 1GPA Member for the recovery of damages related to expenses incurred by the Contractor for a delay for which the 1GPA Member is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This negotiation does not void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.

45. PROGRESS PAYMENTS: R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the 1GPA member. It is the responsibility of the 1GPA member to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approve, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the 1GPA member issues a written statement to the Contractor that the estimate

of work is not approved and certified, the 1GPA member may withhold an amount from the progress payment that the 1GPA member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Bidder agrees to hold 1GPA harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed upon in writing between the parties involved.

Once all bonds are in place, the prime contractor and the 1GPA member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the Contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the 1GPA Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

46. RETENTION: Ten (10) percent of all contract payments shall be retained by the 1GPA member as insurance of proper performance of the Contractor. Contractor agrees to identify the amount to be retained on invoices to 1GPA member for each progress payment.

When the contract is fifty (50) percent completed, one half of the amount retained shall be paid to the Contractor upon the Contractor's requests provided the Contractor is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained.

After the contract is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained providing the Contractor is making satisfactory progress on the project, except if at any time the governing board of the Member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Retention applies only to amounts payable for construction and does not apply to amounts payable for design services, preconstruction services, finance services, maintenance services, or any other related services included in the contract.

If the 1GPA member and the contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D)(E)(F)(G). If a substitute security is agreed to, the prime contractor must provide 1GPA member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against 1GPA member.

Notwithstanding R7-2-1104(A), there shall be no retention for job-order-contracting construction services contracts

47. REFERENCES: For complete information on references and definitions used for specifications in the solicitation please visit websites below:

ASTM International (ASTM): www.atsm.org
Arizona Registrar of Contractors (ROC): www.azroc.gov/l_class.html
Code of Federal Regulations (CFR): www.gpoaccess.gov/cfr/index.html
International Organization for Standardization (ISO): www.iso.org
Maricopa Associations of Governments Uniform Standard Specifications for Public Works Construction: https://azmag.gov/Portals/0/Documents/MagContent/2022_MAG_Uniform_Standard_Specifications_for_Public_Works_Construction_SPECS_FINAL.pdf
Occupational Safety and Health Administration (OSHA): www.osha.gov

SCOPE OF WORK

1. PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish contracts with responsive/responsible contractors that provide asphalt products and services to be utilized by 1GPA Members nationally on an as-needed basis.

1GPA reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the best interest of the Members of 1GPA.

2. BACKGROUND

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Pinal County Education Service Agency's (PCESA) Mary C. O' Brien Accommodation District (MCOB) acts as a Lead Agency for 1GPA. PCESA provides programs and services for approximately 45,000 students within 21 public school districts, in addition to the growing number of private and charter schools within Pinal County. Also served by PCESA is a large Indian community including parts of the Tohono O' odham Nation (Papago & Pima Indians), the San Carlos Apache Indian Reservation, and Gila River Indian Community, along with the entirety of the Ak-Chin Indian Community Pinal County was founded in 1875 and is located in the central part of Arizona between Maricopa County (Phoenix) on the north and west sides, Gila County also on the north, Pima County (Tucson) on the south and Graham County on the East. It covers an area of 5,374 square miles. The estimated population in 2017 was 430,200 and growing. The county seat is located in Florence, AZ as is the Pinal County School Superintendent's office.

1GPA currently holds contract 17-16P Asphalt Products and Services with three (3) vendors. The contract is in the fifth and final year, expiring June 28, 2022 at which time this contract will become effective.

3. REFERENCE SPECIFICATIONS: Products and services provided under this contract shall comply with all applicable state, local and federal laws, statutes, ordinances and codes including the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (https://azmag.gov/Portals/0/Documents/MagContent/2022_MAG_Uniform_Standard_Specifications_for_Public_Works_Construction_SPECS_FINAL.pdf) and be in accordance with the standards and specifications set forth by the American National Standards Institutes (ANSI – https://www.ansi.org) and the American Society for Testing Materials (ASTM – https://www.astm.org).

4. SCOPE OF WORK

The scope of work for this solicitation includes an extensive and comprehensive array of asphalt products and services as outlined herein. This is NOT an "All or Nothing" bid. Bidders are encouraged to submit bids on single or multiple categories and/or for single or multiple regions. The categories listed represent the products and services needed, however this is not intended to be a comprehensive list. The contract will include any related products and services:

4.1. ***Existing Asphalt Repair and Maintenance*** may include, but is not limited to:

- surface patches
- crack sealants
- hot rubber crack fills
- pavement

- full depth surface patching
- slurry
- Cationic Type II slurry seals
- emulsion seal coats
- polymer modified master sealant
- fog sealant
- tire rubber modified sealant

4.2. ***New Asphalt*** may include but is not limited to:

- new parking areas
- driveways
- sidewalks
- playground walkways
- golf cart and bicycle paths

4.3. ***Related Products and Services*** may include but are not limited to:

- speed bumps
- speed humps
- fabric underlays
- saw cutting
- striping
- milling
- pulverizing
- lime soil stabilization
- site grading
- manhole adjustment
- water/sewage cover adjustments
- survey monuments
- safety bollards
- concrete extruded curbs (with or without rebar)
- wheel stops
- gutters
- ramps (handicap)
- flatwork
- construction surveys
- traffic controls and barricades
- preventative maintenance
- other similar asphaltic related services

4.4. ***Installation, Repairs, Maintenance and Removal Services***

4.4.1. Contractor shall have the licenses, tools, equipment, materials, and technical ability to provide services.

4.4.2. The Contractor shall provide all labor, supervision, transportation, equipment (including personal protection equipment), tools, and all effort necessary to install, repair, maintain and remove various forms of asphalt and related materials. Planning, administration and management services necessary to complete the work performed under this contract are also included.

4.4.3. The Contractor shall protect existing structures to prevent damage and shall restore damaged structures to their original state. Trees and existing vegetation shall be protected against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic or parking of vehicles within a drip line.

4.4.4. Any worked performed under this contract shall be compliant with manufacturer recommendations as to not void any applicable warranties.

4.4.5. Where there is work that will interfere with the normal flow of traffic, the Contractor shall submit to the Member and any applicable jurisdictions for approval a plan for the maintenance of traffic through the construction area. This plan should show the type of warning signs, barricades, traffic cones, etc., and their placement and where flagmen, if necessary, will be stationed. The Contractor shall not begin any work which will interfere with any traffic until the plans are approved by the appropriate parties.

4.4.6. Contractor shall remove small trees, shrubs, grass and other vegetation, improvements or obstructions as indicated in the Scope of Work for the specific project if applicable. Removal includes digging out and off-site disposing of stumps and roots.

4.4.7. Contractor shall remove from Member's property and legally dispose of all waste materials removed during the construction of the project. Contractor shall not dump or put any waste into dry wells, dumpsters or landscape areas at any time.

4.4.8. Prior to starting any work, Contractor shall notify the Member of any specification that conflicts with applicable rules, regulations, statutes, ordinances, codes, and standards, and offer an alternate solution. Contractor shall obtain approval from the Member prior to using any alternate specifications for any work to be performed under the contract.

4.4.9. All work shall be accomplished in a manner to match adjacent existing work in the same area where practicable. Contractor will not alter Member's existing facilities without prior approval from Member.

4.4.10. Upon request from Member, Contractor shall obtain permits required for a job. Member shall reimburse Contractor for actual cost of such permits. No amount for overhead and profit will be allowed for permits.

4.5. ***Change Orders:*** All change orders shall be approved by the Member in writing prior to the start of work. Contractor shall keep a record at jobsite of all changes and corrections to the layouts shown in the drawings and record all changes and corrections on record drawings. Each sheet of the corrected set shall be stamped with "Record Drawings As-Built," or similar notation. Record Drawings shall include the actual location of all sub surface utility lines, and any overhead obstructions, as applicable.

4.6. ***Quality:*** all work performed by the Contractor shall be subject to inspection and approval by the requesting Member. Standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with specifications and/or recommendations of the manufacturer of the product to be applied.

4.7. ***Safety:*** Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to the following:

- All employees on the worksite and all other persons who may be affected thereby.

- All the work, materials, and equipment to be incorporated therein.
- Other properties at the site of, adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall provide and place barricades, tarps, plastic, flag tape and other safety/traffic equipment required to protect its employees, the public, surrounding areas, equipment and vehicles.

Safety Data Sheet (SDS) forms required for compliance with OSHA safety and health standards shall be supplied by the Contractor. This includes products containing asphalt, artificial asphalt, asphalt rock or bituminous rock, amesite, catalyzed asphalt, petroleum asphalt, petroleum pitch, coal tar pitch and all paints used for striping and making, whether oil or acrylic base and cement. This information shall be supplied by the manufacturer and made available to Member if requested.

5. SCHEDULING REQUIREMENTS

5.1. Contractor shall coordinate all service schedules with the Member.

5.2. Contractor shall be prepared with well-maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements.

5.3. Labor rates bid shall include all direct labor, supervision, overhead, tools, and common expendables. Labor rates shall be divided into the following categories:

5.3.1. **Regular Service**: work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding holidays.

5.3.2. **After Hours**: work performed after 6:00 PM and before 6:00 AM the next morning.

5.3.3. **Weekends & Holidays**: work performed Saturday, Sunday, or during a holiday.

6. ORDERING AND JOB COMPLETION PROCESS

6.1. **Request for Service:** The 1GPA Member will notify the Contractor of the need for asphalt related services. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes.

6.2. **Site Visit:** Dependent upon the complexity/nature of the project, a site visit may be held by the Member to allow the contractor(s) to inspect and observe important issues regarding the project to ensure accurate cost estimates.

6.3. **Project Quotations:** After a site review of the project, Contractor shall submit the project quote to the Member within the specified time frame. Quotes should be easily verifiable against the contract pricing and include the 1GPA contract number.

1GPA Members may use this contract and select awarded contractors based on their own best practices. The Member's selection process may include scope of work, overall price of the project, project time restrictions, and other practices determined by the Member.

6.4. **Purchase Order:** The Member shall issue a purchase order upon approval of the quotation and prior to the commencement of any work. The purchase order should reference the 1GPA contract number. **No work shall commence until a purchase order is issued by the requesting Member.**

6.5. **Delivery and Installation:** Contractor will notify the Member when material has been received and provide a proposed project completion date. Installation shall start within seven (7) working days after material is received unless otherwise agreed upon by the Member and the Contractor. Materials shall be delivered to the worksite in new, dry, unopened and well-marked containers showing the product and Contractor's name. Damaged or unlabeled materials may be rejected by the Member. Materials will be delivered in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the designated Member's representative. Damaged or rejected materials shall be immediately removed from the work area unless otherwise approved by the Member.

6.6. **Preconstruction Meeting:** When requested by the Member, the Contractor will arrange a meeting at the site with the supervisor and the Member to review site conditions, security procedures, work responsibilities, loading and unloading restrictions, etc.

6.7. **Final Cleanup:** Final cleanup shall include replacing any materials disturbed as a result of erecting or removing barricades, removal and proper disposal of all debris generated, and repair of defaced or disfigured finishes caused by work performed including any concrete structures where asphalt products have been splashed.

6.8. **Final Inspection:** Each job will have a final inspection by the Member and/or governing authorities prior to final payment. Deficiencies shall be corrected within three (3) business days unless otherwise agreed upon between the Member and the Contractor.

6.9. **Invoicing:** After completion of services, the Contractor shall submit a detailed invoice to the Member. The invoice should be easily verifiable against the contract pricing schedule and shall include the Member's purchase order number, the 1GPA contract number and the job location.

6.10. **Payment After Job Completion:** Payment shall not be provided until inspection is completed and an approval signature is provided by the authorized Member representative. In case of non-satisfactory completion of any individual project, the Member reserves the right to withhold payment as permissible by law.

6.11. **Progress Payments:** Members may make progress payments under the following conditions:

6.11.1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order

6.11.2. Purchase order describes the amounts or percentages and the dates or frequency of payments

6.11.3. Payments are made in full compliance with Member's local governing entity rules

7. OTHER

Other supplementary products and services associated with asphalt products and services offered but not specifically listed herein.

SUBMITTAL REQUIREMENTS

1. ELECTRONIC SUBMITTAL - REQUIRED:

An electronic submission is required. The electronic submission is to be uploaded online through OpenGov Procurement. Submittal instructions for OpenGov Procurement are found on the last page of this document under Exhibit A.

Bids will be time stamped when received by OpenGov Procurement. Bids will be accepted up to but no later than the time indicated in this Solicitation or as amended in writing by 1GPA. Bids will not be received or considered after the time stated in this Solicitation (or as amended). Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least ONE (1) day before Bid Due Date and Time to begin the uploading process and to finalize your submission.

2. BID FORMAT AND SUBMISSION REQUIREMENTS THROUGH OPENGOV PROCUREMENT:

Each bid should be submitted on the forms and in the format specified. 1GPA will not provide any reimbursement for the cost of developing or presenting bids in response to this Solicitation. Complete each section on the OpenGov Procurement platform for this project. Items marked with an asterisk require a response to submit your bid. Failure to include the requested information may have a negative impact on the evaluation of the bid.

3. PRICING TABLE:

Complete the pricing tables in OpenGov Procurement for this project. **You must enter a minimum discount, maximum cost, or No Bid for each line item as indicated on every table.** Additional pricing information may be uploaded under item 6. “Cost” of the Vendor Submission section of this project on the OpenGov Procurement online portal.

Any reference to a manufacturer is not intended to limit or restrict a bid by any vendor but is only enumerated in order to advise potential bidders of the requirements of 1GPA. Any like manufacturers/items will be considered.

4. AMENDMENT ACKNOWLEDGEMENT:

Solicitation amendments shall be acknowledged through the OpenGov Procurement portal during bid submission. If an amendment is issued after your bid has been submitted to the portal, you must log back in, unsubmit your bid, acknowledge the new amendment and resubmit the bid. Click the “?” in the top right corner of the home screen to access the OpenGov Procurement Help Center or use the chat feature in the lower right-hand corner to ask for assistance from OpenGov Procurement.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of_____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto 1Government Procurement Alliance (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

Witness our hands this _____ day of _____ 20 _____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____ , a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____ , (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____, for the material, service or construction

described as _____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, convenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, convenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

Witness our hands this _____ day of _____ 20 _____

_____

Principal Seal

BY _____

_____

Surety Seal

BY _____

_____

Agency of Record

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of the State

Of _____ , with its principal office in the City of

_____, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the Name of the 1GPA Member goes here. (hereinafter called the Obligee) in

the amount of _____ (Dollars) ($_____) , for the payment

whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____

day of _____ 20_____,to construct and complete a certain

work described as_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

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

Witness our hands this _____day of _____, 20_____

_____
Principal Seal

BY _____

_____
Surety Seal

BY _____

_____
Agency of Record

EXHIBIT A

OPENGOV PROCUREMENT SUBMISSION INSTRUCTIONS

Please contact OpenGov Procurement at http://help.procurenow.com/en/collections/1392366-vendor-guides for technical questions related to your submission.

Please follow these instructions to submit via the OpenGov Procurement public portal.

1. **Create a OpenGov Procurement Account:**

   - Register to access solicitation documents and upload responses at **https://secure.procurenow.com/portal/1GPA** by selecting Subscribe to create an account. Detailed instructions may be found at http://help.procurenow.com/en/articles/2482165-vendor-registration

   - Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at **https://secure.procurenow.com/portal/1GPA.**

2. **Prepare your submission materials:**

   - **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. **Upload your submission at: https://secure.procurenow.com/portal/1GPA**

   - Your submission must be uploaded, submitted, and finalized prior to the Closing Time of

   APRIL 21, 2022 11:00 AM ARIZONA TIME OR AS AMENDED

   - We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

4. **Important Notes:**

   - Each item of Requested Information/Document will only be visible after the Closing Time.

   - Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

   - You will receive an email confirmation with a date/time stamp once you finalize your submission.

   - Minimum system requirements: OpenGov Procurement is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Android and IOS devices.

1Government Procurement Alliance

Board Recommendation for Contract Award

DATE: May 25, 2022

TO: Pinal County ESA

FROM: 1GPA
Christy Knorr
Vice President

RE: Asphalt Products and Services
IFB 22-15P

It is the recommendation of 1GPA that the above referenced IFB for Asphalt Products and Services be awarded to the firms determined to have submitted the lowest responsible and responsive bids as indicated below:

Awarded Firms

Cactus Asphalt
Copper State Pavement Inc.
Roadrunner Paving & Asphalt Maintenance LLC
Sunland Asphalt & Construction LLC
Weems Asphalt LLC

The purpose of this Invitation for Bid (IFB) is to establish long-term contracts with qualified firms that provide asphalt products and services to products, installation, repair, maintenance and replacement on an as needed basis to 1GPA Members.

The Bid Opening for this solicitation was held on April 25, 2022 virtually via Vast Conference. Six (6) bids were received and reviewed by 1GPA.

It is determined a single award is not advantageous to 1GPA's Members. The solicitation authorized multiple awards to meet the needs of 1GPA's various types of members and locations in Arizona and other states. Award is recommended to the least number of lowest responsible, responsive bidders whose bids conform in all material respects to the requirements and evaluation criteria set forth in the IFB. The recommended firms offer a variety of asphalt products and services.

This is a multi-year contract beginning from date of award for one year. The contract may be extended up to a maximum of four (4) additional years on a year-to-year basis. Annual renewals would be based

solely on the determination of 1GPA as to the performance, costs and general quality of the services provided by the successful vendors selected.

Christy Knorr

Christy Knorr,
Vice President 1Government
Procurement Alliance (1GPA)

APPROVED:

Jill M. Broussard

Jill Broussard, Superintendent
Mary C. O'Brien Accommodation
School/Pinal County ESA

NATIONAL PURCHASING COOPERATIVE

Pinal County School Office
EDUCATION SERVICES

Contract Extension/Amendment

5/14/2025

Weems Asphalt LLC
535 N 51st Ave Suite 200
Phoenix, Arizona, 85043
Attn: Craig Weems

Re: Extension Agreement for Asphalt Products and Services, Contract # 22-15P-05-E3

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 06/28/2026. This is the fourth year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
☒ Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

☒ No contract pricing updates. Current price on file is accurate.

☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.

☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*

☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
Printed Name: Craig Weems	
Title: President	Date: 5/14/2025

Approvals/Authorized Signatures:
1GPA and Mary C. O'Brien Accommodation School District/Pinal County ESA have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr

Christy Knorr, President
1GPA

06/03/2025

Jill Broussard

Jill Broussard, Pinal County Superintendent
Mary C. O'Brien Accommodation School District/Pinal County ESA

06/03/2025

602.560.3535
5009 EAST WASHINGTON STREET SUITE 200
PHOENIX, ARIZONA 85034
WEEMSASPHALT AZ ROC #324338 | AZ ROC #324339

WE DRIVE ON
OUR REPUTATION.
WEEMSASPHALT.COM

To:	City of El Mirage	**Contact:**	Bryce Christo
Address:	10000 N. El Mirage Road El Mirage, AZ 85335	**Phone:** **Fax:**	623.876.2973
Project Name:	A Street Speed Cushions	**Bid Number:**	2025-1186
Project Location:	A Street & Thunderbird Rd, El Mirage, AZ	**Bid Date:**	6/23/2025

BID INCLUDES TAX & BOND

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1GPA - 30	**Mobilization - Asphalt Milling:**	2.00	LS	$1,300.00	$2,600.00
1GPA - 31	**Asphalt Milling (Per Inch Deep):**	96.00	SY	$1.35	$129.60
1GPA - 84	**Mobilization - Demo/Haul:**	1.00	LS	$3,000.00	$3,000.00
1GPA - 88	**Dump Fees - Non-Concrete:**	3.00	CY	$35.00	$105.00
1GPA - 243	**Sweeping:**	8.00	HR	$155.00	$1,240.00
1GPA - 82	**Mobilization - Fog or Tack Seal:**	2.00	LS	$600.00	$1,200.00
1GPA - 83	**Fog Seal or Tack Seal:**	864.00	SF	$0.06	$51.84
1GPA - 17	**Mobilization - Asphalt Speed Humps & Tables:**	2.00	LS	$850.00	$1,700.00
1GPA - 19	**Speed Humps (12' Wide x Street Width) at 3" Height:**	864.00	SF	$10.00	$8,640.00
1GPA - 134	**Mobilization - Acrylic Striping:**	1.00	LS	$600.00	$600.00
1GPA - 140	**New Layout: Acrylic 4" Wide:**	20.00	LF	$0.50	$10.00
1GPA - 143	**New Layout: Acrylic 12" Wide:**	90.00	LF	$0.70	$63.00
1GPA - 135	**Mobilization - Thermoplastic Striping:**	1.00	LS	$1,200.00	$1,200.00
1GPA - 144	**Thermoplastic: 4" Wide:**	20.00	LF	$1.20	$24.00
1GPA - 147	**Thermoplastic: 12" Wide:**	90.00	LF	$2.45	$220.50
1GPA - 170	**Signage W/ 2" Round Post Or U-Channel:** · Remove And Salvage 4 EA · Relocate 2 EA · Install New 2 EA	8.00	EACH	$535.00	$4,280.00
1GPA - 42	**Mobilization - Hot Rubber Crack Seal:**	1.00	LS	$650.00	$650.00
1GPA - 43	**Hot Rubber Crack Seal:**	300.00	LB	$2.50	$750.00
1GPA - 70	**Mobilization - Microseal Type II:**	1.00	LS	$4,900.00	$4,900.00
1GPA - 71	**Microseal Type II:**	87.00	SY	$6.75	$587.25
1GPA - 239	**Construction Survey - Non-Registered Surveyor, 2 Men And Equipment:**	8.00	HR	$295.00	$2,360.00
1GPA - 242	**Traffic Control:** · Message Boards, Barricades, Shadow Truck For Temp And Permanent Striping.	6.00	EADY	$2,500.00	$15,000.00
1GPA - 000	**Non-Contract Item:** · Obliterate Rumble Strips	1.00	LS	$3,500.00	$3,500.00

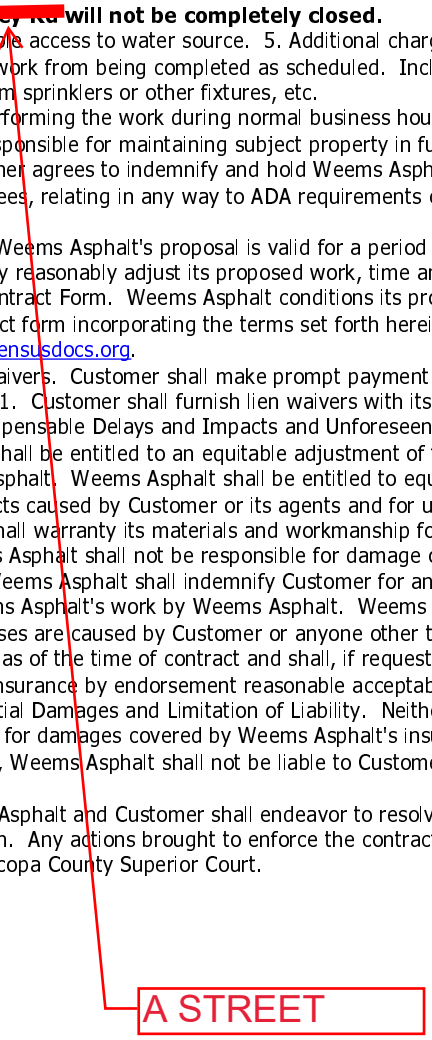
Total Bid Price: $52,811.19

Notes:

- **Due to the current volatility of petroleum based products (liquid asphalt binder) and other materials required to perform our work, this proposal is valid for 30 days from the proposal date.**

- **EXCLUSIONS (Unless Otherwise Stated):**
  Liquidated Damages,Permits, Retention of Monies, Fees, Plans, Engineering, Testing, Staking, Irrigation Repairs, Landscaping, Notifications, As-builts, Utility Adjustments, Compaction Testing, Weed Abatement, Any Pre-Existing ADA Compliance Issues, Hard Dig (Caliche), Prime Coat, Davis Bacon & Prevailing Wages, Track-out rock and devices, SWPPP, Plant Opening Fees, Loop Detectors, Removal of Petro-Mat, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Damage to utilities buried less than 18 inches below subgrade.
- **General Conditions:**
  1. To ensure the best quality and efficiency for your project, vehicles and trailers shall be coordinated and relocated by Owner prior to starting our work. If vehicles/trailers are in our work area on the scheduled date(s) work is performed, Owner will be charged $75.00 per each vehicle/trailer relocated.
  2. Work area shall be free from standing water before starting work and remain free of water until the completion of the work. This includes automatic sprinklers or any other water source on or around the property.
  3. **To ensure a safe project for all, the scope of work will consist of phasing the project with barricades and flaggers to allow for local vehicular traffic. Valley Rd will not be completely closed.**
  4. Owner shall provide reasonable access to water source. 5. Additional charges may be applied resulting from circumstances beyond the control of Weems Asphalt which prohibit work from being completed as scheduled. Including, but not limited to other Contractors performing unrelated work, vehicles in work area, water from sprinklers or other fixtures, etc.
  6. This proposal is based on performing the work during normal business hours.
  7. Customer/Owner is solely responsible for maintaining subject property in full compliance regarding Americans With Disabilities Act (ADA) Federal and State Laws. Customer/Owner agrees to indemnify and hold Weems Asphalt harmless from and against any and all liability, claims, expenses or damages, including attorneys' fees, relating in any way to ADA requirements or issues.
- **Terms & Conditions:**
  1. Proposal Valid for 30 Days. Weems Asphalt's proposal is valid for a period of 30 days from issuance. Should Customer award a contract after that period, Weems Asphalt may reasonably adjust its proposed work, time and price for Customer's acceptance.
  2. Commercially Reasonable Contract Form. Weems Asphalt conditions its proposal on the Customer's agreement to a mutually acceptable and commercially reasonable contract form incorporating the terms set forth herein. Commercially reasonable contract forms include those published by ConsensusDocs, see www.consensusdocs.org.
  3. Prompt Payment and Lien Waivers. Customer shall make prompt payment of the contract price to Weems Asphalt in accordance with the requirements of ARS 32-1129.01. Customer shall furnish lien waivers with its applications for payment in accordance with ARS 33-1008(D).
  4. Relief for Excusable and Compensable Delays and Impacts and Unforeseen Conditions. Weems Asphalt shall not be responsible for damages to Customer and Weems Asphalt shall be entitled to an equitable adjustment of the contract time resulting from delays and impacts not within the reasonable control of Weems Asphalt. Weems Asphalt shall be entitled to equitable adjustments in the contract time and the contract price resulting from delays and impacts caused by Customer or its agents and for unforeseen conditions.
  5. Warranty. Weems Asphalt shall warranty its materials and workmanship for a period of one (1) year from the date of substantial completion of Weems Asphalt's work. Weems Asphalt shall not be responsible for damage or defects in its completed work caused by Customer or others.
  6. Indemnity and Insurance. Weems Asphalt shall indemnify Customer for any third-party claims, damages or expenses to the extent caused by the negligent performance of Weems Asphalt's work by Weems Asphalt. Weems Asphalt shall have no obligation to indemnify Customer to the extent such claims, damages or expenses are caused by Customer or anyone other than Weems Asphalt. Weems Asphalt shall furnish Customer with its Certificate of Insurance current as of the time of contract and shall, if requested by Customer, name Customer as an additional insured of its policy of commercial general liability insurance by endorsement reasonable acceptable to Weems Asphalt and its insurer.
  7. Mutual Waiver of Consequential Damages and Limitation of Liability. Neither Weems Asphalt nor Customer shall be liable to the other for any consequential damages. Except for damages covered by Weems Asphalt's insurance or within the scope of Weems Asphalt's obligations of indemnity for third-party claims, Weems Asphalt shall not be liable to Customer for damages, expenses or fees in excess of the contract price actually paid by Customer.
  8. Dispute Resolution. Weems Asphalt and Customer shall endeavor to resolve any claims and disputes between them through negotiation or privately administered mediation. Any actions brought to enforce the contract and/or claims arising from the contract or the work of Customer's Project shall be brought in Maricopa County Superior Court.

Payment Terms:
NET 15 DAYS



ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**Weems Asphalt**
Buyer: Bryce Christo	
Signature: Bryce Christo	**Authorized Signature:**
Date of Acceptance: 08-18-25	**Estimator:** Ray Cauiola (602) 502-2376 rayc@weemsasphalt.com

Neighborhood Traffic Calming Program (NTCP)

Overview

Request Owner	Jorge Gastelum, Community Development Director
Department	Highways and Streets
Request Groups	CIP
Type	Capital Improvement
Project Number	62115

Description

In response to continued concerns about traffic speed in neighborhoods, this program will define the Goals, Objectives and Policies for the NTCP and shall serve as the adopted guidelines to follow for neighborhood participation. The NTCP will work in cooperation with neighborhoods to promote the preservation of the residential character of El Mirage neighborhoods and to help improve the overall quality of life. The NTCP is designed to address traffic speed concerns in residential areas of the City that may have a negative influence on the health, safety, and welfare of El Mirage citizens. Originally, this request was $100,000 in FY2021 and $100,000 in FY2022. There was $100,000 in FY2021 and the request was modified to $40,000 in each year from FY2022, FY2024 and FY2026.

A total of thirteen requests have been received, with $78,694 spent since the beginning of the program. After studies were conducted at those locations, nine locations were not warranted with the other four warranted. See attached NTCP Summary.

The 2021 National Community Survey found that 69% of El Mirage residents rate their neighborhoods as a favorable place to live, 54% rate the overall design or layout of residential areas positively, 49% consider their neighborhoods well-designed, and 73% feel it is important to focus on the overall design or layout of residential and commercial areas in the next two years.

Modified: Added FY2028 amount.

Images



Proposed Speed Cushions

Details

Division	Development Services - Engineering
Type of Project	Other
Strategic Priority	Quality Lifestyle
Grant Funding	No
Bond Eligible	No
Project Status	Unmodified

Supplemental Attachments

NTCP Summary(/resource/cleargov-prod/projects/documents/29e23a97637973c6e9b4.pdf)

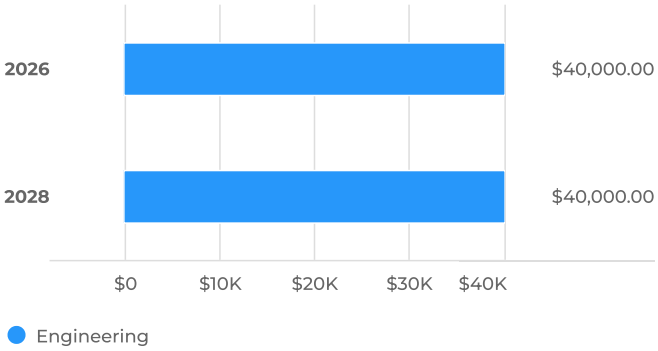
Policy for Speed Cushion Installation(/resource/cleargov-prod/projects/documents/46c6116a6fed4a633234.pdf)

Capital Cost

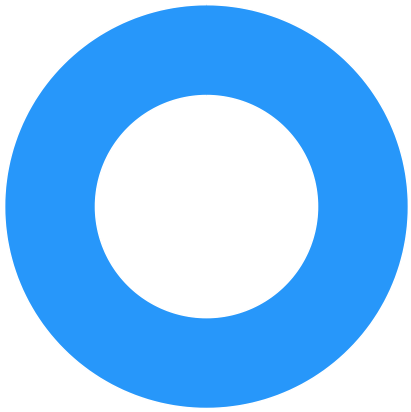
Total Budget (all years)
$80K

Project Total
$80K

Capital Cost by Year



Capital Cost for Budgeted Years



Engineering (100%)	$80,000.00
TOTAL	**$80,000.00**

Capital Cost Breakdown

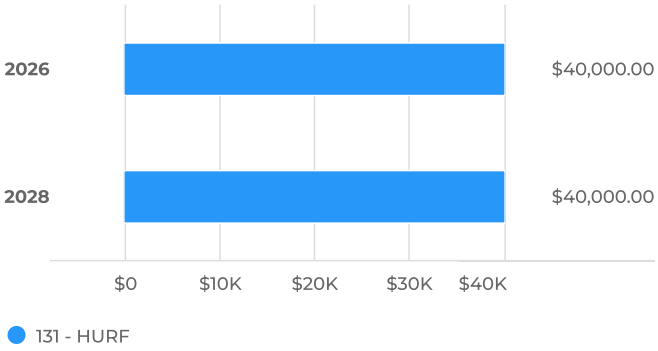
Capital Cost	FY2026	FY2028	Total
Engineering	$40,000	$40,000	$80,000
Total	**$40,000**	**$40,000**	**$80,000**

Funding Sources

Total Budget (all years)
$80K

Project Total
$80K

Funding Sources by Year



Funding Sources for Budgeted Years



131 - HURF (100%)	$80,000.00
TOTAL	**$80,000.00**

Funding Sources Breakdown

Funding Sources	FY2026	FY2028	Total
131 - HURF	$40,000	$40,000	$80,000
Total	**$40,000**	**$40,000**	**$80,000**

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to authorize amendment to purchase order 25190 in an amount of $12,173.90 to complete the Alto well site rehabilitation project previously approved on March 18, 2025. (Public Works)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Nick Russo, Public Works Director	**DEPARTMENT:** Public Works

BACKGROUND:

Describe the benefit to the organization and/or community. This item benefits the community by restoring the Alto well site to full operation. The site is vital for providing the community with water for public consumption, commercial, and public safety.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's priority of infrastructure improvement and maintenance.

Describe the timing considerations for approval of this item. This item is necessary to return a City well site to full operation, ensuring continued access to this vital community resource.

Describe any anticipated impact this item might have on residents, businesses, or operations. The item helps ensure that residents and water system users have a reliable and safe water system.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. N/A

Project history and need for amendment. The Alto Well site rehabilitation project was approved by the City Council on March 18, 2025, as Capital Improvement Project 62065. Shortly thereafter, rehabilitation began. The project scope included removing equipment (pumps, piping, electrical components), cleaning and rehabilitating the well casing, transporting equipment to the contractor’s facility, rehabilitating or replacing pump and motor components, transporting equipment back to the site, and reinstalling the equipment.

During the project, the contractor discovered three sections of the well that required patching to prevent column failure. This was approved, and the associated costs were added to the purchase order. Before project completion, a video evaluation determined that additional brushing and bailing of the well was

necessary to remove interior calcification and obstructions. This work is required to improve productivity and extend the well's lifespan.

The additional brushing and bailing will cost $12,173.90 above the current purchase order amount. Authorization is requested to increase the purchase order, so the project can be completed.

RECOMMENDATION:

Authorize amendment to purchase order 25190 in an amount of $12,173.90 to complete the Alto well site rehabilitation project previously approved on March 18, 2025.

PREVIOUS RELATED COUNCIL ACTION:

3/18/25 Regular City Council Meeting - Item 4.3

PROPOSED MOTION:

I move to amend purchase order 25190 as presented.

BUDGETED: Yes
CIP: Yes **CIP/Activity:** 62065
MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED:	$12,173.90
FISCAL YEAR:	FY26
ACCOUNT NUMBER:	511-5-7115-656
ACCOUNT NAME:	Water Fund - Buildings and Improvements

ATTACHMENTS

031825 Item 4.3
Purchase Order 25190
PO 25190 Expenditure Summary
Alto Well Project Map and Photos

AGENDA ITEM 4. 3.

City of EL MIRAGE Arizona

GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 03/03/2025	**TYPE OF ACTION:** Purchase	**SUBJECT:** Consideration and action to approve a purchase of goods and services from Empire Pump Corporation in an amount not to exceed $138,950.65 for the rehabilitation of well site equipment as part of Capital Improvement Project 62065 and authorize the finance department to make any necessary transfers. (Public Works)
DATE ACTION REQUESTED: 03/18/2025		
AGENDA SECTION: Consent		

TO: Mayor and Council
FROM: Nick Russo, Public Works Director

RECOMMENDATION:

Approve a purchase of goods and services from Empire Pump Corporation in an amount not to exceed $138,950.65 for the rehabilitation of well site equipment as part of Capital Improvement Project 62065 and authorize the finance department to make any necessary transfers.

PROPOSED MOTION:

I move to approve the purchase from Empire Pump Corporation as presented.

BACKGROUND:

City of El Mirage Capital Project 62065 provides for the rehabilitation and/or replacement of critical equipment at the City's well sites. This project ensures that the City's well sites remain in operable condition in order to provide water to the City. Public Works has identified the Alto Well for this project for rehabilitation of assets. The scope of work covers the removal of equipment (pumps, piping, electrical components), cleaning and rehabilitation of the well casing, transportation to the selected contractor's facility, rehabilitation or replacement of pump and motor components, transportation back to the well site, and re-installation of the equipment. The total cost for this project is $138,950.65. The recommended vendor for the project is Empire Pump Corporation. Pricing and terms for the project have been secured through cooperative use of the City of Goodyear contract 5492D-A4-20.

How does this item benefit the City? This item benefits the City by ensuring the reliability of its water system through planned maintenance and replacement of critical assets.

How does the item impact residents? There will be no interruption in water service for this project due to water system redundancy. The long-term impact of this project is a consistent and reliable source of water for residents.

Statutory requirements or Code provisions involved. N/A

Why is this item critical or time-sensitive? This item is critical to City operations and residents' quality of life in that it ensures the City is provided with a stable, long-term, source of water for all City customers.

Account Name: Water Operations - Building/Data Infrastructure Improvements.

BUDGETED: Yes
SUFFICIENT FUNDS: Yes
CIP: Yes
CIP/Activity #: 62065
MULTI-YEAR: No

Fiscal Impact

AMOUNT REQUESTED: $138,950.65
FISCAL YEAR: FY25
ACCOUNT TO BE CHARGED: 511-5-7115-656

Attachments

Alto Well Rehab_Quote
Alto Well Rehab_CIP
Alto Well Rehab_Goodyear Coop Contract
Alto Well Rehab_Layout

PURCHASE ORDER

PROJECT ACTIVITY #
62065

CITY OF EL MIRAGE
10000 N EL MIRAGE RD
EL MIRAGE AZ 85335
PHONE: 623-876-2953 FAX: (623) 687-9487
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 86-6000767

THIS ORDER NUMBER MUST APPEAR ON YOUR INVOICE # 25190

PAYMENT WILL NOT BE ISSUED UNTIL CITY VENDOR REGISTRATION REQUIREMENTS HAVE BEEN MET. IF YOU HAVE NOT COMPLETED VENDOR REGISTRATION FORMS, CALL 623-876-2995 FOR VENDOR REGISTRATION INFORMATION.

ISSUED TO: 866360

EMPIRE PUMP CORPORATION
2849 S 49TH AVE
PHOENIX AZ 85043

Ship To: PUBLIC WORKS
10355 N 121 ST AVE
EL MIRAGE AZ 85335
USA

SHIPPING: FOB DESTINATION

Purchase Order Date: 03/27/2025

REQ #	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	GL ACCOUNT
1061	1.00	Brush and bail well, well jetting, replace current v	138,950.65	138,950.65	511-5-7115-656
	1.00	REQUEST AMEND PO#25190 FOR ADDITIONA	26,500.00	26,500.00	511-5-7115-656

Purchase Order - Running Balance					
Invoice Date	Invoice Number	Invoice Total	P.O. Balance	Initials	Date

TOTAL 165,450.65

Notes:

Issuance of Purchase Order certifies that the amount shown above is required to meet a contract, agreement, obligation or expense of the City, and has been lawfully appropriated, authorized by fulfillment of procurement requirements, or lawfully directed for such purpose, and is free of any prior obligation, or obligation now outstanding.

Terms of Purchase are net 30 days.

CIP 62065

Water Production Facility Rehabilitation Program

Alto Well Site 2025 - Summary

Purchase Order 25190 Total	$165,450.65
Paid invoice 21096-1	($17,308.70)
Invoice 21096-2	($160,315.85)
Amount requested to complete project	**($12,173.90)**

Empire Pump Corporation

2849 S 49th Ave
Phoenix, AZ 85043

Voice: 602-254-6154
Fax: 602-254-2261

INVOICE

Invoice #: **21096-1**
Invoice Date: Jun 3, 2025

Bill To:	Job site:
City of El Mirage 10355 N 121st Ave El Mirage, AZ 85335	Alto Well submersible option with rehab

Customer ID	Customer PO	Payment Terms	
ELM500	25190	Net Due	
Sales Rep ID	**Quote Number**	**Ship Date**	**Due Date**
MM	ELM500-021225MM		6/3/25

Qty	Unit	Description	Unit Price	Amount
	HOURS	MOB TO SITE WITH PUMP RIG, CRANE TRUCK, SERVICE TRUCK AND 3 MAN CREW. PULL PUMP FROM 500', TAKE DISCHARGE HEAD, MOTOR AND PUMP BOWL TO SHOP FOR INSPECTION. DEMOB TO SHOP.		
	HOURS	BRUSH WELL FOR 30 HOURS, THEN BAIL WELL FOR 4 HOURS		
1.00	LS	WELL JETTING FROM 500' TO 840'	17,308.70	17,308.70
	HOURS	LOAD MATERIALS, HAUL TO SITE, STAGE FOR INSTALLATION OF PUMP TO 480'. INSTALL MOTOR, WIRE UP, CHECK FOR ROTATION, SET LATERAL, STARTUP AND TEST		
	EACH	8" X 20' T & C TAPER COLUMN PIPE		
	EACH	HITACHI 150HP 460V, 3600RPM, 3P SUBMERSIBLE MOTOR		
	EACH	GABRIEL HW9AHC 3 STAGE SUBMERSIBLE BOWL ASSEMBLY DESINED FOR 1,000GPM @ 460' TDH		
	FT	SUBMERSIBLE PUMP CABLE		
	EACH	SPLICE KIT, INSTALLED		
	LS	BANDING AND BUCKLES		
	FT	1 1/4" SCHEDULE 40 SOUNDING TUBE, INSTALLED WITH TWO CAPS		
	EACH	8" FABRICATED SUBMERSIBLE DISCHARGE HEAD		
	LS	ESTIMATED COST FOR ELECTRICIAN TO CHANGE THE SETTINGS IN THE CUSTOMERS 250HP SOFT STARTER		
	EACH	8" FLOMATIC CHECK VALVES		
	FS	FUEL SURCHARGE	10.00	
		**********		
		THIS INVOICE IS FOR WELL JETTING ONLY. ALL OTHER CHARGES WILL BE BILLED AFTER INSTALLATION.		

PRINT NAME Kyle Huttenhow
INT KH DATE 6/3/25
PURPOSE / USE Alto Well Rehab
ACCT CODE 511-5-7115-656

Total Invoice Amount	17,308.70
Payment/Credit Applied	
TOTAL	**17,308.70**

Check/Credit Memo No:

PO# 25190
Activity# 62065

Empire Pump Corporation

2849 S 49th Ave
Phoenix, AZ 85043

Voice: 602-254-6154
Fax: 602-254-2261

INVOICE

Invoice #: **21096-2**

Invoice Date: Jun 16, 2025

Bill To:	Job site:
City of El Mirage 10355 N 121st Ave El Mirage, AZ 85335	Alto Well submersible option with rehab

Customer ID	Customer PO	Payment Terms	
ELM500	25190	Net Due	
Sales Rep ID	**Quote Number**	**Ship Date**	**Due Date**
MM			6/16/25

Qty	Unit	Description	Unit Price	Amount
16.00	HOURS	MOB TO SITE WITH PUMP RIG, CRANE TRUCK, SERVICE TRUCK AND 3 MAN CREW. PULL PUMP FROM 500', TAKE DISCHARGE HEAD, MOTOR AND PUMP BOWL TO SHOP FOR INSPECTION. DEMOB TO SHOP.	310.00	4,960.00
6.50	HOURS	BAIL WELL BEFORE SWABBING AFTER WELL JETTING	310.00	2,015.00
60.00	HOURS	SWABBING, THEN BAILING	310.00	18,600.00
1.00	LS	WELL JETTING FROM 500' TO 840'	17,308.70	17,308.70
1.00	EACH	THREE WELL PATCHES INSTALLED	28,323.20	28,323.20
20.00	HOURS	LOAD MATERIALS, HAUL TO SITE, STAGE FOR INSTALLATION OF PUMP TO 480'. INSTALL MOTOR, WIRE UP, CHECK FOR ROTATION, SET LATERAL, STARTUP AND TEST	310.00	6,200.00
25.00	EACH	8" X 20' T & C TAPER COLUMN PIPE	893.60	22,340.00
1.00	EACH	HITACHI 150HP 460V, 3600RPM, 3P SUBMERSIBLE MOTOR	28,625.40	28,625.40
1.00	EACH	GABRIEL HW9AHC 3 STAGE SUBMERSIBLE BOWL ASSEMBLY DESINED FOR 1,000GPM @ 460' TDH	8,330.15	8,330.15
520.00	FT	SUBMERSIBLE PUMP CABLE	57.55	29,926.00
1.00	EACH	SPLICE KIT, INSTALLED	454.40	454.40
1.00	LS	BANDING AND BUCKLES	800.00	800.00
500.00	FT	1 1/4" SCHEDULE 40 SOUNDING TUBE, INSTALLED WITH TWO CAPS	1.75	876.00
1.00	EACH	8" FABRICATED SUBMERSIBLE DISCHARGE HEAD	2,500.00	2,500.00
1.00	LS	ELECTRICIAN TO CHANGE THE SETTINGS IN THE CUSTOMERS 250HP SOFT STARTER	500.00	500.00
2.00	EACH	8" FLOMATIC CHECK VALVES	2,415.75	4,831.50
1.00	FS	FUEL SURCHARGE	1,034.20	1,034.20
		**********		
1.00	EACH	LESS PAYMENT FOR INVOICE 21096-1 (WELL JETTING)	17,308.70	-17,308.70

Check/Credit Memo No:

Total Invoice Amount	160,315.85
Payment/Credit Applied	
TOTAL	**160,315.85**


El Mirage Alto Well
14402 N. Alto Street
N El Mirage Rd
N Alto St
W Well St
W Well St
W Well St
W Well St
W Well St



Alto Well Project – Column Pipe Removal

April 2025



Well Column Repair Sleeves

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to authorize the City Manager to order 1826 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of $721,270, and authorize the finance department to make any necessary transfers. (Public Works)	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Nick Russo, Public Works Director	**DEPARTMENT:** Public Works

BACKGROUND:

Describe the benefit to the organization and/or community. This item allows the City to offset its groundwater pumping by using Central Arizona Project (CAP)resources, as required by the Arizona Department of Water Resources (ADWR).

Describe how this item aligns with an operational need, city priority, or strategic goal. This item meets an operational need by satisfying the City's obligation to replenish the water it pumps and also supports the City's infrastructure area of focus as part of the City's strategic plan.

Describe the timing considerations for approval of this item. All provider water orders for FY2025-26 must be submitted to CAP by October of the current year.

Describe any anticipated impact this item might have on residents, businesses, or operations. This item allows for the purchase of water resources at a favorable rate compared to other options, such as the Central Arizona Groundwater Replenishment District CAGRD. Saving expenses on long-term water resources positively affects the stability of water utility rates for residents.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. State groundwater replenishment obligations pursuant to § 48-3771.

The city pumps approximately 5,000 AF of groundwater annually, which requires replenishment. The City’s water portfolio utilizes four types of water supply to meet the 5,000 AF replenishment demand: effluent recharge, CAP recharge, long-term storage credits, and extinguishment credits. Currently, the City has an annual allotment of 1,826 AF from CAP. CAP requires water allocations for the calendar year 2026 to be ordered by October 2025. This request is to authorize the purchase of the 2026 order of 1,826 AF from CAP in an amount not to exceed $721,270.

RECOMMENDATION:

Authorize the City Manager to order 1826 acre feet (AF) of Central Arizona Project (CAP) subcontract water, pay the associated delivery and recharge fees in the amount of, and authorize the finance department to make any necessary transfers.

PROPOSED MOTION:

I move to authorize the City Manager to order 1,826 acre-feet (AF) of Central Arizona Project (CAP) sub-contract water as presented.

BUDGETED: Yes

CIP: No **MULTI-YEAR:** No

Fiscal Impact

AMOUNT REQUESTED:	$721,270
FISCAL YEAR:	FY26
ACCOUNT NUMBER:	511-5-7115-203
ACCOUNT NAME:	Water Fund - Supplies - Water

ATTACHMENTS

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve the Intergovernmental Agreement (IGA) for the School Resource Officer (SRO) with the Dysart Unified School District (DUSD) for the 2025/2026 school year at a cost not to exceed $274,598.00 (Police). ***Councilmember Dorcey moved, seconded by Councilmember Winston, to approve Consent Agenda Items 5.2 - 5.9.*** ***Motion carried. (6/1)*** ***NAY: Councilmember Norton.***	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Consent
SUBMITTED BY: Amy Bytnar, Fiscal Services Specialist, Sr.	**DEPARTMENT:** Police

BACKGROUND:

Describe the benefit to the organization and/or community. A School Resource Officer (SRO) can provide a visible presence that deters crime and creates a safer environment for students and staff. SROs act as mentors and counselors, helping resolve issues and build positive student relationships.

Describe how this item aligns with an operational need, city priority, or strategic goal. SROs are trained to work within the educational environment, focusing on crime prevention, safety education, and emergency management. With an SRO program, El Mirage can address specific operational needs such as reducing crime rates, improving school safety, and fostering community trust. This IGA provides an amount not to exceed $274,598.00 to support one assigned El Mirage Police Officer as SRO for the High School for 10 months in the 2025/2026 school year.

Describe the timing considerations for approval of this item. Because the 2025/2026 school year has already begun, approval of the intergovernmental agreement is needed as soon as possible.

Describe any anticipated impact this item might have on residents, businesses, or operations. SROs can reduce incidents of violence and promote a favorable school climate. These benefits contribute to a safer and more supportive environment in schools, ultimately benefiting the entire community.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. The parties are authorized to enter this Agreement under Arizona Revised Statutes § 11-952. The District is authorized to enter this Agreement under A.R.S. § 15-342. The City of El Mirage is authorized to enter into this Agreement under A.R.S. § 9-240, other statutes and regulations, and the ordinances of the City of El Mirage.

RECOMMENDATION:

Approve the Intergovernmental Agreement (IGA) with the Dysart Unified School District (DUSD) for a School Resource Officer (SRO) for the 2025/2026 school year at a cost not to exceed $274,598.

PROPOSED MOTION:

I move to approve the IGA with Dysart Unified School District for the School Resource Officer for the 2025/2026 school year as presented.

BUDGETED: Yes

CIP: No **MULTI-YEAR:** No

Fiscal Impact

AMOUNT REQUESTED:	$274,598
FISCAL YEAR:	FY 26
ACCOUNT NUMBER:	149-5-2113-199
ACCOUNT NAME:	Grants Labor Distribution

ATTACHMENTS

Dysart IGA

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE DYSART UNIFIED SCHOOL DISTRICT NO. 89

OF MARICOPA COUNTY AND

THE CITY OF EL MIRAGE, ARIZONA

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

Background

A. The parties are authorized to enter into this Agreement under Arizona Revised Statutes § 11-952. The District is authorized to enter into this Agreement under A.R.S. § 15-342. The City of El Mirage is authorized to enter into this Agreement under A.R.S. § 9-240, as well as other statutes and regulations and the ordinances of the City of El Mirage.

B. The purpose of this Agreement is to endorse, support, and extend the existing alliance between the students, faculty, staff, and administrators of the Dysart Unified School District ("District"), individual schools and classrooms and the families they represent, with the City of El Mirage Police Department.

C. The District and the City of El Mirage desire to meet the goals and objectives of providing a safe school campus which include:

Goal 1: The school safety goals and expectations contribute to an orderly, purposeful atmosphere, which promotes the feeling of safety conducive to teaching and learning.

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

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

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

Goal 2: To provide students with safety and legal information that promotes a safe, orderly environment, and good citizenship.

D. Expectations of the partnership include:

1. Regular, open, and timely communication between all parties, to include SRO, school Principal, staff and teachers, District personnel, and Police Department supervisors.

2. Reasonable levels of accommodation for and by all parties.

3. Minimum commitment to school of one year by each SRO.

4. Availability of SRO at all times when students are on the campus unless precluded by

a. court appointment;

b. emergency within the Police Department or court system; or

c. non-school related responsibilities which prevent the SRO from providing regular SRO duties.

5. Availability of the SRO for 10 months per year.

Agreement

The District and the City of El Mirage desire to work in cooperation with each other to further the safety goals and expectations of the Dysart Unified School District High Schools and Middle Schools and select Elementary campuses. The City of El Mirage, through this Agreement, will assign one SRO to Dysart High School and provide one SRO to Dysart Middle School and either Thompson Ranch Elementary or Riverview Elementary, only if future staffing allows, within the City of El Mirage to perform the services listed herein. Therefore, in consideration of the mutual promises and undertaking contained herein, the parties agree as follows:

A. This Agreement shall be effective as of the date of approval of each party's governing board and retroactively cover a term beginning July 28, 2025 to May 29, 2026.

B. Responsibilities of the District:

Duties of the Superintendent (or designee):

1. Prepare annual Intergovernmental Agreement, based on agreed-upon purpose, expectations, and responsibilities of the District and local Police Departments.

2. Serve as primary liaison between (a) SRO supervisors and the Police Departments, and (b) the participating schools.

3. Remit payment to the City of El Mirage within thirty (30) days of receipt of invoice from the SRO Supervisor to pay the SRO salaries and benefits for a ten (10) month period.

Duties of the School Principal:

4. Support and communicate the school safety goals and expectations to all staff, students, and parents on the campus.

5. Providethe SRO, in coordination withthe El Mirage Police Department on protocol for determining which issues should be handled by school personnel and which require the involvement of the SRO.

6. Provide office space, access to telephone, fax, computer, and copier for the SRO.

7. Develop a collaborative relationship with the SRO while allowing the officer to function independently and within legal parameters.

8. Be involved in the selection process of the school's SRO,

9. Review the school's EOP and staff expectations with the SRO.

10. Monitor safety data and meet with the SRO on a regular basis.

11. Remain responsible for any school policy violations.

12. Provide input to the SRO supervisor for an annual performance evaluation.

Duties of the Classroom Teacher:

13. Support and communicate information about the school safety goals and expectations in the classroom and to students and parents.

14. Work through the building principal before involving the SRO in legal issues.

C. Responsibilities of the City of El Mirage

1. Continue to provide an SRO at Dysart High School. If staffing levels , in the sole discretion of El Mirage, allow for assignment El Mirage will also assign one SRO to Dysart Middle School and one SRO to either Thompson Ranch Elementary or Riverview Elementary, within the City of El Mirage. In the event this occurs, this IGA allows for additional reimbursement pursuant to Paragraph G. t.

Duties of the SRO:

2. SRO should serve as a law enforcement/public safety specialist to

a. Assist the school administration to control order on the campus;

b. Intervene when conduct violates the law (in the case of a student, SRO should be backup to an arrest rather than the principal officer);

c. Work with school and district administrators to ensure timely and uniform reporting of criminal activities.

3. SRO should additionally:

a. Work as a team with any SRO or Probation Officer (PO) on the same campus;

b. Document presence on campus and advise the school principal or designee directly if

I. absent from the campus for the day,

II. emergency within the Police Department or court system requires leaving the school campus during the day, or

III. non-school related responsibilities prevent regular SRO duties for any reason.

i. Attend both staff and parent/community meetings as requested;

ii. Serve on the Safety Committee.

iii. Build a positive relationship with students, parents, and school staff.

iv. Serve as a positive role model by

- setting clear limits to students about acceptable and unacceptable behaviors and the rewards of the former

- setting an example by modeling how to handle stress, resolve conflicts, be a friend, etc.

- encouraging students to take responsibility for their actions, and

- showing respect for administrators, teachers and staff

Duties of the SRO Supervisor:

4. Communicate regularly with site and district administration.

5. Submit monthly invoices to the District consistent with agreed upon expenditures for salary and benefit costs, documenting as needed by parties.

6. Participate in the development, review, and revision of the Intergovernmental Agreement.

7. Contact the school principal and district liaison if the SRO will be replaced and initiate the hiring procedure for a new officer.

8. Meet with the school Principal - if necessary to review SRO performance.

9. Review and update qualifications for SRO.

10. Provide SRO candidates to Principal and District for interviews and input regarding hiring and other placement decisions.

11. Replace SRO upon the recommendation of the Principal and District.

12. Work with the Superintendent or designee to communicate any concerns or problems on behalf of an SRO.

D. Termination

1. Either party may terminate this Agreement if funds for the program become unavailable.

2. Either party may terminate this Agreement, for convenience or cause, upon five (5) working days prior written notice to the other party.

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

F. Both parties hereto will be acting in their individual governmental capacities and not as agents, employees, or partners with each other. The employees, agents, or subcontractors of one party shall not be deemed or construed to be the employees or agents of the other party.

G. District shall pay El Mirage an amount not to exceed $274,598.00 to defray the total cost of the High School, Middle School, and Elementary School SRO's salaries and benefits for a ten (10) month period. District shall remit payment to El Mirage within thirty (30) days of receipt of invoice from the SRO Supervisor.

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

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

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

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

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

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

No Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

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

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

City:

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

Dysart Unified School District

_____ _____

John Croteau Date

Superintendent

City of El Mirage

_____ _____

Alexis A. Hermosillo Date

Mayor

INTERGOVERNMENTAL DETERMINATION

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

This ____ day of _____ , 2025 This_____ day of _____, 2025

_____ _____

Attorney for District Attorney for City of El Mirage

City of EL MIRAGE Arizona
GRAND HERITAGE. BRIGHT FUTURE!

REQUEST FOR COUNCIL ACTION

SUBJECT: Consideration and action to approve contract EM25-LSM02 for Landscape Maintenance Services for City facilities, rights of way, and parks with selected vendors. (Parks & Recreation, Public Works) ***Councilmember Dorcey moved, seconded by Mayor Hermosillo.*** ***Motion carried. (6/1)*** ***NAY: Councilmember Gentry***	
MEETING DATE: 09/03/2025	**AGENDA SECTION:** Regular
SUBMITTED BY: Cason Chambers, Operations Superintendent	**DEPARTMENT:** Public Works

BACKGROUND:

Describe the benefit to the organization and/or community. Approval of this contract provides for the maintenance and upkeep of landscape areas throughout the city, contributing to the overall quality of life for residents.

Describe how this item aligns with an operational need, city priority, or strategic goal. This item aligns with the City's strategic plan to support infrastructure, parks, and recreation.

Describe the timing considerations for approval of this item. The contract extension with the current landscape vendor expires on 9/30/25. Approval of this item allows the city to prepare for the transition to a new contract with no lapse in service.

Describe any anticipated impact this item might have on residents, businesses, or operations. This item keeps landscape areas maintained throughout the city and has a positive impact on the quality of life for residents.

Provide statutory requirements, City Code provisions, or other legal mandates, if applicable. N/A

Recently, the City completed the request for proposal (RFP) process to procure landscape maintenance services for City facilities, rights of way, and parks. The contract was advertised, and the proposals were received and opened on August 19. The City's proposal evaluation panel reviewed all submissions and selected the identified vendors for the contract per City Code § 30.23. General contract terms are for three years with two (2), one-year renewal options. This item seeks approval of the base contract EM25-LSM02 with recommended vendors.

RECOMMENDATION:

Approve contract EM25-LSM02 for Landscape Maintenance Services for City facilities, rights of way and parks with selected vendors.

PREVIOUS RELATED COUNCIL ACTION:

July 1, 2025, Item 6.1.E.
Consideration and action to approve the purchase of landscape maintenance services for July through September 2025 for City facilities, parks, and rights of way with Brightview Landscape Services in the amount of $94,494.42. (Public Works/Parks and Rec)

PROPOSED MOTION:

I move to approve contract EM25-LSM02 as presented.

BUDGETED: Yes

CIP: No **MULTI-YEAR:** Yes

Fiscal Impact

AMOUNT REQUESTED: $45,000
FISCAL YEAR: FY26
ACCOUNT NUMBER: 111-5-1583-365
ACCOUNT NAME: Public Works-Facilities-Landscaping Services

AMOUNT REQUESTED: $8,000
FISCAL YEAR: FY26
ACCOUNT NUMBER: 511-5-7115-365
ACCOUNT NAME: Water Operations-Landscaping Services

AMOUNT REQUESTED: $200,000
FISCAL YEAR: FY26
ACCOUNT NUMBER: 111-5-4562-365
ACCOUNT NAME: Parks & Rec-Parks-Landscaping Services

AMOUNT REQUESTED: $183,000
FISCAL YEAR: FY26
ACCOUNT NUMBER: 131-5-3581-365
ACCOUNT NAME: HURF-Landscaping Services

ATTACHMENTS

Notice of Intent - Premier Landscaping
Notice of Intent - Arizona Superior Landscaping
Evaluation Tabulation
Signed Contract - Premier Landscape Management
Signed Contract - Arizona Superior Landscaping

City of El Mirage
Finance
Robert Weddigen, Finance Director
10000 N El Mirage Rd, El Mirage, AZ 85335
(623) 876-2995

NOTICE OF INTENT TO AWARD

RFP No. EM25-LSM02

Landscape Maintenance Services

RESPONSE DEADLINE: August 19, 2025 at 9:30 am

Friday, August 22, 2025

Notice of Intent to Award

Solicitation Description:Landscape Maintenance Services

Issue Date: Tuesday, August 19, 2025

The City of El Mirage has issued a Notice of Intent to Award pending City Council approval to the following evaluated firm: Premier Landscape Management

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

City of El Mirage
Finance
Robert Weddigen, Finance Director
10000 N El Mirage Rd, El Mirage, AZ 85335
(623) 876-2995

NOTICE OF INTENT TO AWARD

RFP No. EM25-LSM02

Landscape Maintenance Services

RESPONSE DEADLINE: August 19, 2025 at 9:30 am

Friday, August 22, 2025

Notice of Intent to Award

Solicitation Description:Landscape Maintenance Services

Issue Date: Tuesday, August 19, 2025

The City of El Mirage has issued a Notice of Intent to Award pending City Council approval to the following evaluated firm: Arizona Superior Landscape LLC

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

City of El Mirage
Finance
Robert Weddigen, Finance Director
10000 N El Mirage Rd, El Mirage, AZ 85335

EVALUATION TABULATION

RFP No. EM25-LSM02

Landscape Maintenance Services

RESPONSE DEADLINE: August 19, 2025 at 9:30 am

Report Generated: Friday, August 22, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Arizona Superior Landscape LLC	BrightView Landscape Services, Inc.	CareScape	Cross The River, LLC	Dupper Landscape Inc.	Mariposa Landscape Arizona Inc	Premier Landscape Management
Offer acknowledges acceptance of the City of El Mirage's Standard Terms and Conditions and Special Terms and Conditions and take no exceptions.	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Staff Qualifications	Pass	Pass	Pass	Pass	Pass	Pass	Pass
References (Appendix B)	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Statement of Contractors Qualifications (Appendix C)*	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	Arizona Superior Landscape LLC	BrightView Landscape Services, Inc.	CareScape	Cross The River, LLC	Dupper Landscape Inc.	Mariposa Landscape Arizona Inc	Premier Landscape Management
Please Provide your Certificates of Insurance.	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Arizona professional and contractors license(s).	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Proposal	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Please provide any additional information you would like for the City to consider.	Pass	Pass	Pass	Pass	Pass	No Response	Pass

PHASE 3

EVALUATORS

Name	Title	Agreement Accepted On
Cason Chambers	Operations Superintendent	Aug 19, 2025 10:00 AM
Robert De La Cruz	Park and Maintenance Supervisor	Aug 20, 2025 6:36 AM
Richard B. MIranda jr.	Maintenance Supervisor	Aug 20, 2025 9:00 AM
Nick Russo	Public Works Director	Aug 19, 2025 8:12 AM
Sean VonRoenn	Parks and Recreation Director	Aug 18, 2025 9:20 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Staff Qualifications	Points Based	10 *(9.9% of Total)*

Description:
Provide a list of employees and their qualifications and/or certifications. Attention should be placed upon the staff that would most likely be involved in the routine maintenance services to be provided. Also include the qualifications of any subcontractors who may perform services not directly completed by the Contractor's staff.

Criteria	Scoring Method	Weight (Points)
Statement of Contractors Qualifications - Appendix C	Points Based	5 *(5% of Total)*

Description:
Provide a company description including: structure, ownership disclosure statement, company facilities, functional organization description, and office location(s). Include a general list of company equipment that is available for this project.

Criteria	Scoring Method	Weight (Points)
Experience and References - Appendix B	Points Based	5 *(5% of Total)*

Description:
Provide description of previous similar projects. List at least three projects of similar size, nature, and complexity. Give current addresses and phone numbers for Owner references for each project.

Criteria	Scoring Method	Weight (Points)
Project Understanding and Scope	Points Based	5 *(5% of Total)*

Description:
Provide a description of your project understanding and how you will approach the project. Include a detailed scope of services, manpower estimates, schedule, etc. to be provided.

Criteria	Scoring Method	Weight (Points)
Pricing - Appendix A Price Sheets	Points Based	76 *(75.2% of Total)*

Description:
Submit the Proposal Tab Sheet with information requested. Note: hourly unit rate(s) including rates for extra work that will be billed shall include all direct and indirect costs, including mileage and travel time to and from the City. If requested, provide current mark-up percentages for material and subcontractors costs.

AGGREGATE SCORES SUMMARY

Vendor	Cason Chambers	Robert De La Cruz	Richard B. MIranda jr.	Nick Russo	Sean VonRoenn	Total Score (Max Score 101)
Premier Landscape Management	93	42	99	95	86	**83**
CareScape	94	33	89	80	70	**73.2**
Arizona Superior Landscape LLC	88	42	83	61	86	**72**
BrightView Landscape Services, Inc.	81	28	72	88	68	**67.4**

Vendor	Cason Chambers	Robert De La Cruz	Richard B. MIranda jr.	Nick Russo	Sean VonRoenn	Total Score (Max Score 101)
Dupper Landscape Inc.	81	27	74	54	77	**62.6**
Mariposa Landscape Arizona Inc	67	31	74	25	71	**53.6**
Cross The River, LLC	32	28	63	11	39	**34.6**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Staff Qualifications Points Based 10 Points (9.9%)	Statement of Contractors Qualifications - Appendix C Points Based 5 Points (5%)	Experience and References - Appendix B Points Based 5 Points (5%)	Project Understanding and Scope Points Based 5 Points (5%)	Pricing - Appendix A Price Sheets Points Based 76 Points (75.2%)	Total Score (Max Score 101)
Premier Landscape Management	7	4.2	4	4.2	63.6	**83**
CareScape	9	4.6	4.2	4.4	51	**73.2**
Arizona Superior Landscape LLC	8.2	4	2.8	4.4	52.6	**72**
BrightView Landscape Services, Inc.	6.6	4.2	2.8	3.6	50.2	**67.4**
Dupper Landscape Inc.	6.4	3.8	3.8	3	45.6	**62.6**
Mariposa Landscape Arizona Inc	8.8	4.8	5	4.4	30.6	**53.6**
Cross The River, LLC	5.6	2.2	2.4	3.4	21	**34.6**

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
Cason Chambers	Operations Superintendent	Aug 19, 2025 10:00 AM
Robert De La Cruz	Park and Maintenance Supervisor	Aug 20, 2025 6:36 AM
Richard B. MIranda jr.	Maintenance Supervisor	Aug 20, 2025 9:00 AM
Nick Russo	Public Works Director	Aug 19, 2025 8:12 AM
Sean VonRoenn	Parks and Recreation Director	Aug 18, 2025 9:20 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Staff Qualifications	Points Based	10 *(10% of Total)*

Description:
Provide a list of employees and their qualifications and/or certifications. Attention should be placed upon the staff that would most likely be involved in the routine maintenance services to be provided. Also include the qualifications of any subcontractors who may perform services not directly completed by the Contractor's staff.

Criteria	Scoring Method	Weight (Points)
Statement of Contractors Qualifications - Appendix C	Points Based	5 *(5% of Total)*

Description:

Provide a company description including: structure, ownership disclosure statement, company facilities, functional organization description, and office location(s). Include a general list of company equipment that is available for this project.

Criteria	Scoring Method	Weight (Points)
Experience and References - Appendix B	Points Based	5 *(5% of Total)*

Description:
Provide description of previous similar projects. List at least three projects of similar size, nature, and complexity. Give current addresses and phone numbers for Owner references for each project.

Criteria	Scoring Method	Weight (Points)
Project Understanding and Scope	Points Based	5 *(5% of Total)*

Description:
Provide a description of your project understanding and how you will approach the project. Include a detailed scope of services, manpower estimates, schedule, etc. to be provided.

Criteria	Scoring Method	Weight (Points)
Pricing - Appendix A Price Sheets	Points Based	75 *(75% of Total)*

Description:
Submit the Proposal Tab Sheet with information requested. Note: hourly unit rate(s) including rates for extra work that will be billed shall include all direct and indirect costs, including mileage and travel time to and from the City. If requested, provide current mark-up percentages for material and subcontractors costs.

AGGREGATE SCORES SUMMARY

Vendor	Cason Chambers	Robert De La Cruz	Richard B. MIranda jr.	Nick Russo	Sean VonRoenn	Total Score (Max Score 100)
Arizona Superior Landscape LLC	95	41	98	91	86	**82.2**
Dupper Landscape Inc.	61	29	89	19	77	**55**
CareScape	58	32	89	25	70	**54.8**
Premier Landscape Management	50	43	84	20	63	**52**
BrightView Landscape Services, Inc.	34	23	77	23	68	**45**
Mariposa Landscape Arizona Inc	42	31	74	25	46	**43.6**
Cross The River, LLC	17	28	63	11	39	**31.6**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Staff Qualifications Points Based 10 Points (10%)	Statement of Contractors Qualifications - Appendix C Points Based 5 Points (5%)	Experience and References - Appendix B Points Based 5 Points (5%)	Project Understanding and Scope Points Based 5 Points (5%)	Pricing - Appendix A Price Sheets Points Based 75 Points (75%)	Total Score (Max Score 100)
Arizona Superior Landscape LLC	8	4	2.8	4.4	63	**82.2**
Dupper Landscape Inc.	6.4	3.8	4	3.2	37.6	**55**
CareScape	8.2	4.6	4.4	4.8	32.8	**54.8**

Vendor	Staff Qualifications Points Based 10 Points (10%)	Statement of Contractors Qualifications - Appendix C Points Based 5 Points (5%)	Experience and References - Appendix B Points Based 5 Points (5%)	Project Understanding and Scope Points Based 5 Points (5%)	Pricing - Appendix A Price Sheets Points Based 75 Points (75%)	Total Score (Max Score 100)
Premier Landscape Management	7.2	4.4	4.4	4.2	31.8	**52**
BrightView Landscape Services, Inc.	6.4	3.8	2.8	3.2	28.8	**45**
Mariposa Landscape Arizona Inc	8.8	4.6	5	4.6	20.6	**43.6**
Cross The River, LLC	5.2	2.6	2.4	3.4	18	**31.6**

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Cason Chambers	Operations Superintendent	Aug 19, 2025 10:00 AM
Robert De La Cruz	Park and Maintenance Supervisor	Aug 20, 2025 6:36 AM
Richard B. MIranda jr.	Maintenance Supervisor	Aug 20, 2025 9:00 AM
Nick Russo	Public Works Director	Aug 19, 2025 8:12 AM
Sean VonRoenn	Parks and Recreation Director	Aug 18, 2025 9:20 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Staff Qualifications	Points Based	10 *(10% of Total)*

Description:
Provide a list of employees and their qualifications and/or certifications. Attention should be placed upon the staff that would most likely be involved in the routine maintenance services to be provided. Also include the qualifications of any subcontractors who may perform services not directly completed by the Contractor's staff.

Criteria	Scoring Method	Weight (Points)
Statement of Contractors Qualifications - Appendix C	Points Based	5 *(5% of Total)*

Description:
Provide a company description including: structure, ownership disclosure statement, company facilities, functional organization description, and office location(s). Include a general list of company equipment that is available for this project.

Criteria	Scoring Method	Weight (Points)
Experience and References - Appendix B	Points Based	5 *(5% of Total)*

Description:
Provide description of previous similar projects. List at least three projects of similar size, nature, and complexity. Give current addresses and phone numbers for Owner references for each project.

Criteria	Scoring Method	Weight (Points)
Project Understanding and Scope	Points Based	5 *(5% of Total)*

Description:
Provide a description of your project understanding and how you will approach the project. Include a detailed scope of services, manpower estimates, schedule, etc. to be provided.

Criteria	Scoring Method	Weight (Points)
Pricing - Appendix A Price Sheets	Points Based	75 *(75% of Total)*

Description:
Submit the Proposal Tab Sheet with information requested. Note: hourly unit rate(s) including rates for extra work that will be billed shall include all direct and indirect costs, including mileage and travel time to and from the City. If requested, provide current mark-up percentages for material and subcontractors costs.

AGGREGATE SCORES SUMMARY

Vendor	Cason Chambers	Robert De La Cruz	Richard B. MIranda jr.	Nick Russo	Sean VonRoenn	Total Score (Max Score 100)
Premier Landscape Management	95	40	99	90	87	**82.2**
Arizona Superior Landscape LLC	90	41	88	86	87	**78.4**
BrightView Landscape Services, Inc.	67	29	82	78	83	**67.8**
CareScape	73	37	89	25	81	**61**
Dupper Landscape Inc.	46	29	74	14	67	**46**
Mariposa Landscape Arizona Inc	42	31	74	25	46	**43.6**

Vendor	Cason Chambers	Robert De La Cruz	Richard B. MIranda jr.	Nick Russo	Sean VonRoenn	Total Score (Max Score 100)
Cross The River, LLC	17	25	63	16	39	**32**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Staff Qualifications Points Based 10 Points (10%)	Statement of Contractors Qualifications - Appendix C Points Based 5 Points (5%)	Experience and References - Appendix B Points Based 5 Points (5%)	Project Understanding and Scope Points Based 5 Points (5%)	Pricing - Appendix A Price Sheets Points Based 75 Points (75%)	Total Score (Max Score 100)
Premier Landscape Management	7.2	4.2	3.4	4.2	63.2	**82.2**
Arizona Superior Landscape LLC	7.8	4	3.8	4.4	58.4	**78.4**
BrightView Landscape Services, Inc.	7	4.2	2.8	3.4	50.4	**67.8**
CareScape	8.8	4.6	5	4.8	37.8	**61**
Dupper Landscape Inc.	6.6	3.8	3	3	29.6	**46**
Mariposa Landscape Arizona Inc	8.8	4.8	4.8	4.6	20.6	**43.6**
Cross The River, LLC	5.8	2.2	3	3	18	**32**

LANDSCAPE MAINTENANCE SERVICES

EM25-LSM02

City of El Mirage

10000 N El Mirage Rd

El Mirage, AZ 85335

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

City of El Mirage
REQUEST FOR PROPOSAL
Landscape Maintenance Services

I. PROFESSIONAL SERVICES CONTRACT.....
II. AGREEMENT .....
III. EXHIBIT A .....

1. PROFESSIONAL SERVICES CONTRACT

CITY OF EL MIRAGE

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this _____ day of _____, 20____, by and between the City of El Mirage, an Arizona municipal corporation ("City"), and Premier Landscape Management a(n) Arizona Corporation ("Consultant").

RECITALS

A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;

B. The City desires to contract for Consultant to provide Landscape Maintenance Services ("Services") as described in the attached scope of work (Exhibit "A") in accordance with the terms of this Contract;

C. Consultant is duly qualified to perform the requested Services.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Cason Chambers, (Title) Operations Superintendent, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

2.2. SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

2.3. DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed TBD.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent

necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.6. OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

2.7. TERM AND EXTENSION

This Contract shall be in full force and effect only when approved and signed by City's City Manager as attested by the City Clerk. This Contract begins on the Effective Date and continues for three (3) years to 09/30/2028, with an option to extend for an additional two (2) additional years in one (1) year increments..

2.8. TERMINATION

1. Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5) business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, of if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such

termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A' and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

2.9. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

2.10. ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2.11. COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

2.12. MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

2.13. ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

2.14. SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

2.15. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may 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.

2.16. INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

2.17. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

2.18. NOTICES

All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Consultant:

Premier Landscape Management
Attn: Jose Gonzalez
3905 N 7th Ave
P.O. Box 16184
Phoenix, AZ 85013

In the case of City

City of El Mirage
Attn: City Manager
10000 North El Mirage Road
El Mirage, Arizona 85335

With a copy to:
City of El Mirage
Attn: City Attorney
10000 North El Mirage Road
El Mirage, Arizona 85335

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

2.19. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

2.20. TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

2.21. ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

2.22. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

2.23. CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

2.24. SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

2.25. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

2.26. INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars ($1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars ($1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a

"Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

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

2.27. COOPERATIVE PURCHASING

While this Contract is for the City of El Mirage, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of El Mirage, and with approval of the Contractor, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the Contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of El Mirage will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the Contractor may limit the Contractor's ability to extend use of this Contract. Any orders placed to the Contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of El Mirage shall not be responsible for any disputes arising out of transactions made by others.

2.28. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' 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). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants are complying with the above-mentioned warranty.

The Consultant warrants to keep the papers and records open for random inspection during normal business hours by the City. The Consultant shall cooperate with the City's random inspections including granting the City entry rights to Consultant's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Consultant to comply with this warranty regarding the keeping of papers and records and cooperating with City's random inspections

shall constitute a material breach of the Contract and the City will have the right to immediately terminate the Contract.

2.29. SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

3. EXHIBIT A

3.1. Scope of Work

2.1. Project Specifications

LOCATION OF THE WORK:

All work is located within the City of El Mirage, Maricopa County, Arizona. Specific sites are shown on maps in Exhibit A.

PROPOSED WORK:

The contract work consists of all necessary labor, material, transportation services and equipment, to perform landscape maintenance and trash and litter pickup on a regular basis for City Parks per the City of El Mirage Landscape Maintenance Guidelines (latest version) and the contract specifications on the areas specified above and in Exhibit A.

CONTRACT TERM:

This Contract is a three (3) year contract and commences on July 1, 2025 and expires June 30, 2028. If renewed, contract is an annual contract from July 1, 2028 to June 30, 2030. Contract renewal shall be within 30 days of contract expiration.

The City of El Mirage may at it's sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional years in one (1) year increments. The costs for any price increase for additional years must be mutually agreed upon by the City and the Contractor.

Either party has the right to cancel this contract without cause at any time with a 60 day written notice.

PERFORMANCE:

A. Contractor's Performance: The Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools, chemicals, supplies and other accessories required to perform landscape maintenance in the City of El Mirage as designated in the Scope of Work. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

B. Quality and Acceptability of Work: The Public Works Director, Parks & Recreation Director or designee shall decide all questions, which may arise as to the quality and acceptability of any work, performed under the contract. If, in the opinion of the Public Works Director, Parks & Recreation Director or designee, performance becomes unsatisfactory, the City of El Mirage shall notify the Contractor, its authorized representatives or agents in writing.

C. Contacting The Contractor: The Contractor must have a telephone number where it can be contacted immediately anytime during a twenty- four (24) hour period and the Contractor must call back within sixty (60) minutes of the originating call.

TYPE OF SUPERVISION:

A. The Contractor shall provide supervision for each shift of work to assure competent performance of the work during the scheduled hours.

B. The Contractor or authorized agent will make daily routine inspections to ensure that the work is performed as required by this Contract.

C. The Contractor's Job Manager and Supervisors must be literate and fluent in the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. All on-site supervisors must also be literate and fluent in the primary language of the landscape staff.

D. The Supervisor/Crew Leader on-site shall have the knowledge and ability to train and direct crew members in correct landscape maintenance practices and ensure they adhere to the City of El Mirage Landscape Maintenance Guidelines (latest version) and contract standards and specifications.

INSPECTIONS:

A. The Public Works Director, Parks & Recreation Director or designee will conduct random daily inspections of the areas covered under this Contract.

B. The Public Works Director, Parks & Recreation Director or designee shall conduct joint inspections with the Contractor of each location on a monthly basis. The date and time shall be mutually agreed upon.

CONDITION OF LANDSCAPE AREAS:

The Public Works Director, Parks & Recreation Director or designee and the Contractor will inspect the areas under the contract one (1) week prior to the Contract start date to agree on the acceptance of the areas in the condition at the time of the inspection.

NON-COMPLIANCE CONDITIONS AND REQUIRED REMEDIES SCHEDULE:

A. Failure by the Contractor to provide routine landscape service as specified in the contract documents or to comply with the contract specifications or the City of El Mirage Landscape Maintenance Guidelines (latest version), which are incorporated herein by this reference, will result in the issuance of a Notice of Non-compliance by the Public Works Director, Parks &

Recreation Director or designee. If the Public Works Director, Parks & Recreation Director or designee hand-delivers or faxes a Notice of Non-compliance to the Contractor, the Contractor will have twenty-four (24) hours to respond to and correct the non-compliance, unless the Notice of Non-compliance states a different time for Contractor to achieve compliance.

B. If Contractor fails to correct a non-compliance within twenty-four (24) hours, or such other time as set forth in the Notice, of Contractor's receipt of the Notice of Non-compliance by hand-delivery or facsimile, the City shall be entitled to deduct the prorated share of the areas not in compliance from any payments due Contractor, based on the Contractor's price quoted in the bid price sheets. The City may also exercise its right to either perform the work itself or use another City approved landscape maintenance contractor to perform the work. The cost of any work done in this manner will be deducted from the monthly billing in addition to the prorated deduction for unfinished work. These actions will in no way alleviate the responsibility of the Contractor to continue the maintenance of the sites once the area has been recovered.

C. Contractor recognizes, acknowledges and understands that its failure to comply with the service requirements and specifications set forth below will result in financial loss and damage to the City and that the City's ability to prove the actual amount of such damage and loss will be expensive and difficult. Therefore, instead of requiring proof of the actual amount of such damage and loss, Contractor and City hereby agree that as liquidated damages, and not as a penalty or forfeiture, Contractor shall pay to City, as a deduction from any amounts owed by City to Contractor, the amounts set forth below for the violations specified.

1. No Picture I.D. or uniform as required: $10.00/per incident
2. Trash and Litter: $100/per incident/per area. If the Contractor does not fulfill the Scope of Work for trash and litter removal and the Contractor has left the site, two (2) hours will be the maximum allowable time for return and completion of the task. This condition does not apply to vehicular accidents, storm damage, or other events where the Contractor has no control (i.e. newspapers blow out of a truck and into the landscaped area). This paragraph covers the weekly trash and litter pickup required in the contract.
3. Trees, Shrubs, and Groundcover: $150/per day/per area until the area is back in compliance. If any tree(s) or shrub(s) are pruned, raised, or removed contrary to the scope of work described in the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) without permission from the Public Works Director, Parks & Recreation Director or designee, the Contractor shall, at their sole expense, provide compensation for and/or replacement of the tree(s) or shrub(s) subject to the sole discretion of the Public Works Director or designee.
4. Weeds: $150/per day/per area until the area is back in compliance.
5. Turf Areas: $150/per day/per area until the area is back in compliance.

6. General Landscape Maintenance: $100/per day/per area until the area is back in compliance. This includes any work specified by the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) not covered under other areas of this Section.
7. Equipment and/or Employees: Any equipment and/or employees not meeting the standards and conditions set forth in the contract documents or City of El Mirage Landscape Maintenance Guidelines will be required to leave the job site until basic work standards are met. This shall not alleviate the Contractor from fulfilling its responsibility to adhere to the schedule established with the Public Works Director, Parks & Recreation Director or designee.
8. Contractor shall not be subjected to deductions that exceed their monthly service rate.

DEFINITION OF TRASH AND LITTER:

Any item not installed as part of the landscape or hardscape at the time the Contractor began the contract. Additionally, it will cover any and all trash or litter, which may have been, windblown and includes such things as cigarette butts and tumbleweeds.

DUMPING AND DISPOSAL OF WASTE:

The Contractor is responsible for the cost to dispose of all waste products including excess earth material. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Public Works Director, Parks & Recreation Director or his designee.

PUBLIC CONVENIENCE AND SAFETY:

The contractor shall at all times conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The contractor shall provide for the safety, convenience, and the protection of persons and property of the general public and residents along the street, and all areas adjacent to the work area.

Whenever the Contractor's operations create a condition potentially hazardous to the public, they shall furnish such flaggers and safety devices as necessary to give adequate warning to the public of any potentially hazardous conditions. Flaggers and safety devices used for traffic control shall conform to applicable City, county, state, and federal requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the inspector may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the City. Should the City point out the inadequacy of warning and protective measures, such an action of the City shall not relieve the Contractor from any responsibility for public safety and abrogate his obligation to furnish and pay for those devices. Nothing in this section is intended, nor shall be construed, to abrogate the Contractor’s sole and ultimate responsibility for performing the operations pursuant to this agreement in a safe

manner. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

Two lanes of traffic on major streets shall be maintained open for traffic at all times. Local access shall be maintained at all driveways.

A. SCHEDULING OF WORK: The nature of this work may require scheduling work at times which will least impact traffic. This may include weekend and/or night work. Under no circumstances will the Contractor be allowed to impede vehicular or pedestrian traffic, without written permission from the Public Works Director, Parks & Recreation Director or designee.

The Public Works Director, Parks & Recreation Director or designee shall work with the Contractor to establish a written schedule. The Public Works Director, Parks & Recreation Director or designees will have the authority to change this schedule with two (2) weeks written notice.

PLEASE NOTE, it is very important for the Contractor to stay on schedule and to visit the sites during the hours and dates mentioned in the schedule. Any deviation from the schedule may result in a letter of non-compliance from the City of El Mirage requiring immediate action from the Contractor to remedy the situation. Any work not completed will be deducted from the monthly bill.

SAFETY DATA SHEETS:

A. Contractor shall furnish to the City of El Mirage a list and copies of the Safety Data Sheets (SDS), for all products used in the City on an annual basis. In addition, each time a new chemical product is introduced, a copy of that product's SDS must be provided to the Public Works Department prior to the product being used in the City.

B. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

IRRIGATION CONTROLLERS:

The Contractor **is not** responsible for any repair, maintenance or replacement of the irrigation controllers. The setting of watering schedules for any irrigation controllers is the responsibility of City personnel. The Contractor **is** required to submit to the Public Works Director, Parks & Recreation Director or designee all requests for watering schedule changes, and recommendations.

CORNER VISION:

Within the triangle formed by connecting the ends of the respective fifty (50) foot distances as illustrated in the drawing, all the hedges, shrubbery and other plantings shall be limited to a height of two (2) feet above the elevation of the nearest edge of pavement at the said intersecting streets. Trees located within the fifty (50) foot clear distance are to have the foliage cleared to a height of eight (8) feet above the ground. (See Exhibit C)

EQUIPMENT:

A. The Contractor shall use trucks and vehicles licensed in the State of Arizona and equipped with a warning light(s) on top of the cab, which is clearly seen from a distance no less than 500'. All vehicles shall be clearly marked with the name of the company and phone number. All permanent lettering shall be a minimum of 2",

B. Power blowers shall not be used to move dirt and dust.

C. Employees shall wear uniforms or other marked clothing clearly identifying the Contractor's name.

D. Employees shall wear reflective safety vests or shirts while working on all phases of this contract.

E. The supervisor of each crew shall wear a badge clearly identifying their name and the company name.

F. Uniforms and steel-toed shoes are specifically required. No shorts, except those used as part of a uniform, or tennis/running shoes are accepted. No devices will be allowed nor any apparatus which may impede hearing or sight other than earplugs or safety glasses.

G. No loud stereos or radios on sites.

ADDITIONAL WORK

A. Ordering Work

Furnish all labor, material, equipment and tools of the trade on a job order basis for additional landscape services in the public rights-of-way and on public properties in the City.

1. When contacted, Contractor shall provide the City with a written cost estimate for each project.
    i. Estimates shall be itemized where applicable.
    ii. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the Public Works Director, Parks & Recreation Director or designee for approval. Such notification will occur quickly enough so as not to delay any project underway.
2. If contacted, the Contractor must return calls within 24 hours to give customers availability and pricing information. Contractors who consistently fail to return calls or consistently refuse work requests (too busy/over booked) may be terminated from the contract.

3. Contractor shall proceed with work only upon obtaining an Off-site / ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City of El Mirage permit fees.

SCOPE OF WORK:

A. GENERAL

1. Scheduling work with the Public Works Director, Parks & Recreation Director or designee.
2. Landscaped areas shall be raked as needed. All sites shall be raked in their entirety a minimum of once per quarter
3. Trash and litter pickup weekly, excluding weekends and Holidays. It also includes picking up any dog waste and emptying the waste receptacles at the dog parks and refilling the bag dispensers.
4. All trash receptacles need to be emptied when they are half full, with new bags installed. Trash receptacles also need to be wiped down on a weekly basis to keep them clean and presentable.
5. Trimming all shrubs and ground cover that touch walkways and curbs as needed.
6. Removing all dead vegetation as it appears on shrubs and ground cover as needed.
7. All median sight lines clear and in accordance with Maricopa Association of Governments (MAG) specifications and City Code for appropriate traffic triangle.
8. The City staff will maintain all irrigation systems to include backflow devises, controllers, wiring, main lines, valves, lateral lines, heads, and emitters. The City staff will also set all irrigation clocks.
9. The Contractor is required to notify the Public Works Director, Parks & Recreation Director or designee of any irrigation problems that they encounter, especially as they pertain to the health of the plant, trees, or turf care within 24 hours of discovery.
10. The Contractor shall remove and dispose of all trash, litter, and plant debris on the same day.
11. Playground surfaces shall be maintained as needed. Sand, wood chips, or other materials shall be raked and fill in any low areas underneath the play equipment.
12. All suckers, pups, offshoot of on existing plant, or any plant growing that was not part of the original

landscaping is considered a weed and shall be removed as soon as it is seen.

B. TREES

1. The City of El Mirage adheres to all standards for pruning stipulated by the American National Standards Institute (ANSI) 300, and taught through the ACLP program. All pruning of trees shall require work and/or direct supervision done by an arborist, certified tree worker, or certified ACLP member.
2. Contractor is responsible for replacing tree stakes as needed that are damaged or broken. All staking will be done to City of El Mirage Standards.
3. Any damage to trees shall be reported to the Public Works Director, Parks & Recreation Director or designee.
4. All "suckers" are to be pruned off of trees as they appear.
5. All trees are to be trimmed to maintain an eight (8) foot clearance (ground to bottom of canopy) over sidewalks, benches, tables, barbeques, etc. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
6. All trees are to be trimmed not to interfere with traffic. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
7. All trees are to be trimmed to maintain a three (3) foot clearance above playground equipment, ramadas, or other large permanent structures. Minor trimming is allowed to clear objects but in general tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
8. Annual tree thinning of all trees in city-owned or maintained properties and right-of-way areas will be completed by the contractor.
9. All palms and date palms will be pruned once annually as directed by the Public Works Director, Parks & Recreation Director or designee.

C. WEEDS

1. Weeds are any plants in the landscape that are growing in an unwanted area. These include annuals and perennials growing in areas where they were not specifically planted. These areas include but are not limited to other plants, irrigation devices, paths and walls and any cracks in sidewalks, curbs and gutters.
2. Weeds growing in and around other plants shall be removed by hand.

3. Weeds shall be removed as soon as they become visible. Weeds in open areas will be killed and removed by means of herbicides and/or manual pulling.
4. A pre-emergent herbicide shall be sprayed on all non-turf landscaped areas a minimum of once per year to help keep weed growth to a minimum.
5. All spraying of herbicides will be performed when weather conditions are not conducive for drift or moving offsite. All herbicide applications will be made in accordance with the label instructions governing their use. Records will be kept on pests identified and treatment(s) rendered for control.
6. All herbicides, including post-emergent and pre-emergent products that will be used by the Contractor must be submitted and approved by the Public Works Director, Parks & Recreation Director or designee prior to application of the product.
7. Herbicides used shall be listed and logged and the list must be given to the Public Works Director, Parks & Recreation Director or his designee on a monthly basis.

D. SHRUBS, GROUND COVER

1. All shrubs and ground cover shall be trimmed and maintained behind all sidewalks and curbs. All shrubs and ground cover shall be maintained in an orderly fashion, defined as not allowing the ground cover to grow vertically into the shrub canopy. Branches should be selectively pruned to avoid exposing woody material.
2. Shrubs and ground cover shall be trimmed and maintained to a size proportionate to the area where they are planted. Example, shrubs in a small traffic-calming median shall be trimmed and maintained to a small size proportionate to the size of the median. Other areas shall include but are not limited to small planters or landscaped areas between the sidewalks and curb. Branches should be selectively pruned to avoid exposing woody material.
3. The Contractor shall remove all debris and tarps prior to moving on to the next site.
4. All pruning will be as specified in the City of El Mirage Landscape Maintenance Guidelines (latest version) and the Master Gardeners Manual published by the University of Arizona, Maricopa County Extension Office. This can be found on their website (cals.arizona.edu).
5. Shrubs in designated areas were planted to screen or protect walls/areas and are not to be cut back annually. The successful proposer will be shown the specific areas at the start of the contact.

E. IRRIGATION

1. The Contractor shall not be responsible for repair and maintenance of any irrigation lines unless specified work is requested by the City of El Mirage.
2. The Contractor is not responsible in the case of damage caused by an accident not caused by the Contractor. The Contractor shall notify the Public Works Director, Parks & Recreation Director or designee when damage is discovered.
3. The main lines, vacuum breakers, irrigation clocks, and valves shall remain the responsibility of the City, unless it is agreed in writing that the Contractor assume responsibility for a particular area.
4. Any problems observed by the Contractor, such as valves not functioning properly or lack of water, should be reported to the Public Works Director, Parks & Recreation Director or designee immediately in writing (Fax is acceptable).
5. The Contractor shall be responsible for any and all plant material that may have died or was seriously injured if, in the opinion of the Public Works Director, Parks & Recreation Director or designee, was neglected by the Contractor. Neglect would be recognized as anything other than a documented problem with the main line or the irrigation clock. In this event the Contractor shall replace all plant material, at their sole expense, and warranty it for a period of one year. All plant material replaced shall be of similar size and species.

F. TURF AREAS

1. Collect litter from all turf, shrub beds, and garden area hard surfaces prior to commencing mowing operations.
2. Sweep, rake or blow excessive clippings from all turf areas, patios, sidewalks, curb lines and roadways
3. Trim all turf areas adjacent to trees, tree wells, shrubs, flowerbeds, fences, patios, walls, fire hydrants, walkways, trees, light standards, posts and all other areas where trimming is required. Trimming shall be done so that the turf is not gouged, scalped, or damaged. String trimming shall be performed where the trimmed surface is the same as the mower height. Do not allow string to contact tree trunks.
4. Contractor is responsible for any damages incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City.
5. Edge all sidewalks and other hardscaping with a bladed edger (no string trimmers) so that these areas present a neat, clean-cut appearance at all times.
6. Mowing shall be with a (reel/rotary/or mulching) mower. Clippings will be left on the turf as long as no readily visible clumps remain on the turf surface after mowing. Otherwise, large

clumps of clippings will be distributed by mechanical blowing, raking, or collected and removed by the contractor.

7. Turf to be mowed per the Mowing Schedule (Exhibit B). Turf shall not be cut closer than 1" nor shall it be longer than 1-1/2 inches in height after each cutting unless directed by the Public Works Director, Parks & Recreation Director or designee. The mower blades shall be kept sharp to prevent shredded tips that turn brown. Matching mower heights are required if multiple mowers are used.
8. Aerate all compacted areas of formal turf once annually in the spring when turf is well established. Aerate with a vertically operating core aerator utilizing shaft mounted 1/2" hollow tines. Cores shall be made 4" on center to a 3" depth. Vacuum plugs.
9. Remove any thatch over 1/2 inch in depth from turf areas once annually in the spring.
10. The contractor will inspect turf areas each visit for indications of pest/weed problems and advise the client or representative of such problems. Upon confirmation of a specific problem requiring treatment, pesticides/herbicides will be applied as needed to eradicate and prevent the problem from spreading, whenever possible, using the least toxic, effective pesticide/herbicide.
11. All spraying of pesticides and fertilizer applications will be performed when weather conditions are not conducive for drift or moving offsite. Pesticide/herbicide applications will be made in accordance with the label instructions governing their use.
12. No pesticide/herbicide will be applied to turf areas without the express approval of the City. This includes weed and feed formulations. Records will be kept on pests identified and treatment(s) rendered for control.
13. Monitor all turf for infestation of harmful insects. Apply pesticides only to specific areas where infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf.
14. Apply Bermuda seed to declining turf at a rate of 1 to 2 pounds per 1,000 sq. ft. in the spring for recovery. The contractor is responsible for bringing the new turf to maturity. The contractor shall coordinate seed application with City staff so proper water scheduling can be programmed.
15. Overseed selected park turf areas in the fall annually. This will be done at a minimum rate of 10lbs per 1,000 square feet. Overseeding schedules will be coordinated by city staff, YMCA designee & the contractor.
16. Apply pre-emergent herbicide for broad leaf weeds to turf in September *only if the turf is not to be over-seeded*.

17. A Bid item in the contract is to over-seed turf areas in the fall. Use seeding rate per the City of El Mirage Landscape Maintenance Guidelines (latest version).

SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

	
SIGNATURE	**SIGNATURE**
J. Crystal Dyches	Jose Gonzalez
FULL NAME	**FULL NAME**
	08/25/2025
DATE SIGNED	**DATE SIGNED**
City Manager	Contractor
TITLE	**TITLE**
SIGNATURE	**SIGNATURE**
	Jill A. Boltz
FULL NAME	**FULL NAME**
DATE SIGNED	**DATE SIGNED**
City Attorney	City Clerk
TITLE	**TITLE**

LANDSCAPE MAINTENANCE SERVICES

EM25-LSM02

City of El Mirage

10000 N El Mirage Rd

El Mirage, AZ 85335

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

City of El Mirage
REQUEST FOR PROPOSAL
Landscape Maintenance Services

I. PROFESSIONAL SERVICES CONTRACT.....
II. AGREEMENT .....
III. EXHIBIT A .....

1. PROFESSIONAL SERVICES CONTRACT

CITY OF EL MIRAGE

THIS PROFESSIONAL SERVICES CONTRACT, is made and entered into this _____ day of _____, 20____, by and between the City of El Mirage, an Arizona municipal corporation ("City"), and Arizona Superior Landscape LLC a(n) TBD Corporation ("Consultant").

RECITALS

A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;

B. The City desires to contract for Consultant to provide Landscape Maintenance Services ("Services") as described in the attached scope of work (Exhibit "A") in accordance with the terms of this Contract;

C. Consultant is duly qualified to perform the requested Services.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

2.1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant shall act under the authority and approval of the Contract Administrator for the City to provide the Services required by this Contract. The Contract Administrator for the City shall be Cason Chambers, (Title) Operations Superintendent, or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, and approve payments. The Consultant shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Consultant.

2.2. SERVICE DESCRIPTION

Consultant shall provide the Services described in Exhibit "A." All work will be reviewed, evaluated, approved, and monitored by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for improper, negligent or inadequate services rendered pursuant to this Contract. Consultant shall provide all work necessary to assure the Services are completed in a timely and efficient manner consistent with service requirements, including, but not limited to, working in close interaction with, and interfacing with, City and its designated employees, and working closely with others, including other consultants or contractors retained by City.

2.3. DOCUMENTATION AND DATA

All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be, and remain the property of, the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant.

2.4. FEE SCHEDULE, RECORDS, AUDIT RIGHTS

The fee Consultant shall be paid for all Services provided pursuant to the terms of this Contract, inclusive of all expenses under this Contract, shall not exceed TBD.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require to make a determination of work performed and payment due.

Consultant's records (hard copy, as well as computer readable data) and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent

necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of its payees pursuant to the execution of the Contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all subconsultants, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all subconsultants.

If any audit in accordance with this article discloses overcharges of any nature by the Consultant to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Consultant.

2.5. ADDITIONAL SERVICES; PRICE ADJUSTMENT

The total Scope of Work to be performed by Consultant in accordance with this Contract is set forth herein and in Exhibit "A." Services not included in this Contract, including Exhibit "A," will be considered Additional Services. Consultant shall not perform any Additional Services without written authorization from the City. It shall be presumed that all Services performed/provided by Consultant were included in the Contract and contemplated by Consultant as being part of the original Scope of Work and the fees set forth herein, unless such Services have been separately approved by the City, in writing, as Additional Services. Consultant shall not be paid for any Additional Services that are not authorized by the City in writing.

2.6. OWNERSHIP

Upon receipt of payment for Services, Consultant grants to City, and shall cause its subconsultants to grant to City, the exclusive ownership of any and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, and other intellectual work product as may be applicable ("Work Product"). This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form. Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests. City may reuse the Work Product at its sole discretion. In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product. In such case, City will also remove any title block from the Work Product.

2.7. TERMINATION

1. Termination for Cause

The City has the right to terminate this Contract for cause in the event Consultant materially breaches any provision of this Contract or portion of the Services and fails to remedy the breach within five (5)

business days of notification of the breach, if the breach is remedial. If Consultant fails to remedy the breach or if the breach is not remedial, City may terminate this Contract for cause immediately upon written notice to Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 1, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon termination for cause, Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

In the event of termination for cause, Consultant shall only be compensated a portion of the agreed upon fee for such portion of the work that City agrees, in its sole discretion to accept. City shall have no obligation to accept any portion of Consultant's work if the contract is terminated for cause, and shall have no obligation to pay Consultant for any portion of the work, if any, not accepted by City.

If the Consultant materially fails to fulfill in a timely and proper manner its obligations under this Contract, of if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, the City may withhold from payment due to the Consultant such amounts as are necessary to protect the City's position for the purpose of set-off until such time as the exact amount of damages can be determined.

2. Termination for Convenience

The City has the right to terminate this Contract for convenience or to abandon any portion of the work for which Services have not been performed by the Consultant. In the event the City terminates this Contract or any part of the Services as herein provided pursuant to this Section 3.2.2, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all work under this Contract.

Upon such termination for convenience or abandonment, the Consultant shall immediately deliver to the City all drawings, research, data, studies, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, together with all unused material supplied by the City. Consultant shall be responsible only for such portion of the work which has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

The Consultant shall receive as compensation in full for Services performed to the date of such termination or abandonment, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed upon by the Consultant and the City, based upon the scope of work set forth in Exhibit "A' and the payment schedule set forth in Article 2, hereof. If mutual agreement cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the scope of work contained in Exhibit "A" and the amount of compensation Consultant is entitled to for

such work and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items.

2.8. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

2.9. ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, shall be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2.10. COMPLIANCE WITH LAWS

Consultant shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Contract. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Contract.

2.11. MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

2.12. ASSIGNMENT

Services covered under this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

2.13. SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Consultant shall sell its assets.

2.14. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party may 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.

2.15. INDEPENDENT CONTRACTOR

The Services Consultant provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee or agent of the City. The City will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements. Consultant will not be entitled to any benefits provided by City to its employees, including, but not limited to, health benefits, workers' compensation, unemployment coverage, deferred compensation, and all other typical employee benefits.

2.16. CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

2.17. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

2.18. TAXES

Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this Contract. The City shall have no obligation to pay any amounts for taxes of any type incurred by the Consultant.

2.19. ADVERTISING AND PROMOTION

Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law or judicial or regulatory process. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

2.20. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

2.21. CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

2.22. SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional subconsultants as may be required for the timely completion of this Contract. The addition of any subconsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

2.23. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Contract and that of its subcontractors or anyone for whom the Consultant is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subcontractors (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

2.24. INSURANCE

The Consultant shall secure and maintain at all times that this Contract is in effect, insurance coverage which shall include statutory workers' compensation, comprehensive general and automobile liability, owner's and Consultant's protective liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars ($1,000,000) combined single limit. The owner's and Consultant's protective liability limits shall be no less than one million dollars ($1,000,000) for each occurrence and one million dollars ($1,000,000) policy aggregate naming the City as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars ($1,000,000). In other than errors and omissions professional liability, City's and Consultant's protective liability and worker's compensation, the City of El

Mirage shall be named as an additional insured.

All insurance coverage shall be written through a carrier licensed in Arizona, or an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A- or above with policies and forms satisfactory to the City.

The Consultant shall submit to the City a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph within ten (10) days of award of this Contract. City shall not issue a "Notice to Proceed" until after Consultant has submitted the certificate of insurance to City. Insurance evidenced by the certificate shall not expire or be canceled or materially changed without thirty (30) days prior written notice to the City, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer.

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

2.25. COOPERATIVE PURCHASING

While this Contract is for the City of El Mirage, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of El Mirage, and with approval of the Contractor, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the Contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of El Mirage will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the Contractor may limit the Contractor's ability to extend use of this Contract. Any orders placed to the Contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of El Mirage shall not be responsible for any disputes arising out of transactions made by others.

2.26. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS

To the extent applicable under A.R.S. § 41-4401, Consultant warrants its and its subconsultants' 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). Consultant's or its subconsultants' breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City. The City retains the legal right to randomly inspect the papers and records of Consultant and its subconsultants to ensure that the Consultant and its subconsultants

are complying with the above-mentioned warranty.

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

2.27. SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

3. EXHIBIT A

SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

	SIGNATURE
J. Crystal Dyches	Diana Rodriguez, President
FULL NAME	**FULL NAME**
	8.25.25
DATE SIGNED	**DATE SIGNED**
City Manager	Contractor Arizona Superior Landscape LLC
TITLE	**TITLE**
SIGNATURE	**SIGNATURE**
	Jill A. Boltz
FULL NAME	**FULL NAME**
DATE SIGNED	**DATE SIGNED**
City Attorney	City Clerk
TITLE	**TITLE**

LANDSCAPE MAINTENANCE SERVICES

EM25-LSM02

City of El Mirage

10000 N El Mirage Rd

El Mirage, AZ 85335

City of
EL MIRAGE
Arizona
GRAND HERITAGE, BRIGHT FUTURE!

City of El Mirage
REQUEST FOR PROPOSAL
Landscape Maintenance Services

I. PROFESSIONAL SERVICES CONTRACT.....
II. AGREEMENT .....
III. EXHIBIT A .....

1. EXHIBIT A

1.1. Scope of Work

2.1. Project Specifications

LOCATION OF THE WORK:

All work is located within the City of El Mirage, Maricopa County, Arizona. Specific sites are shown on maps in Exhibit A.

PROPOSED WORK:

The contract work consists of all necessary labor, material, transportation services and equipment, to perform landscape maintenance and trash and litter pickup on a regular basis for City Parks per the City of El Mirage Landscape Maintenance Guidelines (latest version) and the contract specifications on the areas specified above and in Exhibit A.

CONTRACT TERM:

This Contract is a three (3) year contract and commences on July 1, 2025 and expires June 30, 2028. If renewed, contract is an annual contract from July 1, 2028 to June 30, 2030. Contract renewal shall be within 30 days of contract expiration.

The City of El Mirage may at it's sole option and with the consent of the Contractor, extend the period of this agreement up to two (2) additional years in one (1) year increments. The costs for any price increase for additional years must be mutually agreed upon by the City and the Contractor.

Either party has the right to cancel this contract without cause at any time with a 60 day written notice.

PERFORMANCE:

A. Contractor's Performance: The Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment and tools, chemicals, supplies and other accessories required to perform landscape maintenance in the City of El Mirage as designated in the Scope of Work. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.

B. Quality and Acceptability of Work: The Public Works Director, Parks & Recreation Director or designee shall decide all questions, which may arise as to the quality and acceptability of any work, performed under the contract. If, in the opinion of the Public Works Director, Parks & Recreation Director or designee, performance becomes unsatisfactory, the City of El Mirage shall notify the Contractor, its authorized representatives or agents in writing.

C. Contacting The Contractor: The Contractor must have a telephone number where it can be contacted immediately anytime during a twenty- four (24) hour period and the Contractor must call back within sixty (60) minutes of the originating call.

TYPE OF SUPERVISION:

A. The Contractor shall provide supervision for each shift of work to assure competent performance of the work during the scheduled hours.

B. The Contractor or authorized agent will make daily routine inspections to ensure that the work is performed as required by this Contract.

C. The Contractor's Job Manager and Supervisors must be literate and fluent in the English language because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. All on-site supervisors must also be literate and fluent in the primary language of the landscape staff.

D. The Supervisor/Crew Leader on-site shall have the knowledge and ability to train and direct crew members in correct landscape maintenance practices and ensure they adhere to the City of El Mirage Landscape Maintenance Guidelines (latest version) and contract standards and specifications.

INSPECTIONS:

A. The Public Works Director, Parks & Recreation Director or designee will conduct random daily inspections of the areas covered under this Contract.

B. The Public Works Director, Parks & Recreation Director or designee shall conduct joint inspections with the Contractor of each location on a monthly basis. The date and time shall be mutually agreed upon.

CONDITION OF LANDSCAPE AREAS:

The Public Works Director, Parks & Recreation Director or designee and the Contractor will inspect the areas under the contract one (1) week prior to the Contract start date to agree on the acceptance of the areas in the condition at the time of the inspection.

NON-COMPLIANCE CONDITIONS AND REQUIRED REMEDIES SCHEDULE:

A. Failure by the Contractor to provide routine landscape service as specified in the contract documents or to comply with the contract specifications or the City of El Mirage Landscape Maintenance Guidelines (latest version), which are incorporated herein by this reference, will result in the issuance of a Notice of Non-compliance by the Public Works Director, Parks &

Recreation Director or designee. If the Public Works Director, Parks & Recreation Director or designee hand-delivers or faxes a Notice of Non-compliance to the Contractor, the Contractor will have twenty-four (24) hours to respond to and correct the non-compliance, unless the Notice of Non-compliance states a different time for Contractor to achieve compliance.

B. If Contractor fails to correct a non-compliance within twenty-four (24) hours, or such other time as set forth in the Notice, of Contractor's receipt of the Notice of Non-compliance by hand-delivery or facsimile, the City shall be entitled to deduct the prorated share of the areas not in compliance from any payments due Contractor, based on the Contractor's price quoted in the bid price sheets. The City may also exercise its right to either perform the work itself or use another City approved landscape maintenance contractor to perform the work. The cost of any work done in this manner will be deducted from the monthly billing in addition to the prorated deduction for unfinished work. These actions will in no way alleviate the responsibility of the Contractor to continue the maintenance of the sites once the area has been recovered.

C. Contractor recognizes, acknowledges and understands that its failure to comply with the service requirements and specifications set forth below will result in financial loss and damage to the City and that the City's ability to prove the actual amount of such damage and loss will be expensive and difficult. Therefore, instead of requiring proof of the actual amount of such damage and loss, Contractor and City hereby agree that as liquidated damages, and not as a penalty or forfeiture, Contractor shall pay to City, as a deduction from any amounts owed by City to Contractor, the amounts set forth below for the violations specified.

1. No Picture I.D. or uniform as required: $10.00/per incident
2. Trash and Litter: $100/per incident/per area. If the Contractor does not fulfill the Scope of Work for trash and litter removal and the Contractor has left the site, two (2) hours will be the maximum allowable time for return and completion of the task. This condition does not apply to vehicular accidents, storm damage, or other events where the Contractor has no control (i.e. newspapers blow out of a truck and into the landscaped area). This paragraph covers the weekly trash and litter pickup required in the contract.
3. Trees, Shrubs, and Groundcover: $150/per day/per area until the area is back in compliance. If any tree(s) or shrub(s) are pruned, raised, or removed contrary to the scope of work described in the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) without permission from the Public Works Director, Parks & Recreation Director or designee, the Contractor shall, at their sole expense, provide compensation for and/or replacement of the tree(s) or shrub(s) subject to the sole discretion of the Public Works Director or designee.
4. Weeds: $150/per day/per area until the area is back in compliance.
5. Turf Areas: $150/per day/per area until the area is back in compliance.

6. General Landscape Maintenance: $100/per day/per area until the area is back in compliance. This includes any work specified by the contract documents or the City of El Mirage Landscape Maintenance Guidelines (latest version) not covered under other areas of this Section.

7. Equipment and/or Employees: Any equipment and/or employees not meeting the standards and conditions set forth in the contract documents or City of El Mirage Landscape Maintenance Guidelines will be required to leave the job site until basic work standards are met. This shall not alleviate the Contractor from fulfilling its responsibility to adhere to the schedule established with the Public Works Director, Parks & Recreation Director or designee.

8. Contractor shall not be subjected to deductions that exceed their monthly service rate.

DEFINITION OF TRASH AND LITTER:

Any item not installed as part of the landscape or hardscape at the time the Contractor began the contract. Additionally, it will cover any and all trash or litter, which may have been, windblown and includes such things as cigarette butts and tumbleweeds.

DUMPING AND DISPOSAL OF WASTE:

The Contractor is responsible for the cost to dispose of all waste products including excess earth material. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Public Works Director, Parks & Recreation Director or his designee.

PUBLIC CONVENIENCE AND SAFETY:

The contractor shall at all times conduct his work as to assure the least possible obstruction to traffic and adjacent residents. The contractor shall provide for the safety, convenience, and the protection of persons and property of the general public and residents along the street, and all areas adjacent to the work area.

Whenever the Contractor's operations create a condition potentially hazardous to the public, they shall furnish such flaggers and safety devices as necessary to give adequate warning to the public of any potentially hazardous conditions. Flaggers and safety devices used for traffic control shall conform to applicable City, county, state, and federal requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the inspector may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the City. Should the City point out the inadequacy of warning and protective measures, such an action of the City shall not relieve the Contractor from any responsibility for public safety and abrogate his obligation to furnish and pay for those devices. Nothing in this section is intended, nor shall be construed, to abrogate the Contractor's sole and ultimate responsibility for performing the operations pursuant to this agreement in a safe

manner. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

Two lanes of traffic on major streets shall be maintained open for traffic at all times. Local access shall be maintained at all driveways.

A. SCHEDULING OF WORK: The nature of this work may require scheduling work at times which will least impact traffic. This may include weekend and/or night work. Under no circumstances will the Contractor be allowed to impede vehicular or pedestrian traffic, without written permission from the Public Works Director, Parks & Recreation Director or designee.

The Public Works Director, Parks & Recreation Director or designee shall work with the Contractor to establish a written schedule. The Public Works Director, Parks & Recreation Director or designees will have the authority to change this schedule with two (2) weeks written notice.

PLEASE NOTE, it is very important for the Contractor to stay on schedule and to visit the sites during the hours and dates mentioned in the schedule. Any deviation from the schedule may result in a letter of non-compliance from the City of El Mirage requiring immediate action from the Contractor to remedy the situation. Any work not completed will be deducted from the monthly bill.

SAFETY DATA SHEETS:

A. Contractor shall furnish to the City of El Mirage a list and copies of the Safety Data Sheets (SDS), for all products used in the City on an annual basis. In addition, each time a new chemical product is introduced, a copy of that product's SDS must be provided to the Public Works Department prior to the product being used in the City.

B. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.

IRRIGATION CONTROLLERS:

The Contractor **is not** responsible for any repair, maintenance or replacement of the irrigation controllers. The setting of watering schedules for any irrigation controllers is the responsibility of City personnel. The Contractor **is** required to submit to the Public Works Director, Parks & Recreation Director or designee all requests for watering schedule changes, and recommendations.

CORNER VISION:

Within the triangle formed by connecting the ends of the respective fifty (50) foot distances as illustrated in the drawing, all the hedges, shrubbery and other plantings shall be limited to a height of two (2) feet above the elevation of the nearest edge of pavement at the said intersecting streets. Trees located within the fifty (50) foot clear distance are to have the foliage cleared to a height of eight (8) feet above the ground. (See Exhibit C)

EQUIPMENT:

A. The Contractor shall use trucks and vehicles licensed in the State of Arizona and equipped with a warning light(s) on top of the cab, which is clearly seen from a distance no less than 500'. All vehicles shall be clearly marked with the name of the company and phone number. All permanent lettering shall be a minimum of 2",

B. Power blowers shall not be used to move dirt and dust.

C. Employees shall wear uniforms or other marked clothing clearly identifying the Contractor's name.

D. Employees shall wear reflective safety vests or shirts while working on all phases of this contract.

E. The supervisor of each crew shall wear a badge clearly identifying their name and the company name.

F. Uniforms and steel-toed shoes are specifically required. No shorts, except those used as part of a uniform, or tennis/running shoes are accepted. No devices will be allowed nor any apparatus which may impede hearing or sight other than earplugs or safety glasses.

G. No loud stereos or radios on sites.

ADDITIONAL WORK

A. Ordering Work

Furnish all labor, material, equipment and tools of the trade on a job order basis for additional landscape services in the public rights-of-way and on public properties in the City.

1. When contacted, Contractor shall provide the City with a written cost estimate for each project.
    i. Estimates shall be itemized where applicable.
    ii. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the Public Works Director, Parks & Recreation Director or designee for approval. Such notification will occur quickly enough so as not to delay any project underway.
2. If contacted, the Contractor must return calls within 24 hours to give customers availability and pricing information. Contractors who consistently fail to return calls or consistently refuse work requests (too busy/over booked) may be terminated from the contract.

3. Contractor shall proceed with work only upon obtaining an Off-site / ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City of El Mirage permit fees.

SCOPE OF WORK:

A. GENERAL

1. Scheduling work with the Public Works Director, Parks & Recreation Director or designee.
2. Landscaped areas shall be raked as needed. All sites shall be raked in their entirety a minimum of once per quarter
3. Trash and litter pickup weekly, excluding weekends and Holidays. It also includes picking up any dog waste and emptying the waste receptacles at the dog parks and refilling the bag dispensers.
4. All trash receptacles need to be emptied when they are half full, with new bags installed. Trash receptacles also need to be wiped down on a weekly basis to keep them clean and presentable.
5. Trimming all shrubs and ground cover that touch walkways and curbs as needed.
6. Removing all dead vegetation as it appears on shrubs and ground cover as needed.
7. All median sight lines clear and in accordance with Maricopa Association of Governments (MAG) specifications and City Code for appropriate traffic triangle.
8. The City staff will maintain all irrigation systems to include backflow devises, controllers, wiring, main lines, valves, lateral lines, heads, and emitters. The City staff will also set all irrigation clocks.
9. The Contractor is required to notify the Public Works Director, Parks & Recreation Director or designee of any irrigation problems that they encounter, especially as they pertain to the health of the plant, trees, or turf care within 24 hours of discovery.
10. The Contractor shall remove and dispose of all trash, litter, and plant debris on the same day.
11. Playground surfaces shall be maintained as needed. Sand, wood chips, or other materials shall be raked and fill in any low areas underneath the play equipment.
12. All suckers, pups, offshoot of on existing plant, or any plant growing that was not part of the original

landscaping is considered a weed and shall be removed as soon as it is seen.

B. TREES

1. The City of El Mirage adheres to all standards for pruning stipulated by the American National Standards Institute (ANSI) 300, and taught through the ACLP program. All pruning of trees shall require work and/or direct supervision done by an arborist, certified tree worker, or certified ACLP member.
2. Contractor is responsible for replacing tree stakes as needed that are damaged or broken. All staking will be done to City of El Mirage Standards.
3. Any damage to trees shall be reported to the Public Works Director, Parks & Recreation Director or designee.
4. All "suckers" are to be pruned off of trees as they appear.
5. All trees are to be trimmed to maintain an eight (8) foot clearance (ground to bottom of canopy) over sidewalks, benches, tables, barbeques, etc. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
6. All trees are to be trimmed not to interfere with traffic. Tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
7. All trees are to be trimmed to maintain a three (3) foot clearance above playground equipment, ramadas, or other large permanent structures. Minor trimming is allowed to clear objects but in general tree canopies are to be elevated evenly to the standards specified in the Proposal documents.
8. Annual tree thinning of all trees in city-owned or maintained properties and right-of-way areas will be completed by the contractor.
9. All palms and date palms will be pruned once annually as directed by the Public Works Director, Parks & Recreation Director or designee.

C. WEEDS

1. Weeds are any plants in the landscape that are growing in an unwanted area. These include annuals and perennials growing in areas where they were not specifically planted. These areas include but are not limited to other plants, irrigation devices, paths and walls and any cracks in sidewalks, curbs and gutters.
2. Weeds growing in and around other plants shall be removed by hand.

3. Weeds shall be removed as soon as they become visible. Weeds in open areas will be killed and removed by means of herbicides and/or manual pulling.
4. A pre-emergent herbicide shall be sprayed on all non-turf landscaped areas a minimum of once per year to help keep weed growth to a minimum.
5. All spraying of herbicides will be performed when weather conditions are not conducive for drift or moving offsite. All herbicide applications will be made in accordance with the label instructions governing their use. Records will be kept on pests identified and treatment(s) rendered for control.
6. All herbicides, including post-emergent and pre-emergent products that will be used by the Contractor must be submitted and approved by the Public Works Director, Parks & Recreation Director or designee prior to application of the product.
7. Herbicides used shall be listed and logged and the list must be given to the Public Works Director, Parks & Recreation Director or his designee on a monthly basis.

D. SHRUBS, GROUND COVER

1. All shrubs and ground cover shall be trimmed and maintained behind all sidewalks and curbs. All shrubs and ground cover shall be maintained in an orderly fashion, defined as not allowing the ground cover to grow vertically into the shrub canopy. Branches should be selectively pruned to avoid exposing woody material.
2. Shrubs and ground cover shall be trimmed and maintained to a size proportionate to the area where they are planted. Example, shrubs in a small traffic-calming median shall be trimmed and maintained to a small size proportionate to the size of the median. Other areas shall include but are not limited to small planters or landscaped areas between the sidewalks and curb. Branches should be selectively pruned to avoid exposing woody material.
3. The Contractor shall remove all debris and tarps prior to moving on to the next site.
4. All pruning will be as specified in the City of El Mirage Landscape Maintenance Guidelines (latest version) and the Master Gardeners Manual published by the University of Arizona, Maricopa County Extension Office. This can be found on their website (cals.arizona.edu).
5. Shrubs in designated areas were planted to screen or protect walls/areas and are not to be cut back annually. The successful proposer will be shown the specific areas at the start of the contact.

E. IRRIGATION

1. The Contractor shall not be responsible for repair and maintenance of any irrigation lines unless specified work is requested by the City of El Mirage.
2. The Contractor is not responsible in the case of damage caused by an accident not caused by the Contractor. The Contractor shall notify the Public Works Director, Parks & Recreation Director or designee when damage is discovered.
3. The main lines, vacuum breakers, irrigation clocks, and valves shall remain the responsibility of the City, unless it is agreed in writing that the Contractor assume responsibility for a particular area.
4. Any problems observed by the Contractor, such as valves not functioning properly or lack of water, should be reported to the Public Works Director, Parks & Recreation Director or designee immediately in writing (Fax is acceptable).
5. The Contractor shall be responsible for any and all plant material that may have died or was seriously injured if, in the opinion of the Public Works Director, Parks & Recreation Director or designee, was neglected by the Contractor. Neglect would be recognized as anything other than a documented problem with the main line or the irrigation clock. In this event the Contractor shall replace all plant material, at their sole expense, and warranty it for a period of one year. All plant material replaced shall be of similar size and species.

F. TURF AREAS

1. Collect litter from all turf, shrub beds, and garden area hard surfaces prior to commencing mowing operations.
2. Sweep, rake or blow excessive clippings from all turf areas, patios, sidewalks, curb lines and roadways
3. Trim all turf areas adjacent to trees, tree wells, shrubs, flowerbeds, fences, patios, walls, fire hydrants, walkways, trees, light standards, posts and all other areas where trimming is required. Trimming shall be done so that the turf is not gouged, scalped, or damaged. String trimming shall be performed where the trimmed surface is the same as the mower height. Do not allow string to contact tree trunks.
4. Contractor is responsible for any damages incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City.
5. Edge all sidewalks and other hardscaping with a bladed edger (no string trimmers) so that these areas present a neat, clean-cut appearance at all times.
6. Mowing shall be with a (reel/rotary/or mulching) mower. Clippings will be left on the turf as long as no readily visible clumps remain on the turf surface after mowing. Otherwise, large

clumps of clippings will be distributed by mechanical blowing, raking, or collected and removed by the contractor.

7. Turf to be mowed per the Mowing Schedule (Exhibit B). Turf shall not be cut closer than 1" nor shall it be longer than 1-1/2 inches in height after each cutting unless directed by the Public Works Director, Parks & Recreation Director or designee. The mower blades shall be kept sharp to prevent shredded tips that turn brown. Matching mower heights are required if multiple mowers are used.
8. Aerate all compacted areas of formal turf once annually in the spring when turf is well established. Aerate with a vertically operating core aerator utilizing shaft mounted 1/2" hollow tines. Cores shall be made 4" on center to a 3" depth. Vacuum plugs.
9. Remove any thatch over 1/2 inch in depth from turf areas once annually in the spring.
10. The contractor will inspect turf areas each visit for indications of pest/weed problems and advise the client or representative of such problems. Upon confirmation of a specific problem requiring treatment, pesticides/herbicides will be applied as needed to eradicate and prevent the problem from spreading, whenever possible, using the least toxic, effective pesticide/herbicide.
11. All spraying of pesticides and fertilizer applications will be performed when weather conditions are not conducive for drift or moving offsite. Pesticide/herbicide applications will be made in accordance with the label instructions governing their use.
12. No pesticide/herbicide will be applied to turf areas without the express approval of the City. This includes weed and feed formulations. Records will be kept on pests identified and treatment(s) rendered for control.
13. Monitor all turf for infestation of harmful insects. Apply pesticides only to specific areas where infestations have been identified by the Contractor and pose significant risks to the health and appearance of turf.
14. Apply Bermuda seed to declining turf at a rate of 1 to 2 pounds per 1,000 sq. ft. in the spring for recovery. The contractor is responsible for bringing the new turf to maturity. The contractor shall coordinate seed application with City staff so proper water scheduling can be programmed.
15. Overseed selected park turf areas in the fall annually. This will be done at a minimum rate of 10lbs per 1,000 square feet. Overseeding schedules will be coordinated by city staff, YMCA designee & the contractor.
16. Apply pre-emergent herbicide for broad leaf weeds to turf in September *only if the turf is not to be over-seeded*.

17. A Bid item in the contract is to over-seed turf areas in the fall. Use seeding rate per the City of El Mirage Landscape Maintenance Guidelines (latest version).