CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
NOVEMBER 15, 2022

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance through other technological means.

MAYOR DEASY
VICE MAYOR SWEET
COUNCILMEMBER ASLAN
COUNCILMEMBER HOUSE
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Veterans Brain Health Awareness Day

6. COUNCIL LIAISON REPORTS

7. APPOINTMENTS

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that the City Council may vote to go into executive session, which will not be open to the public, for the purpose of discussing or considering employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee, or employee of any public body...., pursuant to A.R.S. §38-431.03(A)(1).

A. **Consideration of Appointments:** Heritage Preservation Commission.

STAFF RECOMMENDED ACTION:

Make two PROFESSIONAL appointments to terms expiring December 2024.
Make two HISTORIC PROPERTY OWNER appointments to terms expiring December 2025.
Make one AT-LARGE appointment to a term expiring December 2025.

8. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. **Consideration and Approval of Contract:** Professional Engineering Airport Planning Services Contract with Coffman and Associates for the Environmental Airside/Landside Documentation in the amount not to exceed $750,000.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Planning Services Contract with Coffman & Associates for the Environmental Airside/Landside Documentation in the amount not to exceed $750,000 with a contract time of 365 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of a Cooperative Purchase Contract:** Approve the Cooperative Purchase Contract for a Vacuum Excavator in the amount of $99,184.06 from Empire Southwest, LLC on a National Intergovernmental Purchasing Alliance cooperative purchase agreement (Contract #161534-01).

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for a Vacuum Excavator in the amount of $99,184.06 from Empire Southwest, LLC, on a National Intergovernmental Purchasing Alliance cooperative purchase agreement (Contract #161534-01); and
2. Authorize the City Manager to execute all necessary documents.

C. **Consideration and Approval of Contract:** Approve the Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford for the purchase of One (1) 2022 Ford Expedition 4x4 in the amount of $57,139.93 through an Arizona State cooperative contract.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract to PFVT Motors, LLC DBA Peoria Ford for the purchase of One (1) 2022 Ford Expedition 4x4 in the amount of $57,139.93 through an Arizona State cooperative contract; and
2. Authorize the City Manager to execute all necessary documents.

9. ROUTINE ITEMS

A. **Consideration and Adoption of Resolution No. 2022-51 and Ordinance No. 2022-27:** A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-19-00248 Updates to Zoning Code - Outdoor Lighting Standards" and an Ordinance of the City Council of the City of Flagstaff Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Outdoor Lighting Standards.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2022-51
2) Read Ordinance No. 2022-27
3) City Clerk reads Ordinance No. 2022-27 by title only (if approved above)
4) Adopt Ordinance No. 2022-27

B. **Consideration and Adoption of Ordinance No. 2022-28:** An Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Section 10-90.40.030 Rural Floodplain Map, to change the map designation of approximately 7.76 acres of real property from Rural Floodplain to Urban Floodplain on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street; providing for severability and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-28 by title only for the final time
2) City Clerk reads Ordinance No. 2022-28 by title only (if approved above)
3) Adopt Ordinance No. 2022-28

C. **Consideration and Adoption of Ordinance No. 2022-30:** An ordinance amending City Code to align City Code and industrial discharge permits with the language in Environmental Protection Agency (EPA) 40, and Code of Federal Regulations (CFR) 403.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-30 by title only for the final time
2) City Clerk reads Ordinance No. 2022-30 by title only (if approved above)
3) Adopt Ordinance No. 2022-30

D. **Consideration and Approval of Contract:** Approve Change Order No. 16 with Shephard Wesnitzer, Inc. in the amount of $151,200.00 and a 470 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract.

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 16 with Shephard Wesnitzer, Inc. the amount of $151,200.00 and a 470 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract; and
2. Authorize the City Manager to execute the necessary documents.

10. PUBLIC HEARING ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-32:** An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 12, Floodplains, Chapter 12-02, Stormwater Management Utility, by amending Section 12-02-002-0003, Schedule of Stormwater Management Utility Service Charges and Fees; providing for repeal of conflicting ordinances, severability, penalties, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 15, 2022 Council Meeting:
1) Open the Public Hearing
2) Read Ordinance No. 2022-32 by title only for the first time
3) City Clerk reads Ordinance No. 2022-32 by title only (if approved above)
At the November 29, 2022 Council Meeting:
4) Continue the Public Hearing
6) Read Ordinance No. 2022-32 by title only for the final time
7) City Clerk reads Ordinance No. 2022-32 by title only (if approved above)
8) Adopt Ordinance No. 2022-32

11. REGULAR AGENDA

A. **Consideration and Adoption of Ordinance No. 2022-31:** An Ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,237 square feet of public right-of-way at the northwest corner of Fountaine Street and Hoskins Avenue; providing for delegation of authority, repeal of conflicting ordinance, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 15th, 2022 Council Meeting:
1) Read Ordinance No. 2022-31 by title only for the first time
2) City Clerk reads Ordinance No. 2022-31 by title only (if approved above)
At the December 6th, 2022 Council Meeting:
3) Read Ordinance No. 2022-31 by title only for the final time
4) City Clerk reads Ordinance No. 2022-31 by title only (if approved above)
5) Adopt Ordinance No. 2022-31

B. **Consideration and Adoption of Ordinance No. 2022-24:** an ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Milton Road and University Avenue Right-of-Way Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 15, 2022, Council Meeting:
1) Read Ordinance No. 2022-24 by title only for the first time
2) City Clerk reads Ordinance No. 2022-24 by title only (if approved above)
At the December 6, 2022, Council Meeting:
3) Read Ordinance No. 2022-24 by title only for the final time
4) City Clerk reads Ordinance No. 2022-24 by title only (if approved above)
5) Adopt Ordinance No. 2022-24

C. **Consideration and Adoption of Resolution No. 2022-54:** A resolution adopting the 2023 Revised Stormwater Credit Manual.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-54 by title only for the final time
2) City Clerk reads Resolution No. 2022-54 by title only (if approved above)
3) Adopt Resolution No. 2022-54

D. **Consideration and Adoption of Resolution No. 2022-53:** A resolution approving the Second Amendment to the Intergovernmental/Third-Party Agreement between the City of Flagstaff, Coconino County and Paw Placement of Northern Arizona dba High Country Humane for Animal Sheltering Services

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-53 by title only
2) City Clerk reads Resolution No. 2022-53 by title only (if approved above)
3) Adopt Resolution No. 2022-53

E. **Consideration and Adoption of Resolution No. 2022-55:** A resolution of the City Council of the City of Flagstaff adopting the City Council Holiday Display Policy for the City of Flagstaff.

STAFF RECOMMENDED ACTION:

1) Consider and Read Resolution No.2022-55 by title only
2) City Clerk reads Resolution No. 2022-55 by title only (if approved above)
3) Consider and adopt Resolution No.2022-55

12. DISCUSSION ITEMS

A. Thorpe Park Annex Updated Concept

STAFF RECOMMENDED ACTION:

On October 25, 2022, a robust conversation was held with City Council providing detailed direction and feedback bringing forward this updated concept of Thorpe Park Annex for future approval.

B. Discussion regarding adult use marijuana retail sales.

STAFF RECOMMENDED ACTION:

Receive direction from Council regarding whether to allow adult use only marijuana retail sales to operate in Flagstaff.

13. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. **Future Agenda Item Request (F.A.I.R.):** A Citizens' Petition to adopt Option 2 of the proposed culvert improvements at HWY 180 and Schultz Creek to complement the Schultz Creek detention basin and provide relief to flood-beleaguered and vulnerable neighborhoods and use available funds and strive for completion before the 2023 monsoon season to protect people and property

STAFF RECOMMENDED ACTION:

Council direction.

14. PUBLIC PARTICIPATION

15. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

16. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Fobar, Deputy City Clerk
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration of Appointments: Heritage Preservation Commission.

STAFF RECOMMENDED ACTION:

Make two PROFESSIONAL appointments to terms expiring December 2024.
Make two HISTORIC PROPERTY OWNER appointments to terms expiring December 2025.
Make one AT-LARGE appointment to a term expiring December 2025.

Executive Summary:

The Heritage Preservation Commission consists of seven citizens serving three-year terms. Two positions represent historic owners, two positions represent the professional industry, and three positions are at-large seats. The Heritage Preservation Commission locates sites of historic interest in the City, advises the City Council on all matters relating to historic preservation, and reviews development projects in the downtown design review district.

There are two professional seats, two historic property owner seats, and one at-large seat available for appointment. The commission currently has six seats expired with two vacant seats, so staff has recommended moving this appointment forward to ensure the commission can continue to meet quorum. Historically, it has been difficult to get professional and historic property owner applications to the Heritage Preservation Commission due to the nature of the applicants needed to satisfy the mandates. Staff recommends appointing five seats at this time. It is important to fill vacancies on Boards and Commissions quickly so as to allow the Commission to continue meeting on a regular basis. Please note that professionals and historic property owners can be appointed to at-large seats.

There are five applications on file for consideration by the Council, they are as follows:

- Abbey Buckham – Professional - (new applicant)
- Elizabeth Burcham – Professional - (new applicant)
- Shelli Dea - Historic Property Owner - (current commissioner)
- Caitlin Kelly – Historic Property Owner - (current commissioner)
- Duffie Westheimer –Historic Property Owner - (new applicant)

In an effort to reduce exposure to personal information the applicant roster and applications will be submitted to the City Council separately.

COUNCIL APPOINTMENT ASSIGNMENT: Councilmember Aslan, Councilmember House, Councilmember Shimoni, Vice Mayor Sweet, and Councilmember Salas.

Financial Impact:

These are voluntary positions and there is no budgetary impact to the City of Flagstaff.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

There is no Council goal that specifically addresses appointments to Boards and Commissions; however, boards and commissions provide input and recommendations based on City Council goals that may pertain to the board or commission work plan.

Has There Been Previous Council Decision on This:

None

Options and Alternatives:

1) Appoint five Commissioners: By appointing five members at this time, the Heritage Preservation Commission will be able to meet quorum, allowing the group to meet and provide recommendations to the City Council.

2) Postpone the action to allow for further discussion or expand the list of candidates.

Background/History:

The City's boards, commissions, and committees were created to foster public participation and input and to encourage Flagstaff citizens to take an active role in city government.

The Heritage Preservation Commission consists of two historic property owners, two industry professionals, and three at-large members. It will be up to the Council to make the determination of whether an applicant is qualified for a particular seat.

Community Involvement:

INFORM: The vacancies are posted on the City's website and individual recruitment and mention of the opening by Commission members and City staff has occurred, informing others of this vacancy through word of mouth.

Attachments: HPC Authority

CHAPTER 2-19
HERITAGE PRESERVATION COMMISSION

SECTIONS:

2-19-001-0001 ESTABLISHMENT OF THE COMMISSION
2-19-001-0002 MEMBERSHIP
2-19-001-0003 TERMS AND OFFICERS
2-19-001-0004 MEETINGS
2-19-001-0005 POWERS AND DUTIES

2-19-001-0001 ESTABLISHMENT OF THE COMMISSION:

There is hereby created a commission to be known as the Heritage Preservation Commission. (Ord. 2010-35, Amended, 11/16/2010)

2-19-001-0002 MEMBERSHIP:

A. The membership of the commission shall consist of seven (7) voting members. Additional members may be appointed in the future, if and when additional Historic Design Review Districts beyond the first district are created, to represent those additional districts and help develop and adopt design guidelines for those districts.

1. At least two (2) members must be professionals in the areas of architecture, history, architectural history, planning, or archaeology.

2. At least two (2) members shall be owners of locally designated historic properties or properties listed on the National Register of Historic Places.

3. At least three (3) members shall be from the general community.

4. Any member may satisfy more than one (1) of the above qualifications and any "professional" category may be filled by a person who is retired from that profession.

B. Appointed members shall have an interest in the history of the community and heritage preservation and be committed to represent not only their specific areas of expertise, but also the community at large. (Ord. 2005-08, Amended, 04/05/2005; Ord. 2007-07, Amended, 02/06/2007; Ord. 2010-35, Amended, 11/16/2010; Ord. 2014-28, Amended, 11/18/2014; Ord. 2015-22, Amended, 01/05/2016; Ord. 2016-33, Amended, 09/20/2016)

2-19-001-0003 TERMS AND OFFICERS:

A. Terms of appointment shall be three years, or until a successor is appointed.

B. A chairperson and vice-chairperson shall be elected from and by the voting membership of the Commission to serve one-year terms. A chairperson may serve no more than two consecutive terms as chairperson (exclusive of a term as vice-chairperson). Upon the conclusion of a second, consecutive term as chairperson, such commission member shall be ineligible to serve as either Chairperson or Vice-Chairperson until a calendar year has expired. (Ord. 2010-35, 11/16/2010)

2-19-001-0004 MEETINGS:

The Commission shall at a minimum hold at least one (1) regular meeting quarterly, but shall normally hold monthly meetings.

A quorum shall consist of four (4) voting members of the Commission. (Ord. 2005-08, Amended 04/05/2005; Ord. 2010-35, Amended, 11/16/2010; Ord. 2016-30, Amended, 07/05/2016)

2-19-001-0005 POWERS AND DUTIES:

A. The Commission may recommend to the City Council that properties be designated landmarks or historic design review districts, subject to the procedures and requirements of the adopted land use regulations and/or development code of the City of Flagstaff. See Title 10, Chapter 30 of the City Code for Purpose, Applicability, Procedures and Requirements.

B. The Commission shall increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.

C. The Commission shall advise and assist owners of landmarks or historic structures on physical and financial aspects of preservation, renovation, rehabilitation, and reuse.

D. The Commission shall make recommendations to the City Council concerning the utilization of federal, state, local or private funds to promote the preservation of landmarks and historic districts within the City.

E. The Commission may recommend acquisition of landmark structures by the City where:

1. Preservation is essential to the purposes of the Land Development Code;

2. Private preservation is not feasible, and where either imminent demolition is pending or, for a period in excess of one year, required maintenance of said

structures according to City Building Codes has not been accomplished due to deficiencies of ownership affecting maintenance; and

3. Where preservation of said structures is related to some other existing plan or report.

F. The Commission shall review and make decisions on any development application for a Certificate of Appropriateness and require the same plans to be submitted to the Development Review Board, plus applicable elevation drawings.

G. The Commission shall develop and adopt design guidelines for historic and non-historic structures within designated design review districts, or individual historic structures or landmarks, to assist property owners and developers in preservation, renovation, rehabilitation, and reuse of historic structures and others within designated districts. If there is more than one designated district, the Commission shall develop appropriate design guidelines for each district. The design guidelines, and major amendments thereto, shall be subject to a public hearing before the Commission, including notification of the property owners within the district to which they would apply, per procedures outlined in Section 10-30.30 of the City Code.

H. The Commission shall carry out other such duties as determined by the City Council; and present other recommendations the City Council deems pertinent. (Ord. 1857, Enacted, 02/07/1995; Ord. 1997, Amended, 06/15/1999; Ord. 2010-35, Amended, 11/16/2010)

8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Stacey Brechler-Knaggs, Grants, Contracts & Emergency Management Director

Co-Submitter: Brian Gall

Date: 11/07/2022

Meeting Date: 11/15/2022

TITLE:

Consideration and Approval of Contract: Professional Engineering Airport Planning Services Contract with Coffman and Associates for the Environmental Airside/Landside Documentation in the amount not to exceed $750,000.

STAFF RECOMMENDED ACTION:

1. Approve the Professional Planning Services Contract with Coffman & Associates for the Environmental Airside/Landside Documentation in the amount not to exceed $750,000 with a contract time of 365 calendar days; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Award of this Planning Services Contract ("Contract") will authorize the Airport Environmental Airside/Landside Documentation project to proceed.

The Contract will provide environmental planning support to the Flagstaff Pulliam Airport under Arizona Department of Transportation (ADOT), Multi modal Planning Division, Aeronautics Group, Grant No. E2S1F 01E.

The Consultant will prepare environmental studies and state and federal environmental compliance documentation for upcoming airside and landside development projects.

The contract provides that the parties will mutually agree upon the scope of work, deliverables, schedule and cost for any study, plan, or task (“work”) requested by City. The contract provides that the City Economic Vitality Director in consultation with the Airport Director, City Procurement and City Attorney’s office is delegated authority to approve the work, which may be processed like a task order and results in a contract amendment. The contract further provides that Economic Vitality Director, after similar consultation, is delegated authority to approve changes in the contractor’s hourly rates as a contract amendment.

Financial Impact:

The ADOT Grant for $675,000 will cover 90% of the cost for the Environmental Documentation and the City will cover the 10% match amount of $75,000, for a total project cost of $750,000. This project is budgeted in account 221-07-222-6310-0-4208.

Policy Impact:

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Safe & Healthy Community

- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.
- Promote physical health through providing recreation opportunities, parks, open space & multiple transportation options.

Sustainable, Innovative Infrastructure

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Provide effective management of and infrastructure for all modes of transportation.
- Provide effective management of and infrastructure for all modes of transportation.

Regional Plan

- Policy T.10.1. Maintain and expand Flagstaff Pulliam Airport as an important link to the national air transportation system.

Has There Been Previous Council Decision on This:

City Council approved the grant agreement with ADOT on 10/19/2022

Options and Alternatives:

1. Approve the Contract with Coffman and Associates for professional planning services.
2. Do not approve the Contract with Coffman and Associates for professional planning services and re-solicit for the services. Non-approval and resoliciting may jeopordize the grant funding.

Background/History:

The airport is looking to complete an Environmental Assessment for the airport to cover projects including movement of Taxi lane Whiskey, purchase of land in the Runway Protection Zone and additional work planned over the next 5 years. In addition, the planner could be utilized for other airport planning documents such as updates on Airport Layout Plan, Sustainability Master Plan, Airport Master Plan, Certification Manual, Airport Security Master Plan, Minimum Standards, Rules and Regulations, Safety Management System, Airport Safety Plan, as well as Title VII Civil Rights Plan, Disadvantaged Business Enterprise plans.

Key Considerations:

On March 15, 2022, Purchasing staff posted a Request for Statements of Qualifications (RSOQ 2022-61) for Professional Planning Services for Airport Environmental Documentation and Other Potential Future Projects. The RSOQ was posted on the PlanetBids electronic bidding website and advertised in the Arizona Daily Sun on March 20 and March 27, 2022.

The solicitation for the consultant resulted in one Statements of Qualification (SOQ) received by Purchasing staff on April 6, 2022. A Selection Committee of six members, including a licensed engineer, independently reviewed and evaluated the SOQs. Based upon the scoring of the written SOQ, the Selection Committee identified Coffman and Associates to be the most qualified Firm to perform the planning services for the Project. City staff commenced negotiations for a final scope of work and fee proposal to be provided by Coffman and Associates. Final overall score of the firm is as follows:
Coffman and Associates: 605

Attachments: Exhibit A - Scope of Work
Exhibit B - Fee Schedule
Exhibit E - FAA and ADOT Grant Provisions
2022-61 Airport Planner Contract

EXHIBIT A

SCOPE OF SERVICES
FOR AIRPORT ENVIRONMENTAL DOCUMENTATION
FOR AIRSIDE/LANDSIDE DEVELOPMENT PROJECTS
AT FLAGSTAFF PULLIAM AIRPORT

INTRODUCTION

The purpose of this Scope of Services is to identify the process and potential projects for which Coffman Associates (Consultant) will provide environmental support to the City of Flagstaff and Flagstaff Pulliam Airport (Sponsor) under Arizona Department of Transportation (ADOT), Multimodal Planning Division, Aeronautics Group, Grant No. E2S1F 01E. The City of Flagstaff has received this multi-year ADOT grant to prepare environmental studies and state and federal environmental compliance documentation for upcoming airside and landside development projects. Based on discussion with airport staff and the most recent Airport Capital Improvement Program submittal, the following projects are anticipated. This list is not intended to be all-inclusive, as environmental services for other projects may be needed over the life of the ADOT grant.

- Construct enhancements to the terminal building;
- Construct a terminal apron (commercial service ramp) drainage project;
- Acquire land from United States Forest Service (per the *Townsite Act*);
- Construct terminal apron expansion, including relocation of Taxilane W and the addition of "no taxi" islands to prevent direct runway access from the apron;
- Upgrade 4.5 miles of internal perimeter access road;
- Rehabilitate Taxiway W pavement, including application of a seal coat;
- Reconstruct Runway 3/21 pavement and install Runway 3 runway end identifier lights (REILs);
- Conduct airport-wide environmental inventories, which will inform future ADOT or FAA-required environmental documentation, as well as future airport master plan updates;
- Acquire new ARFF, snow removal, or other airport maintenance equipment;
- Relocate the Department of Public Safety hangar to allow future airport development; and
- Conduct other miscellaneous environmental-related tasks, as required by ADOT and/or the Federal Aviation Administration (FAA).

SCOPE OF SERVICES

The following process will be used to provide flexibility in meeting the airport's needs, while ensuring that accountability in the use of the grant funding is in place. For each project for which Consultant's environmental services are desired, the Consultant will provide the following, in writing, prior to receiving a written Notice to Proceed from the Sponsor:

1. Description of project to be evaluated

2. Project deliverables (and assumptions upon which the deliverables are based)

3. Estimated fee – Can be based on 1) actual time and expenses incurred by Consultant up to a not-to-exceed (NTE) amount, or 2) a negotiated, lump sum, fixed fee. (If a time and expenses NTE estimate is provided, Consultant's current billing rates will be specified. See **Exhibit B** for Coffman Associates' 2022 rates)

4. Anticipated project schedule

5. Identification of any needed subconsultants along with their project deliverables, estimated fees, and anticipated project schedule

The Consultant will bill the Sponsor monthly for any active projects. Payments shall also be at monthly intervals and within thirty (30) days of receipt of requisitions for payments from the Consultant. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without notification to the Consultant.

It is expressly understood that the Sponsor has the right to withhold payment on any invoice if they feel that the Consultant has not performed the requisitioned work efforts in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, the Sponsor must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice.

Note: Per coordination between the Sponsor and Consultant, there may be other projects that fall outside ADOT Grant No. E2S1F 01E. A Supplemental Agreement will be undertaken for these projects with a separate scope of services.

EXHIBIT B

COFFMAN ASSOCIATES, INC.
FEE SCHEDULE *
January 1, 2022 – December 31, 2022

Employee Category	**Hourly Rate**
Principal-In-Charge	$ 292.00
Senior Professional/Project Manager	$ 268.00
Professional	$ 158.00
Technical/Support	$ 120.00

Employee Category	**Daily Rate**
Principal-In-Charge	$ 2,336.00
Senior Professional/Project Manager	$ 2,144.00
Professional	$ 1,264.00
Technical/Support	$ 960.00

* This Fee Schedule shall be in effect until December 31, 2022. Following this date, a new Fee Schedule will be submitted.

Work not to exceed grant-approved budget based on actual project costs for environmental documentation in the amount of $750,000.

GRANT PROVISIONS

Sponsor: City of Flagstaff

Funding Agency: U.S. Department of Transportation, Federal Aviation Administration

AND

Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group

ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT), MULTIMODAL PLANNING DIVISION, AERONAUTICS GROUP - GRANT PROVISIONS

The Contractor and its Subcontractor shall comply with the following grant provisions;

Applicable Laws
Compliance with all applicable Federal, State, and Local laws and regulations, ordinances, policies, and advisory circulars.

Contractor
a) It is the responsibilities of the contractor to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule.
b) All contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S 32, Chapter 10.
c) Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the City of Flagstaff. These items shall be made available to the public. The Contractor is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
d) Any travel shall be reimbursable by the State only within the rules and cost in accordance with the State of Arizona Travel Policy.

Awards to debarred and suspended parties
The City will not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, ``Debarment and Suspension.''

Equal Employment Opportunity
Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees).

Compliance with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
(1) The Contractor will take all necessary affirmative steps to assure that minority firms,women's business enterprises, and labor surplus area firms are used when possible.
(2) Affirmative steps shall include:
(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the State grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for five years, in accordance with A.R.S. 35-214, after grantees or subgrantees make final payments and all other pending matters are closed.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the sponsor prefers to use different language, the sponsor's language must fully satisfy the requirements of §§ 200.333 and 200.336.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "Participation Goals for Minorities and Females". EAs and SMSAs span state boundaries. A sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The sponsor must incorporate this notice in any equipment project exceeding $10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles).

Professional Services – The sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds $10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.).

Property/Land – The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds $10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – MANDATORY TEXT. The sponsor must:

(a) Incorporate the text of this provision in its solicitations without modification.
(b) Incorporate the applicable minority participation goal and the covered area by geographic name.
(c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	**[*sponsor must insert established goal*]** Overall Goal 8.05%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **[*sponsor must insert* *state, county, and city*]**. Arizona, Coconino County, and City of Flagstaff.

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractor violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is now equal to $150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor | Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor | Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest;
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. Sponsors desiring a Type 1 or Type 2 waiver must submit their waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist. The FAA cannot review waiver requests with incomplete information. Sponsors must assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received a nationwide waiver from the Buy American Preference requirements or that fully meet the Buy American requirements. The Nationwide Buy American Waiver List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require additional submittal of domestic content information under a project specific Buy American Preference waiver.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured

goods. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate "Certificate of Buy America Compliance" in the solicitation:

- Projects for a facility (buildings such as terminals, snow removal equipment (SRE) buildings, aircraft rescue and firefighting (ARFF) buildings, etc.) – Insert the Certificate of Compliance Based on Total Facility.
- Projects for non-facility development (non-building construction projects such as runway or roadway construction or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 SOLICITATION CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts *regardless* of funding source.

Use of Provision – **MANDATORY TEXT**. There are two separate general civil rights provisions —one that is used for contracts, and one that is used for lease agreements or transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification into the contract, or the lease or transfer agreement.

A5.3 CONTRACT CLAUSE (Use the Correct Clause for the Situation)

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Clause that is used for Lease Agreements or Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The (tenant/concessionaire/lessee) agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the (tenant/concessionaire/lessee) transfers its obligation to another, the transferee is obligated in the same manner as the (tenant/concessionaire/lessor).

This provision obligates the (tenant/concessionaire/lessee) for the period during which the property is owned, used or possessed by the (tenant/concessionaire/lessee) and the airport remains obligated to the

Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	**The Sponsor must include the contract clause in:**	**Clause Text is Included in Paragraph**
Title VI Solicitation Notice – • Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30d of the Airport Sponsor Assurances	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All sponsor proposals for negotiated agreements **regardless of funding source.**	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.1 of the Airport Sponsor Assurances	Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities) It has been determined that service contracts with utility companies that are not already subject to nondiscrimination requirements must include this clause.	A6.4.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Required Clause for Property Interests Transferred from the United States • Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.3 of the Airport Sponsor Assurances	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor. This is a rare occurrence and it will be the responsibility of the United States government to include the clause in the contract.	A6.4.2
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program – • Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.4a of the Airport Sponsor Assurances	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility.	A6.4.3
Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program • Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.4b of the Airport Sponsor Assurances	In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program This applies to agreements such as leases of concession space in a terminal.	A6.4.4
Title VI List of Pertinent Nondiscrimination Acts and Authorities • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.2 of the Airport Sponsor Assurances	Insert this list in every contract or agreement, unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. **This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.**	A6.4.5

A6.3 SOLICITATION CLAUSE

The sponsor must include this clause in:

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
2) All sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.2 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (***Title of Sponsor***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), for the **(Airport Improvement Program or other program for which land is transferred),** and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (***Title of Sponsor***) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (***Exhibit A attached hereto or other exhibit describing the transferred property)*** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (***Title of Sponsor***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease,

license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed $150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding $100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – **MANDATORY TEXT.** Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC 874 and 40 USC 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g. SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Use of Provision – **MANDATORY TEXT.** 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. Architectural/Engineering (A/E) firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "contractor" for "consultant" in such instances.

A9.3 CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP that exceed $ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g. SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Fencing Projects – Fencing projects that exceed $2,000 must include this provision.

Use of Provision – **MANDATORY TEXT.** 29 CFR part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau,

withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects. The sponsor accomplishes this by:

1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A11.3 SOLICITATION CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY

A sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§ 26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (§ 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in each prime contract, and
3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. *Solicitations with a DBE Project Goal* – No mandatory language provided. 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.

2. *Solicitations Relying on Race-gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.

3. *Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED**. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.

4. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

Information Submitted as a matter of bidder responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at $3,500).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements.

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements of 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.,* as amended)

A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the sponsor level.

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A16.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment – The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles).

Professional Services – The sponsor must include contract and specification language into all professional service agreements as required above.

Property – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – **MANDATORY TEXT.** 41 CFR § 60-1.4 provides the mandatory ***contract*** language. 41 CFR § 60-4.3 provides the mandatory ***specification*** language. The sponsor must incorporate these clauses without modification.

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

> *Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 USC § 201.The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* | *Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* | *Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding $100,000.

Use of Provision – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A18.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

41 CFR § 60

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 41 CFR § 60.

A19.3 CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

A21.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

A21.3 CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A22.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A22.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR part 41

A23.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 CFR part 41.

A23.3 CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A24.2 APPLICABILITY

The sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A24.3 CONTRACT CLAUSE

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

> **Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.
>
> **Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A25.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default – **MANDATORY TEXT.** Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – No mandatory text provided. The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services, and Property – No mandatory text provided. The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A25.3 CONTRACT CLAUSE

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.3.2 Termination for Default

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions

necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – MANDATORY TEXT. 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans (as defined under § 47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A27.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

FEDERAL CERTIFICATIONS

- A4 - Buy American Preference - Title 49 U.S.C., § 501101
- A11 - Suspension and Debarment Requirement For All Contracts Over $25,000 – 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5
- A12 - Disadvantaged Business Enterprise Participation – 49 CFR part 26
- A18 – Lobbying and Influencing Federal Employees – 31 USC § 1352 Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A
- A26 - Trade Restriction Certification – 49 USC § 50104, 49 CFR part 30

A4 - CERTIFICATE OF BUY AMERNCIAN COMPLIANCE-MANUFACTURED PRODUCTS

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

AIRPORT DRAINAGE PLAN IMPROVEMENTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers

Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A11 - CERTIFICATION OF LOWER TIER CONTRACTORS REGRADING DEBAREMENT

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

AIRPORT DRAINAGE PLAN IMPROVEMENTS

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

_____	_____
Date	Signature
_____	_____
Company Name	Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A12 - ASSURANCE OF DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

AIRPORT DRAINAGE PLAN IMPROVEMENTS

To meet the mandated requirements of the United States Department of Transportation, 49 CFR Part 26, the assurance below shall be signed by the bidder and submitted with the bid.

BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 CFR PART 26 RELATING TO DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment **within five days after bid opening**.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Flagstaff to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from City of Flagstaff. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Flagstaff. This clause applies to both DBE and non-DBE subcontractors.

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract for which this proposal is submitted and that bidder, if the contract is awarded to bidder, will have a **DBE participation of _____ percent** of the amount of this bid. Bidder further gives assurance that bidder has submitted the documentation required by said Regulations and the contract specifications, including the Listing of Disadvantaged Business Enterprises with which the bidder will subcontract if the contract is awarded and if bidder is unable to meet the contract goals for DBE participation, and the steps bidder has taken to obtain DBE participation.

The Overall Current DBE Goal is 8.05% **Race Conscious 0% / Race Neutral 8.05%**

Date	Signature
Company Name	Title

NOTE: Bidder shall insert the percentage for DBE participation even if the percentage is less than the contract goal. A bid that fails to meet these requirements may be considered grounds for rejecting the bid.

A18 – LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

AIRPORT DRAINAGE PLAN IMPROVEMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Date	Signature
Company Name	Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

A26 - TRADE RESTRICTION CERTIFICATE TO BE INCLUDED IN ALL SOLICITATIONS, CONTRACTS, AND SUBCONTRACTS

PULLIAM AIRPORT
FLAGSTAFF, ARIZONA

D AIRPORT DRAINAGE PLAN IMPROVEMENTS

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the

Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Date	Signature
Company Name	Title

NOTE: Failure to complete the blanks may be grounds for rejection of the bid.

CONTRACT FOR PROFESSIONAL SERVICES
Contract No.: 2022-61

The Contract is entered into this _____ day of _____, 20___ by and between the City of Flagstaff, a political subdivision of the State or Arizona ("City"), and Coffman Associates, Inc. an Arizona corporation ("Firm").

WHEREAS, the City desires to receive and Firm is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Firm (the "parties") agree as follows:

SERVICES

1. Scope of Work: Firm shall provide the professional services generally described as follows:

PROFESSIONAL PLANNING SERVICES
FOR
AIRPORT ENVIRONMENTAL DOCUMENTATION FOR LANDSIDE/AIRSIDE

and as more specifically described in the scope of work attached hereto as *Exhibit A.* Attachment D lists numerous studies, plans or tasks City may call on Firm to complete. Upon request of City Representative, Firm shall prepare a proposed scope of work, deliverables, schedule, and cost estimate for the requested study, plan or task. The City Economic Vitality Director shall have authority to execute a Contract Amendment on behalf of the City approving the scope of work, deliverables, schedule, and an amount not to exceed cost for the requested study, plan or task, after consultation with the City Airport Director, City Buyer and the City Attorney's Office. Any such Contract Amendment is subject to mutual agreement of the parties.

2. Schedule of Services: Firm shall perform all work per the schedule set forth in *Exhibit A.*

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit C*, are hereby incorporated by reference and shall apply to performance of the Contract, except to the extent modified in *Exhibit A.*

4. Key Personnel/Subcontractors: Firm's Key Personnel, Subcontractors (if any), and contact information are designated in *Exhibit A.* Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for the Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Barney Helmick, Airport Director, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.

6. City Cooperation: The City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of the Contract.

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.

8. Renewal: The Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

9. Termination: The Contract may be terminated pursuant to the City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit C*.

PAYMENT

10. Compensation: Firm shall be paid an amount not to exceed $750,000.00 pursuant to the fee schedule, attached hereto as *Exhibit B*, for satisfactory performance of the Scope of Work. The Firm's hourly rates are set forth in Exhibit B. The City Economic Vitality Division Director shall have authority to approve a Contract Amendment on behalf of the City amending the hourly rates after consultation with the City Airport Director, City Buyer and the City Attorney's Office. Any such Contract Amendment is subject to mutual agreement of the parties.

11. Price Adjustment: If price adjustments are permitted, any price adjustment must be approved by the City in writing as a formal contract amendment. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $49,999; otherwise, if the annual Contract price exceeds $50,000, City Council approval is required.

DATA AND RECORDS

12. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of the Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under the Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under the Contract, including any right to derivative use of the material.

13. Re-Use: The City may use the City's work product without further compensation to Firm; provided, however, the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm or any third parties without the City's prior written consent.

14. Delivery of Document and Data: Upon termination of the Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by the Firm in performance of the Contract, whether complete or in process.

INSURANCE

15. Insurance: Firm shall meet insurance requirements of the City, set forth in *Exhibit D.*

MISCELLANEOUS

16. Grant Provisions: Firm shall comply with the insurance provisions set forth in *Exhibit E.*

17. Notice: Any notice concerning the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Patrick Brown, Purchasing Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
pbrown@flagstaffaz.gov

Barney Helmick, Airport Director
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
bhelmick@flagstaffaz.gov

To Firm:

Matt Quick, Principal
Coffman Associates. Inc.
4835 E. Cactus Road, Suite235
Scottsdale, AZ 85254
mquick@coffmanassociates.com

18. Authority: Each party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

COFFMAN AND ASSOCIATES, INC.

_____

Print name:_____

Title:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

Attached as separate document *Exhibit A – Scope of Work*

EXHIBIT B

FEE SCHEDULE

Attached as separate document *Exhibit A – Fee Schedule*

EXHIBIT C

CITY OF FLAGSTAFF
STANDARD TERMS AND CONDITIONS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the Contract a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. **TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. **FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. **DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. **AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. **OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. **CONTROL:** Contractor shall be responsible for the control of the work.

28. **WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. **SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. WARRANTY: Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. RECORDS: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. RIGHT TO INSPECT BUSINESS: The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. PUBLIC RECORDS: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. CONTRACT ADMINISTRATION: Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. GENERAL INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. INTELLECTUAL PROPERTY INDEMNIFICATION: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any

judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. NETWORK SECURITY AND PRIVACY LIABILITY: Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. PRICE INCREASES: Except as expressly provided for in the Contract, no price increases will be approved.

41. COMPLETE AGREEMENT: The Contract is intended to be the complete and final agreement of the Parties.

42. AMENDMENTS: The Contract may be amended by written agreement of the Parties.

43. SEVERABILITY: If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

61. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage

prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

62. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

63. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

64. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

65. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

66. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

67. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

68. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT D

CITY OF FLAGSTAFF

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Where applicable to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$500,000
Disease - Each Employee	$500,000
Disease - Policy Limit	$500,000

   e. Professional Liability $2,000,000

   f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. OTHER INSURANCE REQUIREMENTS: The insurance policies shall contain, or be endorsed to contain, the following provisions:

a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

EXHIBIT E

GRANT PROVISIONS

Attached as separate document *Exhibit E – FAA and ADOT Grant Provisions*

ATTACHMENT D

POTENTIAL PROJECTS LIST
AIRPORT PROFESSIONAL PLANNING SERVICES

- Environmental Documentation, Airside and Landside
- Environmental Documentation for Terminal Work
- Land Acquisition/Protection
- Passenger Demand Studies
- Tree Study
- Carbon Study
- Conduct Terminal Area Study to Analyze Ultimate Terminal Building Replacement
- Civil Rights Plans, such as Disadvantaged Business Enterprise Plan
- Security Risk Management Plan
- Compatible Land Use Plan
- Avigation Easement Documentation
- Facility Maintenance Plan
- Event Planning Guide
- Sustainability Plan, such as for solar installation
- Drainage Plan
- Cultural Study Plan
- Snow and Ice Control Plan
- Wildlife Hazard Assessment and Management Plan
- Aviation Economic Impact Study
- Noise Study Update, as needed
- Master Plan Revisions, as needed
- Airport Layout Plan Updates, as needed

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Patrick O'Connor, Water Services Specialist
Co-Submitter:	Gregory Conlin
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Approval of a Cooperative Purchase Contract: Approve the Cooperative Purchase Contract for a Vacuum Excavator in the amount of $99,184.06 from Empire Southwest, LLC on a National Intergovernmental Purchasing Alliance cooperative purchase agreement (Contract #161534-01).

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for a Vacuum Excavator in the amount of $99,184.06 from Empire Southwest, LLC, on a National Intergovernmental Purchasing Alliance cooperative purchase agreement (Contract #161534-01); and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The Water Services Division, Water Distribution Section is proposing to replace their one and only, 2008 Pacific-Tek PV220 vacuum excavator trailer unit. This existing unit, for its heavy use, is undersized in both the power of the 2-cycle engine as well as the debris body in its holding capacity. Repair parts for this unit are becoming obsolete and preventing the Fleet Division from being able to make repairs when needed. This Vacuum Excavator ensures a safer excavation of and around, underground utilities by using a large vacuum system vs. the traditional means of excavating with heavy mechanical equipment. Not only is the Vacuum Excavator safer for the utility itself, but for the staff operating the equipment as well. Staff currently relies on the Wastewater and Stormwater Collection's hydro-vac units to assist on larger excavations when necessary. Approving the Cooperative Purchase Contract of the new Vacuum Excavator would allow Water Distribution to become more independent and more efficient in complete their daily tasks. The Vacuum Excavator is safer, more powerful, efficient and equipped with a modern Tier 4 diesel engine.

This purchase, the replacement of an existing unit in the fleet, was reviewed and approved by the City of Flagstaff's Fleet Management Committee.

Financial Impact:

The Water Services Division - Water Distribution Section, has budgeted funding in Fiscal Year 2023 of $100,000 for the purchase of the Vacuum Excavator in account #202-08-303-1052-0-4401.

Policy Impact:

N/A

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Enhance the organization's fiscal stability & increase efficiency & effectiveness.
- Be an employer of choice through inclusive recruitment & by providing employees with the necessary tools, training, support & compensation.
- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.

Carbon Neutrality Plan

- MM-2: Encourage sustainable consumption.
- CR-1: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

- Policy WR.2.3. Develop programs to minimize lost and unaccounted for water to acceptable levels.
- Policy WR.4.2. Maintain, at the City level, a financially stable utility to provide reliable, high quality utility services.

Has There Been Previous Council Decision on This:

N/A

Background/History:

The City will be utilizing the National Intergovernmental Purchasing Alliance cooperative purchase agreement Contract #161534-01) with the City of Tucson to insure the best pricing for this product. Purchasing staff reviewed the agency cooperative contract to confirm it is relevant to the procurement and is currently active.

Attachments:

COF contract 2023-39
Exhibit A - Quote
Unit being replaced
Unit proposed to purchase
Unit proposed to purchase
Exhibit B - Agency Contract
Exhibit B - COT Contract Extension

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-39

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Empire Southwest, a California Limited Liability Company ("Contractor").

RECITALS:

A. The Contractor is a fully authorized dealer of Caterpillar Inc. products;

B. Caterpillar Inc. holds a Local Government Purchasing Cooperative Contract #161534-01 with the City of Tucson Procurement Department, Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and

C. Contractor is a dealer as described in the Agency Contract; and

D. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

550 VX HI CFM VACUUM EXCAVATOR

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to the Contractor for the materials and or services provided for **ninety-nine thousand, one hundred and eighty-four dollars and six cents ($99,184.06) plus other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Empire Southwest, LLC.:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

Quote from Empire CAT (attached)

EXHIBIT B
AGENCY CONTRACT

1. **Contract #161524-01 City of Tucson Department of Procurement** (attached)
2. **Agency Contract Extension** (attached)

City of Flagstaff
211 W Aspen Ave
Flagstaff, AZ 86001

***Not Actual Quoted Machine**

JET VAC / RING-O-MATIC 550 VX HI CFM VACUUM EXCAVATOR
STANDARD EQUIPMENT

- **Features**
  - Mountings – Trailer, Truck & Skid Mounting
  - Spoils Capacity – 550 gallons
  - Water Capacity – 2 x 100 gallons
  - Optimum & Balanced Tongue Weight – 1,000 lbs
  - Engine – 60/74 Hp CAT Diesel / 64 Hp Kubotoa Diesel; Tier 4F
  - Fuel Tank Capacity – 29 gallons
  - Dual LED Work Lights & Strobe – Standard
  - Warranty – One Year

- **Operator Controls**
  - Controls Location – Front Curbside with Lockable Cabinet
  - Hour Meter / Tachometer / Vacuum Gauge – Standard
  - Water Supply Reel – Rear Curbside
  - Load Level Indicator & Auto Shutoff – Sight Glass & Auto Shutoff
  - Reverse Flow – Standard

- **Spoils Tank**
  - Hydraulic Hoist Unload – Twin Cylinder
  - Full Opening Rear Door – Hydraulically Operated
  - Rear Door Latch – Power Door Lock
  - Inlet Valve Size / Drain Valve Size – 4” / 6”

- **Trailer Details – Heavy Duty 6” C-Channel Frame**
  - Trailer / Hitch Type – Tandem Axle / Pintle
  - Height x Length x Width – 85” x 19’ 6” x 81”
  - Empty Weight – 6,200 lbs
  - Gross Vehicle Weight Rating – 13,000 lbs
  - Axles, Capacity & Suspension Type – 2 x 6,000 lbs Torsion
  - Tire Size – ST235/80 R16 Load Range E
  - Trailer Brakes – Never Adjust Electric

- **Vacuum Pump / Blower Details**
  - Vacuum Pump / Blower Type – Positive Displacement Lobe Pump
  - CFM / Max Hg – 1,000 CFM / 15”
  - Reverse Flow – Standard
  - Cyclo-Separator Air Filter Type / Capacity – Cyclo-Separator with 3 Micron Filter, 16,750 sq in Capacity

- **Water System Details**
  - Water Pressure / Water Supply – 4,000 psi *Factory Set @ 3,500 psi / 6 gpm
  - Electronic Low Water Shut-Off – Standard
  - Auto Water Pump Unloader to Reduce Engine Loading & Wear – Standard
  - Water Pump Drive – Belt with Electric Clutch
  - Water Supply Hose – 50’ x 3/8” ID
  - Water Supply Reel Location – Rear, Curbside
  - Easy-to-Use Winterize System – Standard

FEATURES & USES

- **Features**
  - Patented Viper Pothole Tool available — the fastest, cleanest, easiest-to-use pothole gun in its class.
  - Power by CAT or KUBOTA — unexcelled performance and reliability.
  - Positive Displacement Vacuum Pump — rugged and high performance.
  - Premium silencer package — reduced noise complaints.
  - Compact low profile — good visibility for your driver and stability in rough locations.
  - Rugged construction the way a contractor needs it — heavy duty frames and largest axle capacity in its class.
  - Balanced design with optimum tongue weight — easy on your trucks.
  - Narrowest machine in its class makes it maneuverable and easy to see around.
  - Reverse flow is standard — fast tank emptying, blow obstructions out of vacuum hose and backflush the filters for quick-easy cleaning.

- **An Ideal Machine for:**
  - Potholing — safely dig test holes in the ground to locate buried utilities for horizontal directional drills.
  - Safe utility locating and/or daylighting.
  - Clean out storm drains, catch basins and valve boxes.
  - Cleaning up drilling fluids and mud.
  - General construction site cleanup.
  - Keyholing or utility microsurgery.
  - Environmental cleanup — everything from hurricane aftermath to oil spills.
  - Slot trenching.

Sale Price……$99,184.06
***Pricing in accordance with the NIPA Contract. **Delivery not included in price or terms.**

Availability……December/January

We appreciate the opportunity to quote you this machine. Thank you for your consideration, and we look forward to your valued business.

Todd Owen
Account Manager
Empire Machinery
928-606-1335
Todd.Owen@empire-cat.com
8/4/2022

This quote is good for thirty days and prices are subject to change. Availability subject to prior sale. Tire brand cannot be guaranteed. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

EMPIRE ADDITIONAL SOLUTIONS

SOLUTION AND SERVICE CAPABILITIES

| ADVANTAGE |

Empire Solutions – (480) 633-4000

- Used Equipment Sales
- Rental Equipment
- Sitech
- Empire Technologies
- Truck and Trailer Sales
- Transport Services
- Power Systems
- Solar Solutions

EMPIRE BRANDS

ONE STOP SHOP SOLUTION

| ADVANTAGE |

Pacific Tek™
Santa Ana, California
Phone 1-800-884-5551
CASE
powershift

Ring-O-Matic
Ring-O-Matic
CAT
STAY CLEAR

RING-O-MATIC
RING-O-MATIC
RING-O-MATIC
350 GPM
HIGH PRESSURE

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4123 / FAX: (520) 791-4735
Jeffrey.Whiting@tucsonaz.gov
ISSUE DATE: DECEMBER 5, 2017

CONTRACT #161534-01
CONTRACT AMENDMENT NUMBER: ONE (1)

JW/lr
CONTRACT OFFICER: JEFFREY WHITING

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL
Pursuant to Contract No. 161534, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 01, 2018 through April 30, 2019.

ITEM NO. TWO (2): PRICING
Pursuant to Contract No. 161534, Scope of Work, Pricing, shall be **replaced** in its entirety with the Attached Price Page dated January 01, 2018 and shall become effective January 01, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Caterpillar Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Patty A Redfath 12/11/17
Signature of person authorized to sign Date

PATTY REDFATH, GOVERNMENT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

CATERPILLAR INC.
Company Name

100 NE ADAMS ST. PEORIA, IL 61629
Address

REDFATH_PATTY@CAT.COM
Email Address

PEORIA IL 61629
City State Zip

Contact information for Sales/Account Representative for daily business operations:

PATTY REDFATH, GOVT ACCOUNT MANAGER
Name and Title (typed or printed legibly)

309-494-4578
Phone Number

REDFATH_PATTY@CAT.COM
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 14 DAY OF Dec, 2017, AT TUCSON, ARIZONA.

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

2018 Caterpillar Coop Contract Discounts v1

Cooperative Contracts -- Effective January 1, 2018

Machine Model*	New Equipment
2018	Discount to Customer (Off List Price)
Pavers	
AP255	18.00%
AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%
Rollers	
CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB14	19.00%
CB15	19.00%
CB16	19.00%
CB22	19.00%
CB24	19.00%
CB32	19.00%
CB34	19.00%
CB36	19.00%
CB44	19.00%
CB46	19.00%
CB54	19.00%
CB64	19.00%
CB66	19.00%
CB68	19.00%
CC24	19.00%
CC34	19.00%
CCS7	19.00%
CCS9	19.00%
CD8	19.00%
CD10	19.00%
CD44	19.00%
CD54	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2018 Caterpillar Coop Contract Discounts v1

Track Type Tractors

D3	23.00%
D4	23.00%
D5	23.00%
D6	21.00%
D7	19.00%
D8	19.00%
D9	10.00%

Wheeled Excavators

M314F	26.00%
M315F	26.00%
M316F	26.00%
M317F	26.00%
M318F	26.00%
M320F	26.00%
M322F	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM300	20.00%
RM500	20.00%

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Multi-Terrain Loaders

257	21.00%
277	21.00%
287	21.00%
297	21.00%

2018 Caterpillar Coop Contract Discounts v1

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%

Excavators

300.9	20.00%
301.4	20.00%
301.7	20.00%
302.4	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
307	20.00%
308	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
316	19.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
335	15.00%
336	15.00%
349	10.00%
352	10.00%
374	10.00%

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
450	22.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

2018 Caterpillar Coop Contract Discounts v1

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

2018 Caterpillar Model List – Change Summary from 2017 - 2018

Add Models	Customer Discount
CB1.7	19
CB1.8	19
CB13	19
CB15	19
CB16	19
CCS7	19
CCS9	19
MH3022	26
MH3024	26
MH3026	26
PM310	20
PM312	20
PM313	20
PM820	20
PM822	20
PM825	20
TH357	24
TH408	24
320GC	16

Delete Discontinued Models

CW14
CT660, CT680, CT681 (Caterpillar exited Vocational Truck business)
PM102
TH306
TH406
TH407
312
321
329
740

City of Tucson, AZ

Contract 161534

for

Heavy Equipment, Parts, Accessories, Supplies and Related Services

with

Caterpillar, Inc

Effective: May 1, 2017

The following documents comprise the executed contract between the City of Tucson, AZ and Caterpillar Inc., effective May 1, 2017

I. Signed Contract
II. Summary of Negotiated Items
III. Caterpillar, Inc Original Response
IV. Original Request for Proposal

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

April 26, 2017

Sent via electronic mail, this day

Patty Redpath, Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL 61629
redpath_patty@cat.com

Re: Contract No.: **161534-01**
Contract Title: **Heavy Equipment, Parts, Accessories, Supplies and Related Services**

Dear Ms. Redpath:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Heavy Equipment, Parts, Accessories, Supplies and Related Services** during the time period of May 1, 2017 through April 30, 2018.

Please find attached your pdf copy of the contract, purchase order and the Designation of Contract Representative Memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at (520) 837-4123.

The City wishes to thank you for your interest and proposal.

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Attachments

Cc: File 161534

CITY OF
TUCSON
DEPARTMENT OF
PROCUREMENT

April 04, 2017

Patty Redpath
Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@ cat.com

Sent this day via electronic mail

RE: City of Tucson Request for Proposal # 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services -Summary of Negotiated Items

Dear Mrs. Redpath,

Based on our written and verbal negotiations, conducted over the past few months, this letter serves to summarize the items we have agreed on in regards to the City's Request for Proposal for Heavy Equipment, Parts, Accessories, Supplies and Related Services. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Caterpillar Inc., must specify those differences in a written response to this request.

The following agreements have been made between the City of Tucson and Caterpillar Inc. with regard to Request Proposal# 161534:

1. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 8. Price Adjustment is hereby replaced with the following:

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

> **5. TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer (their distributor of products) may present the training material in a quality suitable for videotaping. Dealer and Contractor reserve the right to allow or reject videotaping part or all of the training provided at no additional cost to the agency.

3. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 6. Repairs, is hereby replaced with the following:

> **6. REPAIRS:** The Contractor will be responsible for transport of new vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. The purchaser and the Dealer may mutually agree to other terms related to product transportation.

4. Pursuant to RFP 161534, Scope of Work, B. Equipment and Product Requirements, Paragraph 3. Pricing, is hereby replaced with the following:

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

5. Pursuant to RFP 161534, Scope of Work, C Service Requirements Paragraph 1 Services, Sub-paragraph b. Maintenance Services, is hereby replaced with the following:

1.b Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City will require a loaner or rental equipment in the event the machine is down for more than 48 hours. However, if the failure is one that is covered under a purchaser manufacturer warranty or extended warranty, and is down for more than 48 hours, a loaner of comparable type will be provided at no charge to the City. At the time of an event, if a comparable type is not available, the purchaser and Dealer will work together to determine the purchaser's loaner equipment requirements, and to ensure that there is no effect on the day to day landfill operations of the City. Loaner machine fuel, cleaning and damage will be the responsibility of the City of Tucson. The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted, in writing, to National IPA Member Agencies by the participating Dealer.

6. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 2 Subcontractors, is hereby replaced with the following:

2. Subcontractors: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, the City and the Department of Procurement hereby agree that certain obligations of the Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

The City and the Contractor acknowledge that the Contractor authorized dealers are independent businesses and as such, have the right to choose whether or not to accept the terms and conditions contained herein.

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the

Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

7. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 9. Modification of Terms is hereby replaced with the following:

9. Modification of Terms: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Dealer as a condition of their intended purchase transaction. If the Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract

8. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 20. Indemnification is hereby replaced with the following:

20.Indemnification: To the fullest extent permitted by law, Participating Dealer, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, reasonable losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of Participating Dealers relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Participating Dealers or anyone directly or indirectly employed by Participating Dealers or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors, anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Participating Dealer's and Subcontractor's employees. It is agreed that the Participating Dealer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Participating Dealers agree to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Participating Dealer for the City of Tucson.

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an

assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

9. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 28. Payment is hereby replaced with the following:

28. Payment: The City's preferred method of payment is via credit card. However, certain Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card or other means upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

10. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 39. Termination of Contract is hereby replaced with the following:

39. Termination of Contract: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. Pursuant to RFP 161534, Attachment A, Exhibit A, Paragraph 1.4 Award Basis is hereby replaced with the following:

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and

woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the local authorized Dealer (Contract Sales are reported to National IPA).

12. Pursuant to RFP 161534, Attachment A, Exhibit B, Paragraph 6 Term of Agreement is hereby replaced with the following:

6. Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

13. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 10 Exceptions to Contract Provisions is hereby replaced with the following:

10. Exceptions to Contract Provisions

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or an appointed designee. If a proposal or offer is returned with modification to the contract provisions that are not expressly approved in writing by the Director or the appointed designee, the City shall be deemed to have rejected the proposal or offer in part and the parties may negotiate the provision(s) at issue.

14. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 11 Public Record is hereby replaced with the following:

11. Public Record

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law.

15. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 12 Confidential Information is hereby replaced with the following:

12. Confidential Information

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is

not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
(a) contacting Caterpillar's GCI Government Contracts group or
(b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages.
The City and the appropriate contract manager agrees that it shall not publish such price pages , for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

16. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 21 City of Tucson Business License is hereby replaced with the following:

21. City of Tucson Business License

It is the responsibility of the applicable Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

17. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 4 Insurance is hereby replaced with the following:

4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Applicable Dealer shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Applicable Dealer to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

G. **VERIFICATION OF COVERAGE:** The Applicable Dealer shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** The Applicable Dealers' certificate(s) shall include all subcontractors as insureds under its policies **or** Dealer shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Dealer or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

18. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 38 Subcontractors, is hereby replaced with the following:

38. Subcontracts: Subject to Special Terms and Conditions, Paragraph 2. Subcontractors, no subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein

without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

19. It is mutually agreed that not all items are available through this contract at all Dealer locations. Participating agencies will need to check with their local dealer to see which items from this contract are available.

Please provide written concurrence to me no later than **Thursday, April 06, 2017 at 4 PM**. You may email your response to Jeffrey.Whiting@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redpath Date: April 6, 2017

Name: PATTY KEDPATH Title: GOVERNMENT ACCOUNT MANAGER

Contract #161534

Heavy Equipment, Parts, Accessories, Supplies, and Related Services

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1. Caterpillar's Response to Summary of Negotiated Items
2. Caterpillar's Response to BAFO
3. City's Request for BAFO
4. Caterpillar's Response to RFP 161534

1. Caterpillar's Response to Summary of Negotiated Items

CITY OF TUCSON

DEPARTMENT OF PROCUREMENT

April 04, 2017

Patty Redpath
Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@ cat.com

Sent this day via electronic mail

RE: City of Tucson Request for Proposal # 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services -Summary of Negotiated Items

Dear Mrs. Redpath,

Based on our written and verbal negotiations, conducted over the past few months, this letter serves to summarize the items we have agreed on in regards to the City's Request for Proposal for Heavy Equipment, Parts, Accessories, Supplies and Related Services. Please provide written confirmation that the items contained in this letter represent the agreed upon items by signing the concurrence line below. In the event there is any disagreement with this document or if there is other information that must be included in this document, Caterpillar Inc., must specify those differences in a written response to this request.

The following agreements have been made between the City of Tucson and Caterpillar Inc. with regard to Request Proposal# 161534:

1. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 8. Price Adjustment is hereby replaced with the following:

> **8. Price Adjustment:** The Contractor may implement new published manufacturer price lists quarterly, throughout the calendar year. The Contractor will provide the City with any updated published price lists with a minimum of 30 days advance notification from the intended effective date. Any price adjustments may be considered as a factor in the contract renewal/ extension process.
>
> However, the Contractor must maintain the minimum discount offered for all items, throughout the term of the contract. Discount structures may only be adjusted by Contractor in the event the Contractor is making an adjustment that is increasing the discounts given to the City, or if mutually agreed upon by both parties

2. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 5. Training, is hereby replaced with the following:

> **5. TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer (their distributor of products) may present the training material in a quality suitable for videotaping. Dealer and Contractor reserve the right to allow or reject videotaping part or all of the training provided at no additional cost to the agency.

3. Pursuant to RFP 161534, Scope of Work, A. General Requirements, Paragraph 6. Repairs, is hereby replaced with the following:

> **6. REPAIRS:** The Contractor will be responsible for transport of new vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. The purchaser and the Dealer may mutually agree to other terms related to product transportation.

4. Pursuant to RFP 161534, Scope of Work, B. Equipment and Product Requirements, Paragraph 3. Pricing, is hereby replaced with the following:

> **3. PRICING:** Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. Subject to Terms and Conditions Paragraph 8, the pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.
>
> For the avoidance of doubt, a purchaser may request a product price page from a Participating Dealer. The purchaser may verify the accuracy of that price page, to the extent it deems necessary, by
> (a) contacting Caterpillar's GCI Government Contracts group or
> (b) contacting the appropriate contract manager with the City or National IPA, who shall be granted non-transferable, password protected access to Caterpillar's price pages. National IPA, the City, and the appropriate

contract manager agrees that it shall not publish such price pages, for example, to a public website but shall have access thereto for confirmation of Participating Dealer price page accuracy.

5. Pursuant to RFP 161534, Scope of Work, C Service Requirements Paragraph 1 Services, Sub-paragraph b. Maintenance Services, is hereby replaced with the following:

1.b Maintenance Services: The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City will require a loaner or rental equipment in the event the machine is down for more than 48 hours. However, if the failure is one that is covered under a purchaser manufacturer warranty or extended warranty, and is down for more than 48 hours, a loaner of comparable type will be provided at no charge to the City. At the time of an event, if a comparable type is not available, the purchaser and Dealer will work together to determine the purchaser's loaner equipment requirements, and to ensure that there is no effect on the day to day landfill operations of the City. Loaner machine fuel, cleaning and damage will be the responsibility of the City of Tucson. The loaner provisions apply solely to the City of Tucson unless otherwise offered/promoted, in writing, to National IPA Member Agencies by the participating Dealer.

6. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 2 Subcontractors, is hereby replaced with the following:

2. Subcontractors: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, the City and the Department of Procurement hereby agree that certain obligations of the Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

The City and the Contractor acknowledge that the Contractor authorized dealers are independent businesses and as such, have the right to choose whether or not to accept the terms and conditions contained herein.

All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the

Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

7. Pursuant to RFP 161534, Special Terms and Conditions, Paragraph 9. Modification of Terms is hereby replaced with the following:

9. Modification of Terms: A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the applicable Dealer as a condition of their intended purchase transaction. If the Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract

8. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 20. Indemnification is hereby replaced with the following:

20.Indemnification: To the fullest extent permitted by law, Participating Dealer, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages, reasonable losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of Participating Dealers relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Participating Dealers or anyone directly or indirectly employed by Participating Dealers or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors, anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Participating Dealer's and Subcontractor's employees. It is agreed that the Participating Dealer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Participating Dealers agree to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Participating Dealer for the City of Tucson.

Participating Dealers are responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Participating Dealers are responsible for all applicable IRS reporting requirements related to ACA. If Participating Dealers or any of the Participating Dealer's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an

assessed penalty against the City, or Participating Dealers fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, the Participating Dealer indemnifies City from and shall pay any assessed tax penalty.

9. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 28. Payment is hereby replaced with the following:

28. Payment: The City's preferred method of payment is via credit card. However, certain Dealers do not accept credit cards. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card or other means upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

10. Pursuant to RFP 161534, Standard Terms and Conditions, Paragraph 39. Termination of Contract is hereby replaced with the following:

39. Termination of Contract: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

11. Pursuant to RFP 161534, Attachment A, Exhibit A, Paragraph 1.4 Award Basis is hereby replaced with the following:

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and

woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the local authorized Dealer (Contract Sales are reported to National IPA).

12. Pursuant to RFP 161534, Attachment A, Exhibit B, Paragraph 6 Term of Agreement is hereby replaced with the following:

6. Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

13. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 10 Exceptions to Contract Provisions is hereby replaced with the following:

10. Exceptions to Contract Provisions

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or an appointed designee. If a proposal or offer is returned with modification to the contract provisions that are not expressly approved in writing by the Director or the appointed designee, the City shall be deemed to have rejected the proposal or offer in part and the parties may negotiate the provision(s) at issue.

14. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 11 Public Record is hereby replaced with the following:

11. Public Record

All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification to the extent required by law.

15. Pursuant to RFP 161534, Instructions to Offerors, Paragraph 12 Confidential Information is hereby replaced with the following:

12. Confidential Information

The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is

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4. Insurance:

The Applicable Dealer agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Applicable Dealer, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
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Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*1	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Applicable Dealer (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
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F. **ACCEPTABILITY OF INSURERS:** The Applicable Dealer's insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Applicable Dealer from potential insurer insolvency.

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All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** The Applicable Dealers' certificate(s) shall include all subcontractors as insureds under its policies **or** Dealer shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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19. It is mutually agreed that not all items are available through this contract at all Dealer locations. Participating agencies will need to check with their local dealer to see which items from this contract are available.

Please provide written concurrence to me no later than **Thursday, April 06, 2017 at 4 PM**. You may email your response to Jeffrey.Whiting@tucsonaz.gov. If you should have any questions, please call me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Contract Officer

Concurrence: Patty A Redsmith Date: April 6, 2017

Name: PATTY RESMITH Title: GOVERNMENT ACCOUNT MANAGER

2. Caterpillar's Response to BAFO

From: Patty Redpath <Redpath_Patty@cat.com>
To: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
Date: 3/8/2017 1:40 PM
Subject: Re: RFP 161534 - Heavy Equipment
Attachments: 2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017.xls; Caterpillar National IPA 2017 Update Gen - Eff 1-9-2017.xlsx

Hello Jeff -

Thank you for the opportunity to respond. Attached is our Best and Final Offer, which is consistent with what we provided with our original RFP Response.

Thanks!

Patty Redpath
Government Account Manager
Caterpillar Inc.
Global Construction & Infrastructure ? Count on Us
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: +1 (309) 494-4578 | C: (309) 370-0775

From: "Jeffrey Whiting" <Jeffrey.Whiting@tucsonaz.gov>
To: <Redpath_Patty@cat.com>
Date: 03/07/2017 02:14 PM
Subject: Re: RFP 161534 - Heavy Equipment

Hi Patty,
Please see the attached document, and let me know if you have any additional questions. Thanks

Jeffrey Whiting
Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor
Tucson, AZ 85726
520-837-4123
520-791-4735 Fax

[attachment "BAFO-CAT.docx" deleted by Patty Redpath/0A/Caterpillar]

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Cooperative Contracts -- March 8, 2017

Machine Model*	New Equipment
2017	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

*Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - Best & Final Offer - March 2017

Articulated Trucks

725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks

770	10.00%
773	10.00%

Landfill Compactors

816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders

903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders

953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar January 9th, 2017 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	NIPA Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List) *(EPA & CARB Tier 4 Interim Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List) *(EPA & CARB Tier 4 Final Emissions Certified)*	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGAG" Caterpillar Price List)	
750 kW	36%
800 kW	36%

C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PGBG" Caterpillar Price List)	
1000 kW	38%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGFL" Caterpillar Price List)	
Standby Rating Only - 1600 kW	37%
Standby Rating Only - 1750 kW	35%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516-PGDL" Caterpillar Price List)	
Standby Rating Only - 2000 kW	40%
Standby Rating Only - 2500 kW	38%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEL" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	34%
High Voltage - Standby Rating Only - 2000 kW	34%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDL" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	34%
High Voltage - Standby Rating Only - 2250 kW	34%
G3412, 60 HZ, 375kW, 450kW, 500kW	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Available by Design To Order Only)	17%
G3512 Stationary Certified 750kW, 1000kW	17%
(Reference the "PSNA-EPG-F_G3512NL" Caterpillar Price List)	
G3516 1040 kW Standby	17%
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
G3516	
(Reference the "PSNA-EPG-F_G3516AEPL" Caterpillar Price List)	17%
G3516C, 1475kW, 1600kW	17%
(Reference the "PSNA-EPG-F_G3516CTPL" Caterpillar Price List)	
G3516H 1966kW	17%
(Reference the "PSNA-EPG-F_G3516HNL" Caterpillar Price List)	
G3520H 2469kW	17%
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List)	
G3520C 1800kW, 1900kW, 2055kW	17%
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List)	
CG132, CG170, CG260 (custom)	15%
Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets. Each quote is custom for the specific application. However, members will receive a 15% discount off of the configured list price from each member's local dealer.	
C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)	
4000 kW (with Fan Rating)	24%
C175, 60 HZ, 3000 kW (EPA Tier 4)	
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	19%
C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)	
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)	
3000 kW (with Fan Rating)	30%
3100 kW (without Fan Rating)	30%
G30PGAN, 30kW	31%
G80PGAN, 50kW, 60kW, 80kW	31%
G150PGAN, 100kW, 125kW, 150kW	35%
Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW	
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)	
G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%

G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%
APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List)	17%
XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)*	
20 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)*	
30 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)*	23%
XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad)) *(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)*	
60 kW* (3 or 1 phase)	45%
*There are several voltage options available	
XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)*	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)*	
320 kW* (3 phase or 1 phase)	23%
XQ425BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ425BN" Caterpillar Price List)*	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)*	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road)) (Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road)) *(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)*	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified) *(Reference the "XQ2000N" Caterpillar Price List)*	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

3. City's Request for BAFO

Date March 7, 2017 ***Sent via electronic mail, this day***

Patty Redpath, Governmental Account Manager
Caterpillar Inc.
100 NE Adams St.
Peoria, IL, 61629
Email: redpath_patty@cat.com

Subject: Request for Proposal No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services – Request for Best and Final Price

Dear **Mrs. Redpath**:

The City of Tucson is in receipt of Caterpillar's signed Summary of Negotiated Items for RFP No. 161534 – Heavy Equipment, Parts, Accessories, Supplies and Related Services. In order for the evaluation committee to proceed with the evaluation of your proposal, it is requested that you submit a revised offer.

Attached you will find your firms original discount off list, provided with the original offer. Please review this document, and determine if any additional discounts can be offered to the City and its participating partners. If you decide to keep your firm's pricing the same, you will still need to provide a revised discount off offer, and return it to me.

If there are other areas in your offer that you wish to revise, please also do so at this time.

Please provide a written response to me no later than **Wednesday, March 08, 2017 at 4:00PM.** You may e-mail your response to Jeffrey.Whiting@tucsonaz.gov.

The City of Tucson appreciates your attention to this request.. If you should have any questions, please contact me at (520) 837-4123.

Sincerely,

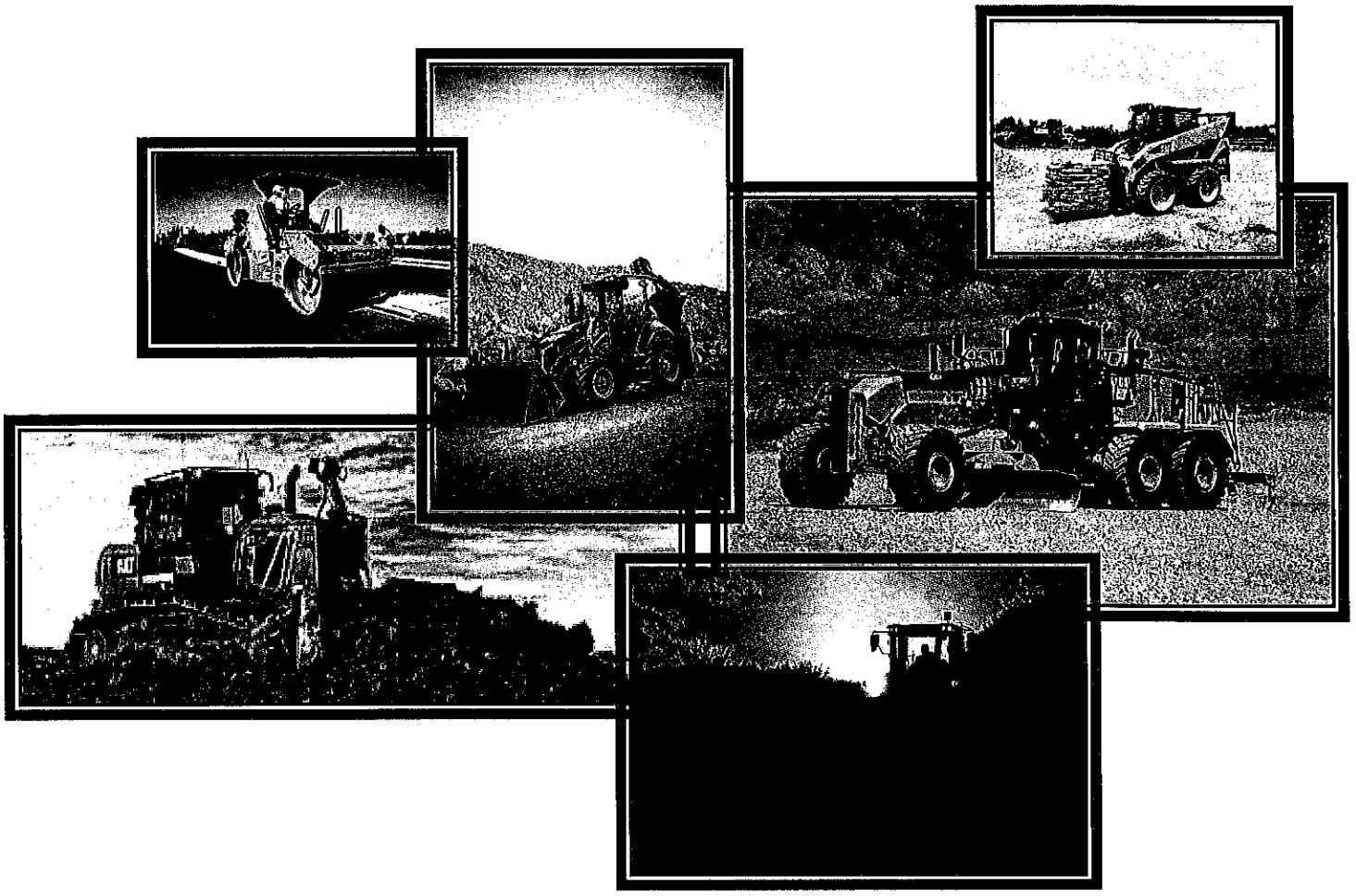
Jeffrey Whiting
Contract Officer

4. Caterpillar's Response to RFP 161534

ORIGINAL

CITY OF TUCSON

Request for Proposal
#161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services



Submitted by:

Caterpillar Inc. / Empire Machinery

November 14, 2016

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1. Introductory Letter
   Signed Offer and Acceptance Form
   RFP #161534 As Issued
2. City of Tucson Proposal Evaluation Questionnaire Response – Caterpillar Inc.
3. National IPA Supplier Qualification Questionnaire Response – Caterpillar Inc.
4. Proposed Exceptions to RFP #161534 – Caterpillar Inc.
5. Empire Machinery Proposal and Exceptions
6. Price Proposal / Discounts
   Machines
   Electric Power
7. Example Price Lists
8. 2015 Executive Summary: Year in Review and Sustainability Report
9. Caterpillar Dun & Bradstreet Report
10. City of Tucson Business License
11. Example Warranty Statements
12. Insurance Certificates
13. Payment Letter

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-01.

Approved as to form this 25th day of April, 2017.

As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 24th day of April, 2017.

for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701.**

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

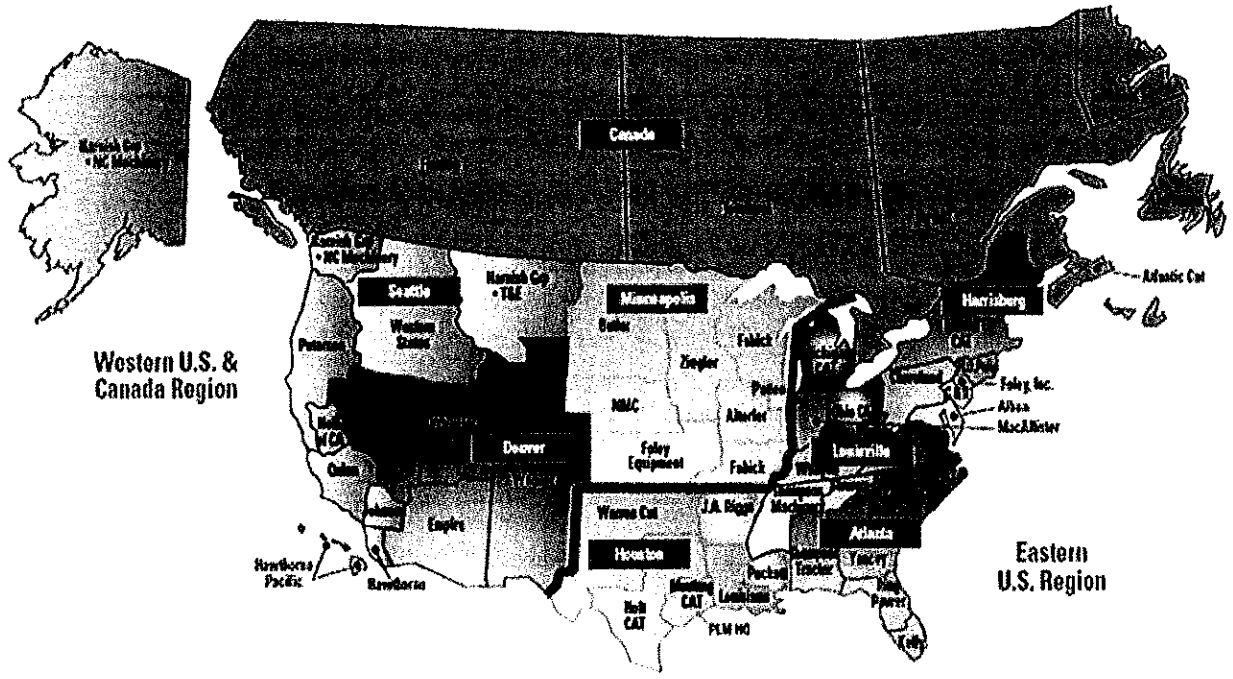

Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers)	Fuso Trucks
Broce Brooms	Mac Trailers
JLG (Man lifts)	Maintainer (Service Bodies)
Mega (Water tanks, Towers and Trailers)	Murray Trailers (Heavy Haul)
Genie (Man lifts and Telehandlers)	Trail King (Small to Heavy Haul)
Progressive Solar (Solar Power Light Plants)	UTB (Service Bodies)
Multiquip Power	Fleming Trailers
Sullair Air Compressors	
Rockland (Buckets and Dozer Blades)	
Paladin (Couplers and Attachments)	
CE Attachments (Attachments)	
Dymax (Attachments)	
Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners)	
Wain-Roy	
Agriculture	**Technology**
Challenger Tractors	Spectra Precision (Survey Instruments)
Massey Ferguson Tractors	Trimble (2D and 3D Grading Systems)
Rome (Construction Grade Discs and Plows)	Accugrade (Caterpillar Grade Control)
Woods (Scrapers and Mowers)	Seco (Surveying and Site Prep)
Gearmore (Attachments)	Laserline (Laser Controls)
Reynolds (Scrapers)	Apache (Grade Control, GPS and Lasers)
TG Schmeiser (Box blades, Land Levelers)	Level Best (Laser Grading Box)
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

   i. Major Component Failures
   ii. Engineering Deficiencies
   iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

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Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

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Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? _X_Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be

successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

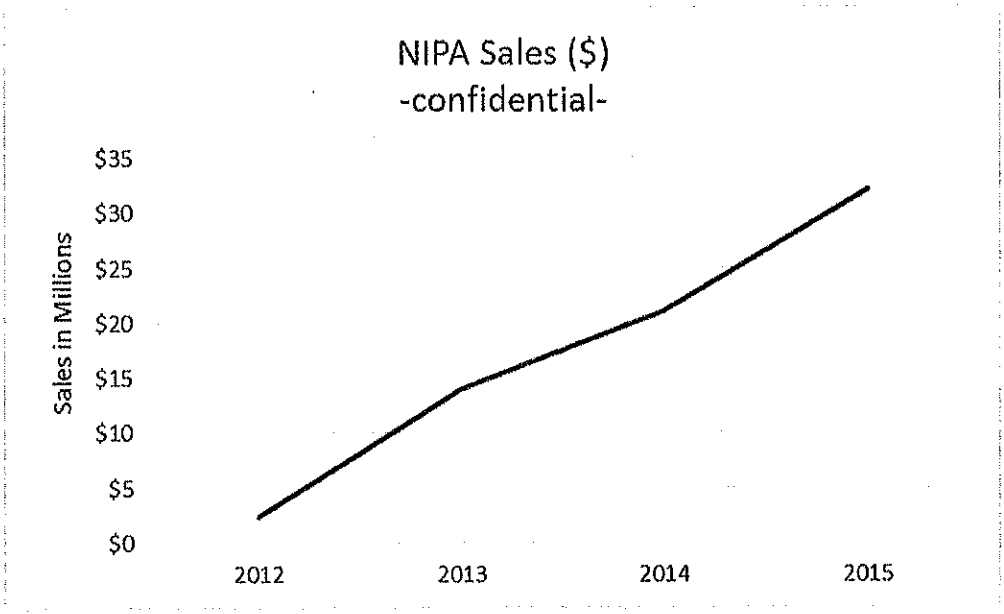
Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

Image 1, Caterpillar Dealer Brach Operations

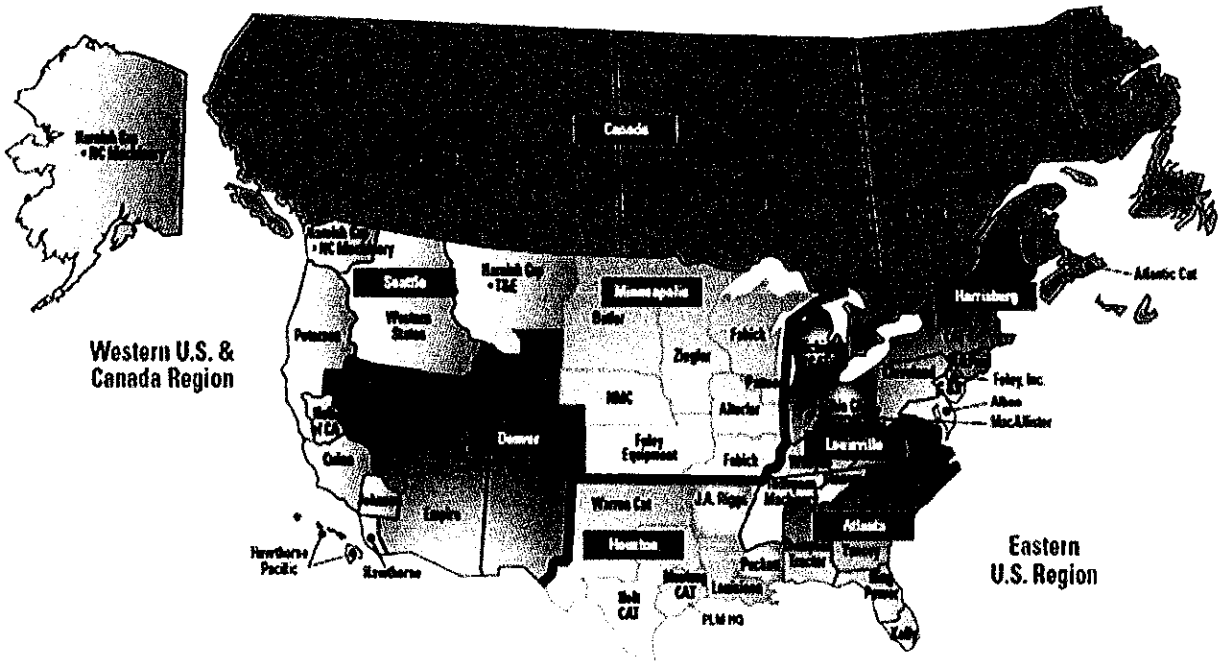


Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
   Agree.
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

   Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

   Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

   Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

   Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

   Patty Redpath
   Governmental Sales
   100 NE Adams St, Peoria, IL 61629
   Office: 309-494-4578
   Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

   Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

   Brian Foster
   Americas North Sales Manager
   309-675-5181
   FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

   Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

   Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

   The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- CONFIDENTIAL – Request confidential treatment –

Caterpillar's governmental sales in 2015 were $900M+ from 5,000+ units.

Customers who purchase Caterpillar equipment are ultimately the customers of the local Dealers who serve them. As such Caterpillar does not have all the contact information for customers requested here. Caterpillar also regards all customer transaction information as confidential and reserves the right to withhold such information.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer may present the ~~T~~training material ~~shall be presented~~ in a quality suitable for videotaping. Dealer and Contractor~~The City~~ reserves the right to allow or reject videotapinge part or all of the training provided at no additional cost to the agency.

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

3. **PRICING:** Offerors shall confidentially provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the Oefferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

2. **SUBCONTRACTORS:** As set forth herein, Contractor goes to market through a network of authorized dealers. As such, City and the Department of Procurement hereby agree that certain obligations of Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

   City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the ~~Contractor~~applicable Dealer as a condition of their intended purchase transaction. If the ~~Contractor~~ Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

STANDARD TERMS AND CONDITIONS

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, ~~its successors, assigns and guarantors,~~ shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, ~~including claims of patent or copyright infringement,~~ damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of ~~caused in whole or part by~~ Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. ~~any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.~~

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by ~~the City~~any party, with or without cause, upon giving thirty (30) days written notice. ~~The City~~Any party, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commeneed to remedy within thirty days of receipt of notice of such failure. ~~T~~the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will ~~endeavor to~~ notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by ~~the Supplier~~Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ~~—%~~1% of the total new machine purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of new machines to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including

any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

RE: Request for Proposal Number 161534
Heavy Equipment, Parts, Accessories, Supplies and Related Services

On behalf of Caterpillar Inc. and Empire Machinery, we sincerely appreciate the opportunity to participate in RFP #161534 from the City of Tucson. We believe the current contract, #120377, is a very successful contract for all parties; City of Tucson, National IPA, National IPA Member Agencies, Caterpillar and CAT Dealers.

We believe Caterpillar's offer in RFP #161534, if awarded, has three major benefits to all parties that are currently utilizing Contract #120377.

One – Capitalizing On the Momentum of Contract #120377
Contract #120377 has grown more than 1700% since 2012, and has increased more than 50% every year through 2015.

Two – Caterpillar's Product Offering Far Exceeds Any Other Manufacturer
CAT offers 159 more individual machine models to the governmental market than our next closest competitor. The depth and breadth of these additional units represents three times more machines to service your needs, and results in potential multiples of higher revenue through the contract.

Three – CAT Dealers' Larger Infrastructure in Both Stores and People to Serving the US
Cat Dealers have the infrastructure in stores and people in numbers, greater than all our competitors combined. More and more CAT Dealer Sales Managers and Salespersons are discovering two major benefits of the City of Tucson/National IPA contract.

1. A nationally recognized municipality as the Lead Agency and,
2. A single award

When these features are presented, procurement staff and operating departments have much higher confidence and trust in the co-op bid process. U.S. Cat dealers continue to increase their presentations and visibility of the contract and thus secure the adoption by new and/or existing National IPA members. At Empire, we are experiencing an increased level of engagement, with our counterparts at other dealerships who are requesting our guidance and best practice suggestions- especially over the last 18 months as capital budgets have improved across the country.

The response will be separated into two sections. Section 3 and 4 is Cat only and Section 6 is a combined response, which will include the responses from both Caterpillar and Empire Machinery. This allows responses to be viewed together.

Caterpillar's response was prepared by Patty Redpath, Governmental Sales Account Manager based in Peoria, Illinois. Patty's response pertains to the scope of Caterpillar's responsibility, while remaining cognizant that each dealership and respective territory has their own business rules and local regulations. Caterpillar is not at liberty to make commitments in this response on behalf of all Cat dealers. Caterpillar's commitment is the pricing discount from their published list price on machines they manufacture. These will be available to every Caterpillar dealer in the United States in the event that a local agency requests to purchase from this contract, and that specific Caterpillar dealer agrees with both the pricing level offered and agrees to accept any additional terms the agency requires.

The dealer response is from Empire Machinery, referred to as "Dealer Response". Empire approached our submission as if we were preparing our proposal solely for the City of Tucson. Empire's business relationship with the City of Tucson is highly valued and is our primary focus. The Empire Machinery section should only be considered as a commitment of what Empire will provide the City of Tucson and other agencies in our Cat territory. If this submission provides particular value, it may be used in the NIPA marketing effort to potential agencies in understanding what a Caterpillar dealership is capable of, but in no way is meant to imply or represent that any other dealers can or will provide the exact scope or elements that Empire offers the City of Tucson.

In addition, Empire represents several products that Caterpillar does not manufacture, but were requested in the RFP. We refer to non-Caterpillar products at Empire as "Allied" products. These help enhance or complete the machines for applications our customers need. Additional information is included in the Empire section entitled "Allied Products".

Thank you for the opportunity to participate in this solicitation for the City of Tucson.

Sincerely,

Clinton Swapp
Sales Account Manager
520-240-8213
Clinton.Swapp@empire-cat.com

Mark McGee
Governmental Industry Manager
520-240-8292
Mark.McGee@empire-cat.com

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

Caterpillar products (equipment, accessories, parts, repair and services) are sold and supported through Caterpillar's authorized Dealer network. These Dealers are established, independent businesses that understand the needs of their local

customers and communities. Across North America, the majority of Caterpillar Dealers have supported the needs of their local customers and communities for decades.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Caterpillar maintains 10 parts distribution warehouses throughout North America to ensure that almost all parts can reach our dealers within 24-48 hours. In addition to the Caterpillar owned parts inventory, Cat dealers collectively stock over $1 Billion in protective parts inventory to minimize downtime for their customers. Currently the national average for 24-hour parts availability is at a 99% fill rate.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability.

Please refer to subsection d below which expands on some of these capabilities.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium;

Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

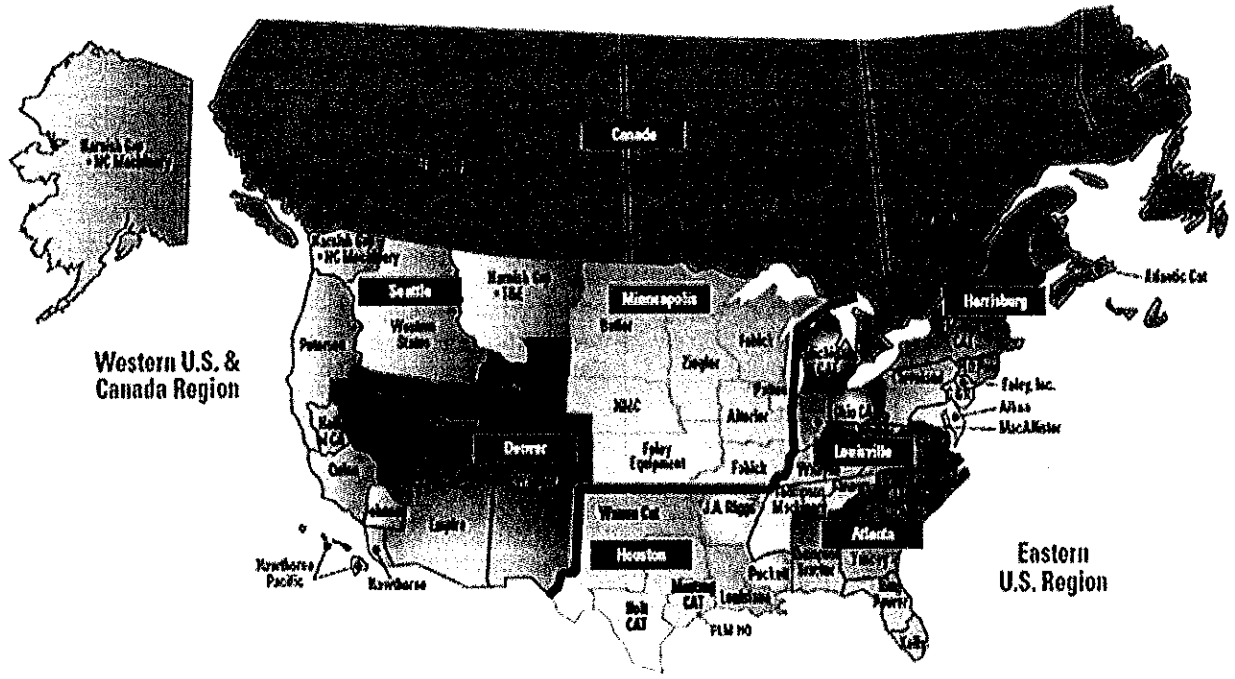


Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions
Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving
Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools
In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied
There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	Caterpillar	John Deere	Komatsu	Volvo	Case	Bobcat
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers -- Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories		Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components		✓	✓	✓
Valve Cover		✓	✓	✓
Oil Cooler BHL		✓	✓	✓
Radiator				✓
Exhaust/Muffler				✓
Manifolds		✓	✓	✓
Fan Motor		✓	✓	✓
Water Pump		✓	✓	✓
Fuel Injection Pumps		✓	✓	✓
Injectors		✓	✓	✓
Lift/Transfer Pump		✓	✓	✓
Senders/Solenoids/Sensors		✓	✓	✓
Thermostat		✓	✓	✓
Flywheel & Torque Converter		✓	✓	✓
Oil Pan Group		✓	✓	✓
Engine Oil Filter Mount	**	✓	✓	✓
Turbocharger		✓	✓	✓
Pulleys	**	✓	✓	✓
Starter				✓
Alternator				✓
AC Compressor/Condenser				✓
Electronic Control Modules		✓	✓	✓
Governor/Speed Controls & Linkages	**	✓	✓	✓
Fuel Lines	**	✓	✓	✓
Fuel Tank & Associated Parts				✓
Water Piping				✓
Oil Hoses/Lines				✓
Transmission/Hydrostatic/Driveline		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions		✓	✓	✓
Final Drives/Planetary		✓	✓	✓
Drive Shafts		✓	✓	✓
Transfer Case		✓	✓	✓
Wet brake assemblies		✓	✓	✓
Hydrostatic Pumps & Drive Motors	**		✓	✓
Linkage/Lines Connected to Hystat Pump	**		✓	✓
Drive (pilot/eh) Control Valves	**	✓	✓	✓
Senders/Sensors	**		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

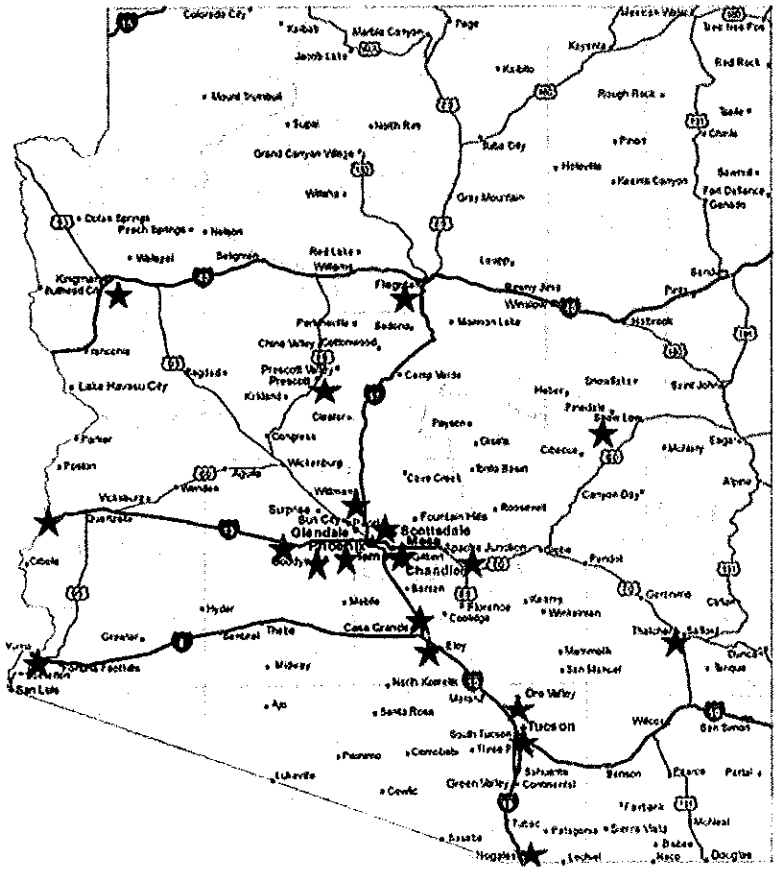


Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	X	X	X	X	X
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	X	X	X	X	X
Check all fluids levels such as Transmissions, Differentials, Tandems, Hydraulic, Steering, Coolant	X	X	X	X	X
Change fuel filters and fuel /water separators, clean fuel bowl screen (replace if neccessary)	X	X	X	X	X
Change Primary Air Filters	X	X	X	X	X
Check Coolant Condition - Freeze point	X	X	X	X	X
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	X	X	X	X	X
Change cab A/C filters	X	X	X	X	X
Lubricate all grease points	X	X	X	X	X
Inspect and test all visible and safety systems	X	X	X	X	X
Change all filters this includes hydraulic filters, transmission filters, differentials filters if applicable		X	X	X	X
Change rear differential oil (Backhoe Loaders only on A.D. Models)		X	X	X	X
Change front wheel oil on off highway trucks		X	X	X	X
Change the Transmission oils, clean transmission screens and magnetic			X	X	X
Change swing drives oils on excavators, change differential and finals oils on backhoes			X	X	X
Change hydraulic oils on AG tractors, telehandlers, vibratory compactors only, change chain case oils on skid steer loaders			X	X	X
Change circle drive oil on motor graders			X	X	X
Change axle differential and final oils				X	X
Change tandem oil drive oils on motor graders				X	X
Change circle drive oils on motor graders according to OEM				X	X
Change hydraulic system oil					X

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
   a. Lubricants and fluids
   b. Towing
   c. Review PM checklist and procedures
      - 250 Hour
      - 500 Hour
      - 1000 Hour
      - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire Machinery and other dealers across North America, who choose to participate, offer the following parts, service, rental, and accessories discounts as part of RFP#161534.

Dealer Related Parts, Service, Rentals and Accessories	Minimum List/Card Discount
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

CONFIDENTIAL – Request confidential treatment –

Several factors will come into play when looking at possible price adjustments. Given that our machines and their components are largely made up of a variety of metals, commodity prices will have a significant impact on how pricing is adjusted moving forward. Combined with the fluctuation in fuel cost, rubber prices as well as the cost associated to the development of technologies associated to meeting emissions regulations, we expect the prices of heavy equipment to continue to rise. With this uncertainty, Caterpillar is asking that the most current published pricing, Caterpillar's suggested Consumer Price List, be that which is used in the quotation of equipment for this contract by the supporting Dealers. Failure to do so may limit Caterpillar's ability to commit to the pricing terms as outlined in this solicitation.

Typically, price changes go into effect on the first business day of the calendar year. However, Caterpillar reserves the right to adjust prices up or down as needed with an understanding that price changes may impact purchase intentions.

In a rare situation where Caterpillar determines a need to make price list corrections/reductions we reserve the right to adjust discount structures as long as that discount change is not detrimental to the customer.

With more than 300 products, Caterpillar introduces new products and removes outdated products periodically throughout the year. Caterpillar will provide the City of Tucson an updated equipment list and discount structure when these changes take place.

Past and Future Price Increases

JAN2014:	0 to 3%	plus 0 to 5% if emissions related, and -14% on WHEX
JAN2015:	-2 to 4%	plus 0 to 4% emissions related
JAN2016:	-4 to 4%	plus 3% emissions on D6K, 815 and 816
JUL2016	0 to 2%	some paving equipment only
JAN2017:	0 to 4 %	

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

Empire will honor our discount from Caterpillar list prices to the City of Tucson for the term of the awarded contract. However, as a dealer we have no control over when the manufacturer announces price increases or how much those increases will be. Over the last three years, the prices have changed hundreds of times. To avoid overwhelming this proposal with hundreds of example price increases, Empire will provide examples of the price increases associated with the seven Caterpillar models we have included below.

Typically, in September, Caterpillar announces an annual price increase that will affect machines and work tools shipping after January 1st of the following year. This is not based on order date, but ship date. If a tractor is ordered in August and is not going to ship until January, the tractor would be subject to the price increase for that model announced in September.

The price increase sheet is detailed by model and Empire has experienced price increases ranging from -1% to +8% over the past three years. In this time frame, Caterpillar has announced one mid-year price increase. It was announced approximately 90 days before taking effect and was rolled out as described above.

In regards to price list changes, Caterpillar modifies the price pages often. These adjustments affect base price, configuration item price, internal vendor change causing a reference number change, etc.

Listed below is the number of times Caterpillar made price adjustments between 01/01/2016 and 08/10/2016:

120M:	22 Price List changes
M316D:	15 Price List changes
D6K:	19 Price List changes
308E:	23 Price List changes
930:	36 Price List changes
12M2 AWD:	6 Price List changes
CB22:	11 Price List changes

Prior to 2006, most price increases followed the commodities markets of primarily oil and iron. Historically, this was a predictable 2%-3% per year. The most significant changes in pricing since 2006 have been the expense of manufacturers adding EPA emissions compliance packages. Some machines experience as much as +8% in 12 months.

We expect Caterpillar will return to a more stable range of price increases that more generally follow the U.S. inflation rate. The long range indicators/indices for predicting construction machinery will continue to be U.S. labor rates, and energy and steel. As one of the largest steel consumers in the world, Caterpillar blends long and short term contracts on steel and other commodities to help absorb shocks to these markets, in an effort to help its dealers and customers adjust. At the time of this writing, Empire does not anticipate significant changes that would affect the expected return to standard 2%-3% annual price increases.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

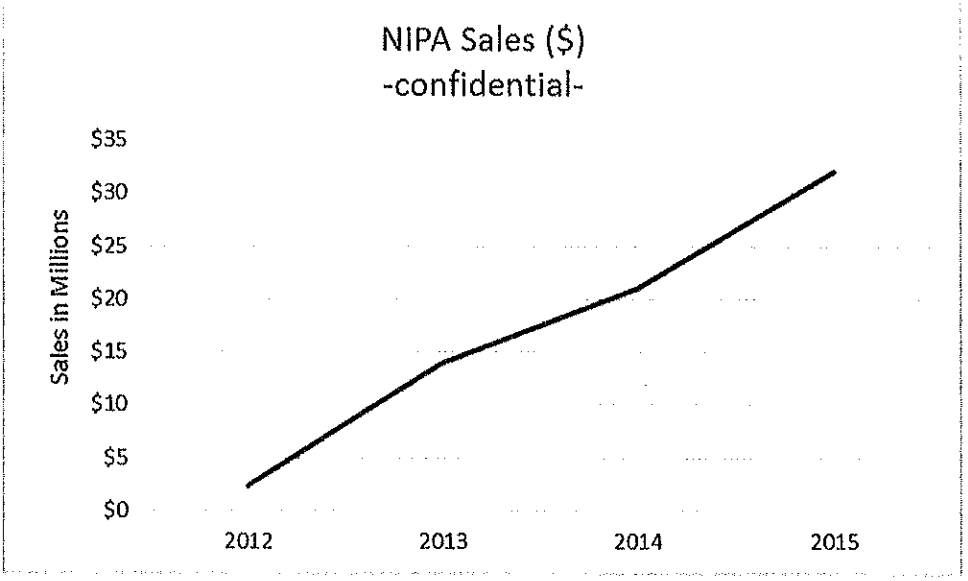
Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

- CONFIDENTIAL – Request confidential treatment –

Our success with the National IPA partnership has been outstanding. Our internal sales support staff as well as our dealers embrace the concept and fully understand how to use the program. Our results since signing the contract in 2012 have been impressive as the chart below demonstrates:



Please also refer to vendor's response section 2015 Year In Review

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency

- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

Account : CATERPILLAR INC.

D-U-N-S® Number: 00-507-0479 - CATERPILLAR INC.
Account Number: CAT1
Trade Names: CATERPILLAR
Endorsement/Billing Reference: Wilson_Alex_D@cat.com

D&B Address	
Address	100 Ne Adams St Peoria, IL, US - 61629
Phone	309 675-1000
Fax	309-675-1076
Location Type	Headquarters
Web	www.caterpillar.com

Account Address	
Address	100 NE ADAMS ST PEORIA, IL, US - 616290001
Phone	309-675-1000
Fax	309-675-1076

Assigned to: Credit Department
Account Created: 08/31/2016
Last View Date: 10/05/2016
Last Review Date: 10/05/2016
Last Import Date: 08/31/2016
Endorsement : Wilson_Alex_D@cat.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

Credit Limit	**Unavailable**	
Credit Limit - D&B Conservative	**1,000,000.00**	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	**1,000,000.00**	Based on profiles of other similar companies.
PAYDEX®	**70**	Paying 15 days past due
Commercial Credit Score Percentile	**39**	Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	**67**	Moderate Risk of severe financial stress.
D&B Viability Rating		View More Details
Bankruptcy Found	**No**	
D&B Rating	**5A3**	5A indicates 50 million and over, Credit appraisal of 3 is fair

Account Review Reasons

Status: Credit Increase Recommended **Credit Increase Recommended:** An automated review triggered a recommended action of "Credit Increase Recommended" on 10/05/2016. D&B was your source of business information to make this decision.

The **"Low Risk 2-3.99"** rule triggered this review because of the following conditions:

Condition	Value
Cat Existing Scorecard Is Between 2.00 AND 3.99	3.85

Based on the "Credit Increase Recommended" rule the

credit terms are :

	Recommended	Latest Actual
Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	No instructions provided for this Review.	No instructions available.

The recommended credit terms were based on the following:

Condition	Value
Account ReviewRule	Credit Increase Recommended Rule

The following information was used to calculate the CLM:

Expression: (Caterpillar Input 3) * 5

▸ Previous 10 Credit Terms

Credit Terms prior to review on 10/05/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Credit Terms prior to review on 08/31/2016

Credit Limit	50,000.00	Not Set
Payment Terms	Net 30	Not Set
Early Payment Discount	Not Set	Not Set
Analyst Instructions	Not Set	Not Set

Financials Statement Source: EDGAR | Interim | 06-30-2016

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

7
Days

Dollar-weighted average of **1128** payment

experiences reported from **239** Companies

Recent Derogatory Events

	Aug-16	Sep-16	Oct-16
Placed for Collection	-	-	500 on 1 acct
Bad Debt Written Off	-	-	-

D&B Viability Rating

1	**Viability Score: 1**
3	**Portfolio Comparison: 3**
A	**Data Depth Indicator: A**
4A	**Company Profile: A**

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

Company Overview

This is a headquarters location

Branch(es) or Division(s) exist	Y
Chief Executive	DOUGLAS R OBERHELMAN, CHB-CEO
Stock Symbol	CAT
Year Started	1925
Employees	105700 (1176 Here)
SIC	3531 , 3519
Line of business	Mfg construction & mining equipment, diesel & natural gas engines, industrial gas turbines, & diesel-electric locomotives
NAICS	333120
History Status	CLEAR
Financial Condition	GOOD

Stock Performance

CAT : **89.50** ↑ 2.00 (2.28%)

Previous Close: 87.52

Volume: 4197372.00

Daily High: 89.88

Daily Low: 88.05

52-Week High: 89.20

52-Week Low: 56.37

P/E: 57.3718

Market Cap: 52,288,690,700

EPS: 1.56

Div/Yield: 3.45

FirstRain Company News

- **New Cat R1700K underground loader designed**
  2016-10-05T09:22:06 AKDT 9:22 AM-Mining
- **YieldBoost Caterpillar From 3.5% To 5.8%**
  2016-10-05T08:06:23 AKDT 8:06 AM-NASDAQ.com
- **Better Buy: Caterpillar Inc. vs. Illinois Tool**
  2016-10-05T07:50:24 AKDT 7:50 AM-FOX Business
- **Caterpillar Inc. (CAT) Stock Did Its Job. Cut**
  2016-10-05T04:07:36 AKDT 4:07 AM-Investor Place
- **Kim Hauer pursues new opportunity**
  2016-10-05T02:18:07 AKDT 2:18 AM-World Coal
- **Caterpillar : Exhaust Manifold for Caterpillar**
  2016-10-05T00:00:30 AKDT 12:00 AM-4-Traders
- **SAE International to Honor Caterpillar VP**
  2016-10-04T20:29:45 AKDT 8:29 PM-Houston
- **How Middle America became Trump country**
  2016-10-04T15:36:27 AKDT 3:36 PM-MSN CA
- **Caterpillar Inc. Files Forms 4**
  2016-10-04T15:09:06 AKDT 3:09 PM-PR Newswire
- **H.O. Penn Holds SITECH Demo Open House at**
  2016-10-04T11:55:54 AKDT 11:55 AM-Construction
- **Caterpillar Oil & Gas launches G3516J gas**
  2016-10-04T08:35:37 AKDT 8:35 AM-Oil Review
- **Caterpillar Factory Purchased by MN Company**
  2016-10-03T22:49:06 AKDT 10:49 PM-WTAQ
- **Caterpillar : CAT 794 AC MINING TRUCK**
  2016-10-03T08:05:31 AKDT 8:05 AM-4-Traders
- **Seeing Machines receives Caterpillar boost**
  2016-10-02T23:08:46 AKDT 11:08 PM-ProActive
- **Caterpillar, Inc. (NYSE:CAT) Is Expected To**
  2016-10-02T10:17:36 AKDT 10:17 AM-Realist

- Caterpillar : $313,154 Federal Contract
  2016-10-01T04:05:36 AKDT 4:05 AM-4-Traders
- Peoria business benefits from laid-off
  2016-09-30T07:54:26 AKDT 7:54 AM-Pekin
- Caterpillar: Did Cramer Call A Top?
  2016-09-30T06:21:47 AKDT 6:21 AM-Seeking Alpha
- Cat's exit no disaster after all
  2016-09-29T19:16:39 AKDT 7:16 PM-The Advocate
- Caterpillar (CAT) Announces Price Action of
  2016-09-29T13:18:54 AKDT 1:18 PM-
- Caterpillar Wins 2016 ANNY Excellence In
  2016-09-29T12:30:44 AKDT 12:30 PM-SeattlePi.com
- Caterpillar Uptrend Faces Major Obstacles
  2016-09-29T11:49:21 AKDT 11:49 AM-
- Caterpillar no longer a dog, rising 7% in two
  2016-09-29T09:02:13 AKDT 9:02 AM-Seeking Alpha
- Caterpillar Affirms Commitment to Egypt's
  2016-09-29T07:55:51 AKDT 7:55 AM-Caterpillar Inc.
- Jim Cramer -- It's Time to Stop Betting Against
  2016-09-29T06:31:21 AKDT 6:31 AM-The Street
- Caterpillar Inc. (CAT) Surged To A New High
  2016-09-29T03:31:45 AKDT 3:31 AM-RTTNews
- Congratulations to the Winners of San
  2016-09-28T20:53:39 AKDT 8:53 PM-Austmine
- Caterpillar Inc. (CAT) Shares Sold by
  2016-09-28T18:47:56 AKDT 6:47 PM-The Olympia
- Asphalt compaction seeing major technical
  2016-09-28T16:19:02 AKDT 4:19 PM-World
- Wall Street closed in the green again on OPEC
  2016-09-28T12:58:27 AKDT 12:58 PM-Forex Street
- Caterpillar Is Breaking Out to New Highs -- and
  2016-09-28T10:12:32 AKDT 10:12 AM-The Street
- Infocast's 4th Additive Innovation Summit
  2016-09-28T08:03:51 AKDT 8:03 AM-PRWeb
- How's Caterpillar Doing? Check These 2
  2016-09-28T07:13:08 AKDT 7:13 AM-The Street
- Caterpillar : 35TH ANNIVERSARY OF THE CAT
  2016-09-28T07:07:33 AKDT 7:07 AM-4-Traders
- Caterpillar : NEW CAT PROXIMITY
  2016-09-28T07:03:09 AKDT 7:03 AM-4-Traders
- 2 New Equity REITs In My 85 Stock Portfolio:
  2016-09-28T00:37:13 AKDT 12:37 AM-Seeking
- MCFA appoints Towlift as Pittsburgh dealer
  2016-09-27T09:43:34 AKDT 9:43 AM-Refrigerated &
- Excited About Caterpillar Inc.'s Latest Big Buy
  2016-09-27T03:37:21 AKDT 3:37 AM-FOX Business

- 2016-09-27T03:12:44 AKDT 3:12 AM-The Street

- **Caterpillar Goes Beyond the Iron at MINExpo**
  2016-09-26T13:06:21 AKDT 1:06 PM-CNBC

- **NowNS: International experience makes local**
  2016-09-26T11:04:45 AKDT 11:04 AM-The Chronicle

- **Caterpillar eyes a brighter future ahead of**
  2016-09-25T20:41:21 AKDT 8:41 PM-Mining

- **Caterpillar (world's No.1 heavy machinery**
  2016-09-25T18:06:38 AKDT 6:06 PM-NASDAQ.com

- **Caterpillar sees green shoots in mining, but**
  2016-09-24T16:43:38 AKDT 4:43 PM-MINING.com

- **Caterpillar Gives the Gift of Power to St. Luke's**
  2016-09-24T15:20:45 AKDT 3:20 PM-PR Newswire

- **American workers out, foreign workers in**
  2016-09-23T13:18:23 AKDT 1:18 PM-

- **Caterpillar Vice President Kim Hauer to Pursue**
  2016-09-23T07:55:18 AKDT 7:55 AM-Caterpillar Inc.

- **Nick in the AM: At least one media source**
  2016-09-23T05:51:23 AKDT 5:51 AM-The Peoria

- **From manufacturing to innovative design**
  2016-09-23T00:32:54 AKDT 12:32 AM-Engineers

- **QUT to Lead a Project with Caterpillar for**
  2016-09-22T18:53:23 AKDT 6:53 PM-Austmine

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	03/06/07
Suits	4	03/11/16
UCCs	722	08/09/16

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

Currency: Shown in USD unless otherwise indicated

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

1	Viability Score	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 1 have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 1: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

3	Portfolio Comparison	Lowest Risk:1	Highest Risk:9

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Low Risk**
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked 3 with this model segment: **15 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

A	Data Depth Indicator	Predictive Data:A	Descriptive Data:G

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

A	Company Profile	Financial Data	Trade Payments	Company Size	Years in Business
		Available	**Available** (3+ Trade)	**Large**	**Established**

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available** (3+ Trade)
- Company Size: **Large** (Employees: 50+ or Sales: $500K+)
- Years in Business: **Established** (5+)

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Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued...

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Machinery
7000 S. Nogales Highway
Tucson, AZ 85756-9640
Phone: 520-746-8200

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

TO: Jeffrey Whiting, Contract Officer
City of Tucson

FM: Ann Schreifels
Governmental Sales Manager

RE: Price Discounts and Price Pages

Caterpillar does not have a typical product catalog or price pages. Because our machines and equipment are relatively low volume products and often created to customer specifications, we don't have a static document to attach here. With more than 300 products that each have a detailed 20- 40-page price list, we also didn't feel it was in the best interest of the City's environmentally conscious policies.

The City of Tucson can request current price pages from Caterpillar Inc, or from Empire Machinery at any time.

Because our pricing model under this contract is a minimum discount off of list price, those discounts are attached here. Working with the local sales representative to configure the machine correctly and then applying the discount will result in the contract price indicated in this proposal.

Please feel free to reach out to me at 309-338-5976 or to Patty Redpath at 309-494-4578 if you are not able to reach a local Empire Machinery contact.

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks

725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%

Rigid Frame Trucks

770	10.00%
773	10.00%

Landfill Compactors

816	14.00%
826	14.00%
836	14.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	15.00%
824	15.00%
825	15.00%

Wheel Loaders

903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%

Track Loaders

953	20.00%
963	23.00%
973	23.00%

Worktools	15.00%

Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified)	
(Reference the "XQ2000N" Caterpillar Price List)	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

Allied Products Discount Table	
Construction and Mining	**Minimum List/Card Discount**
Allmand (Light Towers)	18.00%
Broce Brooms	9.00%
JLG (Man lifts)	22.00%
Mega (Water tanks, Towers and Trailers)	8.00%
Genie (Man lifts and Telehandlers)	20.00%
Progressive Solar (Solar Power Light Plants)	10.00%
Multiquip Power	24.00%
Sullair Air Compressors	28.00%
Rockland (Buckets and Dozer Blades)	8.00%
Paladin (Couplers and Attachments)	8.00%
CE Attachments (Attachments)	12.00%
Dymax (Attachments)	8.00%
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	10.00%
Wain-Roy	11.00%
Agriculture	
Challenger Tractors	13.00%
Massey Ferguson Tractors	13.00%
Rome (Construction Grade Discs and Plows)	13.00%
Woods (Scrapers and Mowers)	13.00%
Gearmore (Attachments)	13.00%
Reynolds (Scrapers)	13.00%
TG Schmeiser (Box blades, Land Levelers)	13.00%
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	13.00%
On Road Industrial	
Fuso Trucks	7.50%
Mac Trailers	8.40%
Maintainer (Service Bodies)	6.00%
Murray Trailers (Heavy Haul)	2.00%
Trail King (Small to Heavy Haul)	7.00%
UTB (Service Bodies)	8.40%
Fleming Trailers	8.40%
Technology	
Spectra Precision (Survey Instruments)	12.00%
Trimble (2D and 3D Grading Systems)	12.00%
Accugrade (Caterpillar Grade Control)	12.00%
Seco (Surveying and Site Prep)	12.00%
Laserline (Laser Controls)	12.00%
Apache (Grade Control, GPS and Lasers)	12.00%
Level Best (Laser Grading Box)	10.00%
Unlisted and Future Allied Suppliers	
All unnamed supplies will have a minimum of 40% off the Standard Dealer Discount from the Manufacturer's List Price	
Example: Unnamed Manufacturer Dealer Discount Off List	10%
40% Off the Standard Dealer Discount	4%
Minimum Discount Offered under RFP #161534	4%

Dealer Related Parts, Service, Rentals and Accessories	
Dealer Related Parts, Service, Rentals, and Accessories	**Minimum List/Card Discount**
Rental Rate Discount	15%
Used Machines Purchase Discount	20%
GET (Ground Engaging Tools) Discount	25%
Filter Discount	20%
Fluid Discount with TM&R (Total Maintenance & Repair)	14%
Undercarriage Discount	15%
Power Systems Rental Rate	15%
Power Systems Used Purchase Discount	20%
Used Work Tools	14%

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery will be providing a response to RFP #161534 on behalf of Caterpillar's Dealer network in an effort to support the terms included herein on a national scale. Empire will provide supplemental responses to applicable questions specific to the manner in which Empire will be specifically supporting the contract for the City of Tucson. From a national standpoint, Empire's supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in territories other than those serviced by Empire Machinery

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response (only)

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response (only)

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response (only)

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	

Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many

dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

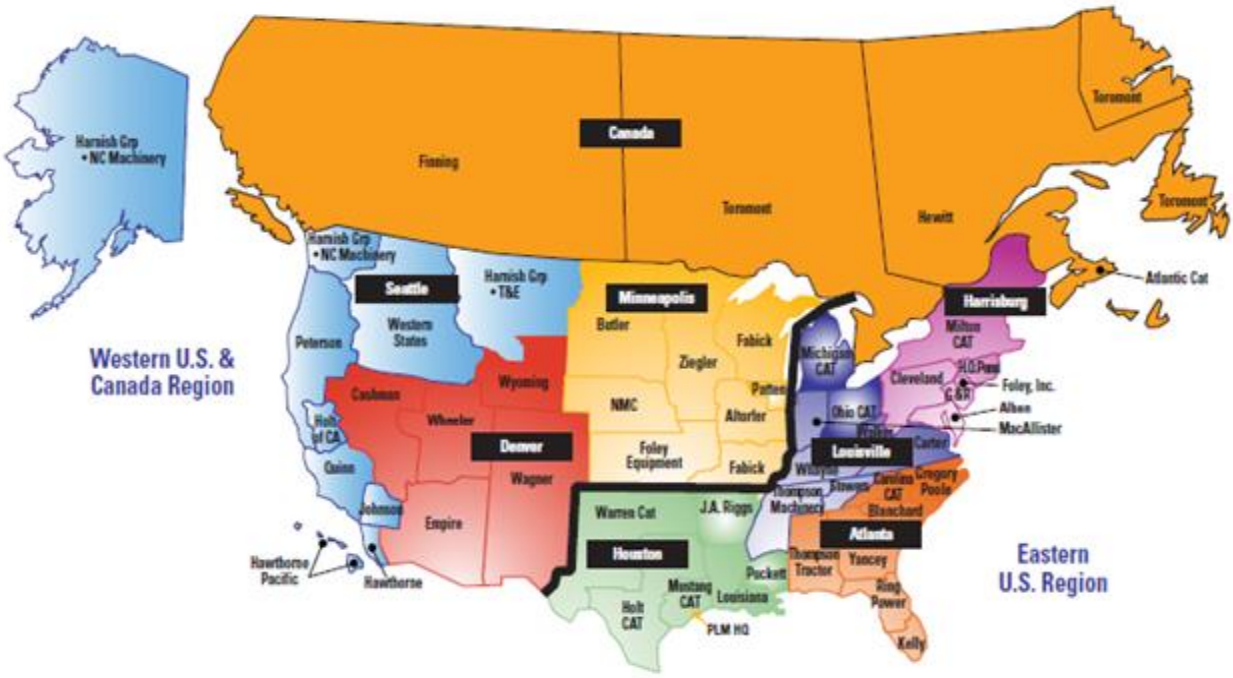

Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled "Allied Products" for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

Dealer Response

Empire Machinery represents the full line of Caterpillar equipment as described in Caterpillar's response. Cat Dealers also carry complementary products, that are non-CAT manufactured, that are available in this bid for purchase. These products are referred to as "Allied" products. Please see section 3) under Product, subsection 2. Identification and description of sub categories for a current list of Allied products.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment

As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development. This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed

in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	**On Road Industrial**
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

Dealer Response

All Caterpillar Dealers, including Empire Machinery, represent the full line of products that Caterpillar describes in their response.

Caterpillar offers the largest number of individual models in the construction and governmental industry, as the table below illustrates. With 239 different models, Caterpillar offers more than 159 machine options than their closest competitor. No matter what the need is, big or small, Caterpillar offers more machine options/configurations to help our customers optimize each machine to customer's specific application in order to help achieve maximum utilization.

Number of unique machines by Manufacturer (Excludes Mining Products)	**Caterpillar**	**John Deere**	**Komatsu**	**Volvo**	**Case**	**Bobcat**
Wheel Loaders	20	15	8	13	12	5
Motorgraders	6	3	1	0	3	0
Dozers	11	7	7	0	6	0
Excavators (not including mining)	38	22	11	21	9	10
Articulated Trucks	6	5	2	5	0	0
Backhoe Loaders	5	4	3	2	2	0
Skid Steer/Compact Track Loader/MultiTerrain Loader	30	12	0	11	10	24
Skip Loaders (Industrial Class)	1	1	0	0	1	0
Landfill Compactors	3	0	0	0	0	0
Landfill Dozers	6	1	3	0	3	0
Forest Machines – Governmental Class	12	7	7	7	2	0
Scrap/Demo Material Handlers	7	0	1	0	0	0
Off Highway Trucks – Governmental Class	4	0	2	0	0	0
Asphalt Rollers – Governmental Class	23	0	0	7	10	0
Asphalt Pavers	8	0	0	6	0	0
Dirt Rollers and Compactors	28	0	0	5	4	0
Cold Planers	5	0	0	0	0	0
Reclaimers/Soil Stabilizers	3	0	0	0	0	0
Telehandlers/Forward Reach Fork Lifts	8	0	0	0	0	0
Wheel Dozers – Governmental Class	2	0	0	0	0	0
Wheeled Excavators	8	0	0	3	0	0
Wheel Tractor Scrapers	5	0	0	0	0	0
Breadth of Caterpillar machines covering Governmental Market	239	77	45	80	62	39

For the City of Tucson and the extended Empire Machinery dealer territory, Empire Machinery offers a line of equipment and work tools that Caterpillar doesn't market or manufacture. These products are commonly referred to in the industry as "Allied Products".

Empire Machinery, as well as the other CAT Dealers across North America, carry a wide variety of Allied products to complement the Caterpillar line as well as fill the gaps of the equipment needs of our customers in all industries.

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this additional offering provides a relative model for similar products and or services that can be offered by from other Cat Dealers across the country.

The "Allied" products that are included, but not limited to, in this RFP are:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response (only)

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's 22 locations in Arizona, with three of those locations positioned in close proximity to the City of Tucson locations, are unmatched by any competitor.

Empire Exclusives:

- Family owned, locally managed by Arizonans who live in Arizona
- Over 1,600 dedicated, tenured and committed employees
- 239 different Caterpillar machine models (governmental) with exhaustive configuration options for each, allowing the City of Tucson to optimize the machine for the application
- Prime and standby power generators
- On-road trucks and trailers
- 36 Allied products that enhance production or reduce time on the job
- Over 540 trained service technicians
- Over 300 field service trucks
- 172 service bays
- Broadest warranty coverage, covering more parts than any competitor in the industry
- Warranty decisions made locally by Empire, not factory representatives
- $93 million in parts inventory
- 161,824 parts line items in stock
- 93.5% parts fill rate over-the-counter anywhere in the State
- 96.24% parts fill rate within 24 hours, anywhere in the State
- 98.3% parts fill rate within 48 hours, anywhere in the State
- 94.97% over-the-counter parts availability in Mesa
- 99.9% parts filled within seven business days, anywhere in the State
- Over 1,800 prime units and 3,000 attachments in our Rental fleets
- Professional, full-time, Caterpillar Certified Operator and Technical Trainers, along with dedicated facilities
- 60 heavy haul transport trucks
- Dedicated Consignment Department to help maximize returns on equipment disposal

Empire alone has more resources than all of our competitors combined. We firmly believe Empire is the only supplier in Arizona uniquely and exclusively qualified to provide the City of Tucson with the lowest Life Cycle Cost/Lowest Cost per Operating Hour.

Empire also offers a worldwide consignment service that has an 89% success rate, with an average days-on-market of 90 days. The majority of the remaining 11% of consignments that do not fall into the "success rate" are made up of machines that the consignor put back to work or non-typical machines such as pavers, curb machines and similar niche products that require a longer marketing time. When you consider historical methods of disposing of older and/or unused machines, this is a good option to consider.

Empire will consign **any brand of equipment** that falls into the scope of machines offered in our proposal. The consignment rate to the City of Tucson will be 9% of the actual transaction price.

For the fee, Empire will be responsible for all aspects of marketing, writing the advertising, advertising worldwide on the internet and, in print where appropriate. We will promote locally in our territory and manage all leads for the agreed upon consignment period. Empire will also be responsible for invoicing and collecting the payment from the buyer. Empire will pay seller within 48 hours of payment (typically less than 24 hours).

We have five dedicated international salesmen, plus 26 in-territory salesmen that actively and aggressively sell our consignment machines. Our consignment program has been a significant portion of our business for over nine years. Disposing of equipment via Empire Consignment realizes an estimated 10%-15% higher net return over a typical disposal using an auction service.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Please see the list of website links that Empire has provided for the accessories, parts, and supplies offered:

Manufacturer and Dealer	Website
Caterpillar	www.cat.com
Empire Southwest	www.empire-cat.com
North America Caterpillar Dealers	http://www.cat.com/en_US/support/dealer-locator.html
Construction and Mining	**Website**
Allmand (Light Towers)	www.allmand.com
Broce Brooms	www.brocebroom.com
JLG (Man lifts)	www.jlg.com
Mega (Water tanks, Towers and Trailers)	www.megacorpinc.com
Genie (Man lifts and Telehandlers)	www.genielift.com
Progressive Solar (Solar Power Light Plants)	www.progressivesolarsolutions
Multiquip Power	www.multiquip.com
Sullair Air Compressors	www.sullair.com
Rockland (Buckets and Dozer Blades)	www.rocklandmfg.com
Paladin (Couplers and Attachments)	www.paladin.com
CE Attachments (Attachments)	www.ceattachments.com
Dymax (Attachments)	www.dymaxinc.com
Weiler Paving Products (Pavers, Tack Trucks & Trailers, Wideners)	www.weilerproducts.com
Wain-Roy	www.woodsequipment.com
Agriculture	**Website**
Challenger Tractors	www.challenger-ag.com
Massey Ferguson Tractors	www.masseyferguson.com
Rome (Construction Grade Discs & Plows)	www.romeplow.com
Woods (Scrapers and Mowers)	www.woodsequipment.com
Gearmore (Attachments)	www.gearmore.com
Reynolds (Scrapers)	www.reynoldsinternational.com
TG Schmeiser (Box blades, land levelers)	www.tgschmeiser.com
Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	www.wilcoxap.com
On Road Industrial	**Website**
Fuso Trucks	www.mitfuso.com
Mac Trailers	www.mactrailers.com
Maintainer (Service Bodies)	www.maintainer.com
Murray Trailers (Heavy Haul)	www.murrytrailer.com
Trail King (Small to Heavy Haul)	www.trailking.com/trailers
UTB (Service Bodies)	www.unitedtruckbodies.com
Fleming Trailers	www.flemingtrailers.com
Technology	**Website**
Spectra Precision (Survey Instruments)	www.spectraprecision.com
Trimble (2D and 3D Grading Systems)	www.trimble.com
Accugrade (Caterpillar Grade Control)	www.Caterpillar.com/en
Seco (Surveying and Site Prep)	www.surveying.com
Laserline (Laser Controls)	www.laserlinemfg.com
Apache (Grade Control, GPS and Lasers)	www.apache-laser.com
Level Best (Laser Grading Box)	www.level-best.com

6. Do you offer color choices for each product listed?

Caterpillar Response (only)

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire/Caterpillar Warranty Offerings:

Caterpillar offers a wide range of warranties that can be custom built to best match the needs of our customers. There are two (2) basic Caterpillar warranties available: Standard and Extended

- Caterpillar Standard Warranty - All new Caterpillar manufactured machines come with Caterpillar's "Premier" warranty for 12 months, with unlimited hours, at no additional cost to the buyer. (See warranty details below under "Caterpillar Extended Warranty".)
- Caterpillar Extended Warranty – Begins at expiration of Standard Warranty. Caterpillar Insurance and Caterpillar dealers provide a vast array of optional warranties that can be customized by the length of time (from 2 - 7 years) and/or by the hours (2,000 - 10,000 hours).

There are three (3) types of extended warranties available from Caterpillar:

- Powertrain Only – Covers the components that are used to either produce, transmit or control engine horsepower for propelling (moving) the machine; such as engine, transmission, final drives, axles, and brakes.
- Powertrain and Hydraulics – Covers all the items above plus hydraulic hoses, lines, pumps, valves, cylinders, hydraulic coolers, and hydraulic filter mounts.
- Premier – Includes all of the above with the addition of starters, alternators, pulleys, AC condensers, air conditioning compressors, fuel lines, fuel tanks and associated parts, water piping, radiators, mufflers, electrical indicators, gauges, instruments, wiring harness, switches, joysticks, relays, circuit breakers, frames and chassis, and weldments.

General Warranty Information

Coverage - Inclusions, Exclusions

Standard machine warranty and extended warranties between manufacturers and dealers are not equal. There is no industry standard of items "to be included or excluded" in the scope of either coverage.

Repairs and/or replacement of components excluded by competitive manufacturers can present a significant expense or savings to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products, as well as ensuring the lowest total cost solution for our customers.

Warranted claims will be presented by the customers to the supporting Caterpillar Dealer and will be administered at the local level. Empire will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customers.

Caterpillar machine warranties are the most comprehensive, covering more parts, more expensive parts, and excluding fewer items, in the industry. This results in lower expense exposure to the owners of Caterpillar equipment.

In comparing major manufacturers' stated warranty coverage listed in publicly available warranty documents, here is an example of parts (including their replacement labor) that are excluded by many manufacturers, but are included by Caterpillar Standard Warranty:

- Radiators
- Mufflers
- Starters
- Alternators
- AC Condenser/Compressor
- Fuel lines
- Hydraulic hoses and lines
- Gauges
- Wiring harnesses
- Frames and structures

Each of these individual items vary between different manufacturers, but they provide evidence that a buyer should consider the coverage of each to fully understand the true scope of their exposure, and calculate that exposure into the total machine price, from an operating cost perspective.

Beyond the firm boundaries of inclusions and exclusions of warranty, Caterpillar dealers utilize a "Fair Value" policy. Fair value is simply the process and procedures that rely on ethical and reasonable decisions to participate in a repair expense beyond warranty coverage. Fair value rules are not described in any written form; they take place when a Caterpillar Dealer and end user experience an event where both feel that the failed part did not meet expected life in a given application.

Once misapplication, abuse or misuse conditions are excluded, fair value reimbursement comes in a variety of forms: From full reimbursement to a shared expense, based on remaining normal life of the failed part, between Caterpillar Inc., Empire and the customers.

Additionally, Caterpillar warranties cover consequential damages. Some major and most minor brands do not. Example: A turbo fails, injects a part from the turbo into the cylinder head, and then destroys the head and piston; piston fracture penetrates the engine block. The turbo is the root cause, but Caterpillar warranty covers the entire repair of consequential damages.

View below to see the inclusions and exclusions of each of the three types of warranties Caterpillar offers:

✓ Represents covered items in their respective category

** Represents items typically excluded by most other manufacturer's warranties, but are included under Caterpillar's warranty coverage.

Engine & Accessories	Powertrain	Powertrain + Hydraulics	Premier
Engine – Internal Components	✓	✓	✓
Valve Cover	✓	✓	✓
Oil Cooler BHL	✓	✓	✓
Radiator			✓
Exhaust/Muffler			✓
Manifolds	✓	✓	✓
Fan Motor	✓	✓	✓
Water Pump	✓	✓	✓
Fuel Injection Pumps	✓	✓	✓
Injectors	✓	✓	✓
Lift/Transfer Pump	✓	✓	✓
Senders/Solenoids/Sensors	✓	✓	✓
Thermostat	✓	✓	✓
Flywheel & Torque Converter	✓	✓	✓
Oil Pan Group	✓	✓	✓
Engine Oil Filter Mount **	✓	✓	✓
Turbocharger	✓	✓	✓
Pulleys **	✓	✓	✓
Starter			✓
Alternator			✓
AC Compressor/Condenser			✓
Electronic Control Modules	✓	✓	✓
Governor/Speed Controls & Linkages **	✓	✓	✓
Fuel Lines **	✓	✓	✓
Fuel Tank & Associated Parts			✓
Water Piping			✓
Oil Hoses/Lines			✓
Transmission/Hydrostatic/Driveline	**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Transmissions	✓	✓	✓
Final Drives/Planetary	✓	✓	✓
Drive Shafts	✓	✓	✓
Transfer Case	✓	✓	✓
Wet brake assemblies	✓	✓	✓
Hydrostatic Pumps & Drive Motors **		✓	✓
Linkage/Lines Connected to Hystat Pump **		✓	✓
Drive (pilot/eh) Control Valves **	✓	✓	✓
Senders/Sensors **		✓	✓

Axles		Powertrain	Powertrain + Hydraulics	Premier
Axles		✓	✓	✓
Axle Seals	**	✓	✓	✓
Lug Nuts & Bolts	**	✓	✓	✓
Differentials		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Differentials		✓	✓	✓
Hydraulic Systems		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Hydraulic Pumps & Motors			✓	✓
Hydraulic Cylinders			✓	✓
Hydraulic Valves & Controls			✓	✓
Hydraulic Accumulators	**		✓	✓
Hydraulic Oil Coolers	**		✓	✓
Hoses and Lines	**		✓	✓
Hydraulic Quick Couplers	**		✓	✓
Hydraulic Oil Filter Mounts	**		✓	✓
Electrical		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Gauges/Indicators/Instruments	**			✓
Wiring harnesses	**			✓
Switches	**			✓
Frames & Linkages		**Powertrain**	**Powertrain + Hydraulics**	**Premier**
Chassis/Implement Frames	**			✓
Weldment	**			✓

Allied Product Warranty:

Allied products are excluded from the above terms and conditions. All Allied products will be sold with the manufacturer's standard warranty. This warranty differs from manufacturer to manufacturer. If extended warranty is available and the City of Tucson requests extended options from an Allied manufacturer, Empire will provide the price on a case by case basis.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Service utilizes a highly structured, fact based and scientific Root Cause Failure Analysis process that is followed by Empire's Service Department. The process ensures the customer that Empire and Caterpillar fully understand the cause, and what role each affected part played in the failure, in order to help prevent it in the future.

The warranty process for Caterpillar machines is unique to the industry, allowing Empire to decide through its due diligence alone, if the failed part is covered under the scope of warranty. In the event of a warranty repair, Empire is responsible for repairing the machine. Once the repair is completed, the warranted parts and labor is charged to Caterpillar.

Any non-warranty covered items (such as oil antifreeze; fluids that cannot be reused) will be the responsibility of the owner. In the event that Caterpillar concludes a different root cause and believes it was caused by misapplication or misuse and rejects reimbursement, and Empire does not, Empire will absorb the expense.

3. description of your policy addressing warranty issues related to:

    i. Major Component Failures
    ii. Engineering Deficiencies
    iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering

Deficiencies, and Empire Machinery's standard response time to address warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

As America's #1 dealer rebuild center, Empire inventories new complete components, along with remanufactured components, for replacement when a machine is down and the customer requires an emergency complete component replacement. Beyond Empire's extensive parts inventory, Caterpillar parts distribution warehouses across America and the globe also inventory an extensive selection of new components and remanufactured components.

Excluding emergency complete component replacement, Empire will bring to bear as many resources as possible to tear down and reassemble the down component, to return the machine to production as fast as humanly possible. This includes our staff working three shifts and/or weekends continuously or "around the clock" to achieve the turnaround if warranted. Normal warranty coverage will only cover normal (non-overtime) shop labor rates, during normal service hours. Normal service hours are from 5:00 a.m. to 12:00 midnight, Monday-Friday and from 6:00 a.m. until 12:00 noon on Saturdays.

Overtime rate is charged for all hours worked on holidays. No other competitor that we are aware of provides this expanse of available normal service hours. When requested, Empire will work overtime with the incremental overtime fee charged to the City of Tucson. Normal warranty coverage only includes shop labor rates during normal business hours and thus could result in overtime charges to the customer. Additionally, parts that are not normally stocked may include a customer charge for additional freight or handling, depending on circumstances.

Engineering Deficiencies: Empire and our customers benefit from a long relationship with Caterpillar Engineering for new machines and product improvement testing. Because of our unique Arizona/Imperial County, California and territory, Caterpillar engineers prefer to test new machines and product improvements in Empire's territory because of the range and access to high ambient temperature, high altitude, sea level altitude, abrasive dust, hard caliche and granites soil and sand (dune) conditions. Our applications range from farming to forestry harvesting, to hard rock mining.

This multi-decade experience has provided Empire staff with a wealth of knowledge, experience, relationships and access to Caterpillar's engineering staff around the world. It has provided our customers with purpose-built machines and components tested here to perform here. This experience helps our staff identify a deficiency, quickly begin to test our possible solution, and offer it to Caterpillar; or fabricate, install and test Caterpillar's solutions.

Empire's standard response times are based on the fact that our customer purchases a new machine because unscheduled downtime creates critical disruption to their production. Most customers expect that we will handle every machine-down warranty event like an emergency. We are "built for it". Empire invests and maintains the staffing capacity to provide

customers two shifts per day, plus single shift on weekends and on-call staff for holidays to respond to these events with the utmost urgency.

Beyond this, a failure on Empire's part to deliver expected or promised service is always taken into account before any request for additional charges are presented to a customer. We take pride in the fact that Empire's owners expect all employees to consider first how we may have contributed to increasing a customer's expense or downtime. We are empowered, at all levels, to make ethical and fair charge adjustments before approaching a customer about additional expense to warranty coverage.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs

associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

With over 360 different Caterpillar products covered in this solicitation, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format.

Additionally, because of the competitive exposure, we are not at liberty to provide for public record, all of Caterpillar Insurance Extended Warranty pricing. For this proposal, we will provide requested rates on a model-by-model, term and hour specified basis.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire's technical resource group (similar to all Caterpillar dealers) has been engaged with Caterpillar engineers throughout the development of Tier 1, Tier 2, Tier 3, Tier 4i and Tier 4 Final since the Federal regulations were implemented.

Empire's (and our customers') ongoing participation of Caterpillar "Field Follow" program of prototype machines operated by customers in our territory, provides Empire both a first look and a wealth of experience in service support before production machines are ever produced for sale or delivered to a customer. Additionally, Caterpillar offers remanufactured exchange filters and Empire stocks them.

As of this submittal, it is becoming more apparent that exchange emission filters available from our parts department are faster, safer, more environmentally responsible and more economical for the customer than the other option of maintaining a DPF cleaning machine at our dealership stores. For redundant support, Empire owns and operates a DPF cleaning machine in our Phoenix store in the event of an unexpected supply disruption from Caterpillar.

Along with the above service capacity, Empire provides on-line information, updated regularly, for the City of Tucson managers, supervisors and operators to help them understand how the technology works. Tips and warnings are constantly updated to help our customers stay informed and reduce the risk of emissions solutions damage. Empire requires continuing education for our Sales and Product Support staff as an incremental resource that helps customers stay informed. Our operator trainer staff is always available to our customers for on-the-job operator education of the technology.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response (only)

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations

- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council
- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response (only)

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing

requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

Image 2: US Dealer Locations

Dealer Response

All 22 Empire stores are capable of warranty service and have trained technicians to support warranty.

For very large components, some remote branch stores may not have the heavy lifting infrastructure or highly specialized machining tools to complete every job. Those components may be shipped to the closest Empire facility that can complete the work. All such transportation will be handled by Empire internally.

EMPIRE LOCATIONS	TELEPHONE	ADDRESS	
Apache Junction	480-308-9100	3215 S. Winchester Rd.	85119
Blythe	760-921-9500	190 S. Intake Blvd.	92225
Buckeye	623-925-3020	26403 MC 85 Buckeye	85326
Buckeye	623-474-0840	25630 W. Durango St.	85326
Casa Grande	520-374-3500	8901 W. Highway 287	85194
Deer Valley	623-760-1100	21230 N. Black Canyon Hwy., Phoenix	85027
Eloy	520-582-2900	3501 W. Houser Rd.	85131
Flagstaff	928-526-2800	4900 E. Empire Ave.	86004
Globe	928-402-6410	190 W. Ash St.	85501
Imperial	760-355-2443	3393 Highway 86	92251
Kingman	928-757-1159	3255 E. Rutherford Dr.	86409
Mesa	480-633-4000	1725 S. Country Club Dr.	85210
Mesa	480-633-4421	256 W. Juanita Ave.	85210
Nogales	520-287-6630	350 N. Mariposa Rd.	85621
Peoria	632-707-1700	9802 N. 91st Ave.	85345
Phoenix	602-333-5600	801 N. 44th Ave.	85009
Phoenix	602-627-5700	840 N. 43rd Ave., Phoenix	85009
Prescott	928-499-6001	3060 Centerpointe East Dr.	86301
Safford	928-387-8700	444 W. Old Country Club Rd.	85546
Show Low	928-532-2098	1501 E. Thornton St.	85901
Tucson	520-746-8200	7600 S. Nogales Hwy	85756
Tucson	520-407-3100	3830 N. Highway Dr.	85705
Yuma	928-317-7800	3885 E. Gila Ridge Rd.	85365

Image: Empire locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

As described in Caterpillar's response, Empire and other CAT Dealers can customize maintenance programs to fit the specific needs of our customers.

The pricing for maintenance services explained below can vary based on the model, hours of usage, and duration of agreement, and can be quoted on an individual basis.

The following are some examples of the different maintenance agreements that are available:

- PM (Preventative Maintenance) Services

  PM services are broken into five (5) categories and follow the manufacturer's service recommendations, or can be customized to meet customers' needs.

  - PM1 – Services the manufacturer recommends at 250 hours
  - PM2 – Services the manufacturer recommends at 500 hours
  - PM3 – Services the manufacturer recommends at 1,000 hours
  - PM4 – Services the manufacturer recommends at 2,000 hours
  - PM5 – Services the manufacturer recommends at 4,000 hours

  Empire and participating dealers can offer different options for these hour intervals including:

  - Parts only agreements
  - Parts and fluids only agreements
  - Parts, fluids, and labor agreements

Please see generalized chart below for the services performed at each PM interval.

	PM1 250 hours	PM2 500 hours	PM3 1000 hours	PM4 2000 hours	PM5 4000 hours
Change Engine Oil, Engine Oil Filters and take engine oil sample	x	x	x	x	x
Speed Reducer Oil Gets Changed and Sampled (On Elevator Scrapers)	x	x	x	x	x
Check all fluids levels such as Transmissions, Differentials,	x	x	x	x	x
Tandems, Hydraulic, Steering, Coolant. Change fuel filters and fuel /water separators,	x	x	x	x	x
clean fuel bowl screen (replace if neccessary)					
Change Primary Air Filters	x	x	x	x	x
Check Coolant Condition - Freeze point	x	x	x	x	x
Perform and record a visual walk around of equipment as per OEM including but not limited to Back up alarm, tires, batteries, belts, ground engaging tools (cutting edges, bucket teeth, dozer blade, Moe board, buckets, bowl (can), ripper shanks)	x	x	x	x	x
Change cab A/C filters	x	x	x	x	x
Lubricate all grease points	x	x	x	x	x
Inspect and test all visible and safety systems	x	x	x	x	x
Change all filters this includes hydraulic filters, transmission		x	x	x	x
filters, differentials filters if applicable.					
Change rear differential oil (Backhoe Loaders oly on A-D Models)		x	x	x	x
Change front wheel oils in off highway trucks.		x	x	x	x
Change the Transmission oils, clean transmission screens and magnetic			x	x	x
Change swing drives oils on excavators , change			x	x	x
differential and finals oils on backhoes.			x	x	x
Change hydraulic oils on AG tractors, telehandlers, vibratory			x	x	x
compactors only, change chain case oils on skid steer loaders.			x	x	x
Change circle drive oil on motor graders			x	x	x
Change the differential and finals oils				x	x
Change tandem oil drive oils on motor graders				x	x
Change circle drive oils on motor graders accoding to OEM				x	x
Change hydraulic system oil.					x

- **Total Maintenance and Repair (TM&R):**

  In a TM&R agreement, Empire and participating dealers will completely cover the equipment for any agreed upon repairs and preventative maintenance services for the duration of time and usage hours as specified by the agreement, based on the customers' needs.

  TM&R's can be customized by the customer, including the following:

  - With/without travel
  - With/without scheduled component rebuilds

- Powertrain & Hydraulics
- With/without certain PM services
- With/without daily maintenance & cleanings
- With/without daily fueling

Exclusions in most cases include the following:

- Tires
- Glass
- Fuel
- GET replacement
- Components that contact the ground (bucket, blade, bed, bowl, etc.)
- Misuse and abuse
- Paint
- Any repairs due to customer not following the Original Manufacturer's Manual (OMM).

- **Man on Site Agreement:**

  This type of an agreement can be offered on a stand-alone basis or in conjunction with other maintenance agreements for any customer that does not have the qualified staff/technician(s) or, is unable to add them.

  Empire and participating dealers will provide a "man on site" for any duration of usage hours and time: Day, week, month, as specified by the agreement.

  The technician will usually perform:

  - Running repairs
  - Preventative maintenance services

  Other onsite services could include:

  - Daily inspections
  - Cleanings
  - Operational checks

  The "man on site" agreement includes a qualified technician, field service truck, and the tools needed to perform basic repairs.

  Additional "man on site" Inclusions or exclusions in most cases include the following:

  - Housing (when applicable)
  - Overtime rates

- Unique equipment tooling costs: Large cranes, cribbing, certified shops, contamination control, etc.
- Percentage of guaranteed availability

- **Daily Fuel and Lube Agreement**

  Empire, and participating dealers can provide daily fueling and grease to any machine at any of the City of Tucson sites, for any duration of time and/or usage hours to the specified needs of our customers.

  Inclusions and exclusions in most cases include:

  - With/Without daily cleanings.
  - With/without daily inspections

We do not provide loaner machines. Empire will provide a down machine rental discount program (see details below).

For dealers representing any brand, contractual loaner guarantees have an incalculable financial risk. No dealer can guarantee 100% of the time that they will have a like-kind machine available and ready at any given moment.

But, this deserves more explanation:

Our highly valued relationship with the City of Tucson demands we consider loaners in certain circumstances. However, that decision must remain solely at Empire's discretion and it will be one of several possible solutions for a down machine that creates a critical hardship.

At a minimum, Empire will provide a subsidized rental machine that is either an exact match or based on the City of Tucson's input, adequately sized unit at a 50% discount from Empire's rental rate. The City of Tucson will be responsible for the normal rental wear items associated with a rental for the duration of time the down machine is under warranty.

Additionally, if a down machine is causing a hardship to the City of Tucson from a habitual issue that Empire has not yet solved, the probability is high that Empire will provide a loaner at no cost to the City of Tucson, other than wear items. But again, that decision must remain solely with Empire.

Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in Empire's territory to reduce down time and increase productivity.

Empire only employs trained, experienced technicians to support Caterpillar's full range of products. Empire Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or application issue resolutions. Empire TC's have a direct line of communication with Caterpillar Inc., through the Dealer Solution Network, to expedite problem solving.

Empire currently employs over 1,600 employees, of which approximately 73% are dedicated to product support. With over 22 service locations, over 170 service bays and over 290 field service trucks, these highly skilled and trained Caterpillar trained

technicians are in close proximity to provide unmatched service capabilities to meet your service requirements.

As part of a commitment to servicing customers, Empire invests nearly $3 million annually in technician, parts counter, and product support representative training. Over the last 65 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry, through a financially healthy and viable company that is dedicated to the business of our customers.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

i. How will equipment training be conducted?

Empire will travel to whatever organization site the City of Tucson requests, to provide both operator and preventative maintenance training.

ii. Describe the training curriculum for the equipment operators.

Empire offers comprehensive operator training for all Caterpillar machines by our Certified Dealer Instructors (CDI). CDI's are dedicated full time to this process. CDI's are Caterpillar Certified on various applications for individual machine groups. Empire does not depend on a service technician or machine

salesman to provide this critical task. CDI's begin the ownership experience by providing customers the most thorough "in-service" training and orientation in the industry. This service is provided at delivery of ALL new Caterpillar machines.

The operator training includes complete machine walk-around inspections, discussion regarding daily maintenance/checklists and hands-on operational instruction, along with comprehensive coverage of the Operations & Maintenance Manual. Proper operator understanding is a significant advantage to help reduce the operating cost per hour of the machine life cycle.

The orientation will cover the following:

- Coverage of the Operation and Maintenance Manual
- Hands on demonstration of all wet and dry fluid and filter locations and compartments
- All safety decals and their meaning along with examples of incidents
- All machine controls, functions, features
- Live demonstration (where site allows) of machine reaction to control inputs
- Review common operator misuse or abuse habits and resulting damages (i.e. damaging parking brakes)

Additionally, our Operator Training Department permanently staffs a Training Manager with seven Certified Dealer Instructors traveling throughout Arizona, performing new machine delivery training, certified training and refresher courses along with analyzing production improvements for in-specific applications when requested.

Empire provides this for both public and private customers, for an additional charge, when requested.

iii. Describe the training curriculum for the service technicians.

Our service delivery training begins with Safety. Our instructor will cover all the safety decals and their explanation of why, as it's described in the Operation & Maintenance Manual. The following is an outline and agenda for a training session.

Safety: All decals and what they mean along with examples of past events.

Pretest: Caterpillar Safety Test must be passed by all attendees before continuing.

1. Equipment Familiarization
    a. Walk around inspection
    b. Daily service points/lubrication
    c. Cab and controls
    d. Fundamental techniques
2. Start Up/Shut Down
3. Machine Operation
4. Systems Overview
    a. Operator's station

b. Engine
c. Electrical system
d. Power train
e. Implement and steering hydraulic systems
f. Auxiliary hydraulic lines
g. Thumbs
h. Buckets
i. Couplers

5. Post Test
6. Review Maintenance Section of Operation and Maintenance Manual
    a. Lubricants and fluids
    b. Towing
    c. Review PM checklist and procedures
        - 250 Hour
        - 500 Hour
        - 1000 Hour
        - 2000 Hour

In addition to our Service delivery process, Empire offers a dedicated facility and dedicated full time staff in our Training Institute:

The Empire Training Institute (ETI) is one of five Caterpillar Certified Regional Dealer Learning Centers in North America, and one of just three Caterpillar Certified Applied Failure Analysis training facilities. ETI provides both technical and non-technical training programs for Empire employees, customers and other Caterpillar dealers via instructor-led and web-based training courses.

ETI is a dedicated 36,000 square-foot facility with eight fully equipped classrooms and over 10,000 square feet of shop space. Our experienced staff includes eight Caterpillar certified technical instructors, one soft skills instructor and one safety instructor.

Classes can be scheduled and conducted at the Empire Training Institute facility at Empire's Mesa campus or at customer sites. All training courses utilize "pre and post" testing procedures to measure learning and monitor growth, and students are presented with a certificate upon successful completion.

Training topics include, but are not limited to:

- Safety
- Diesel
- Electrical
- Engines
- Applied Failure Analysis I, II and III
- Hydraulics
- Machinery & Equipment
- MSHA for Experienced Miners
- Powertrain
- Preventative Maintenance
- Air Conditioning for EPA Certification

iv. How will you accommodate various work shifts?

Empire will provide training and accommodate any shift the City of Tucson requires.

v. What type of documentation is provided with the proposed training?

Caterpillar's Delivery Service Record provides a check list that our CDI's follow at machine delivery orientation. Signatures on the form require a City of Tucson representative to confirm the list was reviewed and completed.

vi. Is a "train the trainer" program available?

Yes

Is this training different than the regular initial training?

Yes, the training curriculum is focused on the trainer and how to communicate proper techniques and safety, and why it's important. Initial training is focused on the student.

Can training sessions be recorded for future use by the agency?

Caterpillar does not permit recording, copying or transferring any of copyrighted material, either at our Operator Training Academy or customer sites. Empire maintains Caterpillar's proprietary information and copyright policies.

vii. Is the training provided by the manufacturer, dealer or both?

Both manufacturer and dealer can provide training.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Machine invoices will be generated after receipt of a City of Tucson purchase order at Empire.

The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order

- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from Empire to agency
- Machine configuration (if requested)

Machine payments are due 30 days after receipt of invoice.

Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Initial contact will begin with our Sales Account Manager. A dealer Account Manager has extensive knowledge and experience in machine and attachment applications can assist the City of Tucson personnel in determining the best options.

Beyond this, the Account Manager will help the City of Tucson staff build a cost/benefit analysis to help illustrate why one machine or attachment was selected over other options. If the Account Manager believes the application question needs additional expertise, he is highly proficient at navigating Empire and supplier resources and bringing their expertise to bear.

Caterpillar has several software resources to help calculate cost per hour and cost per ton of machines, such as FPC or VET, to help users select the best machines, configurations and attachments. The Account Manager will utilize these resources to help the City of Tucson analyze options.

Additionally, if the Account Manager is asked to help research the best machine for an application and he believes that our offering is not optimum, and knows a competitive product or supplier that would be, he will explain why and help coordinate contact with the supplier, if requested by the City of Tucson. We recognize that not all of our offerings are the best and most economical fit for some applications and will readily explain so when we are asked to be part of the best solution analysis.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Most products can be sourced from Empire's extensive inventory. Our configurations are based on the optimum feature utilization and most effective cost per hour in Empire's territory. In the past, most City of Tucson units have been custom ordered because of minor configuration differences. We feel that the City of Tucson will benefit from most of the configurations we stock. This benefit is in terms of: Time of delivery, higher potential productivity, and potentially lower operating costs.

In the event we need to order a machine, the manufacturer will provide Empire a "Ready to Ship" (RTS) date. Empire will estimate additional days based on subjective experience with that manufacturer's history of accurate RTS dates. Empire will also add expected freight time. Since there are various events beyond our control such as severe weather, strikes, or U.S. Custom holds at docks, a small percentage of our given delivery times can and do extend. Empire will alert the City of Tucson immediately if we believe a committed delivery date will extend and work out a solution if the need is urgent.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

If Empire's configuration is acceptable and we can supply from inventory, we can usually deliver in less than seven calendar days. If it is urgent, we will work nights and weekends to supply a unit sooner. A significant percentage of our deliveries happen in less than three working days from receipt of firm order.

The next source for machine availability is CAT's Product Distribution Centers (PDC). PDC's have their own configurations, but most are very close to the Empire configuration. If a machine from this source has acceptable configurations to the City of Tucson's request, these machines will usually ship within 7 days and arrive at Empire within 14 days.

Additionally, Empire works with nearly every CAT dealer in the United States for trading inventory. We have an excellent reputation of helping other CAT dealers

secure units from our existing inventory and our "on order" inventory. In other words, we give more than we take. These outstanding "chits" help us secure earlier delivery several times a year and can usually arrive within 10 days.

If a unit must be factory ordered, we have no standard delivery time frames. Caterpillar claims 65%+ of their units will be "Ready to Ship" within 12-16 weeks. Allied manufacturers have too many variables to provide relevant estimates here. If Empire is awarded this contract, they will be quoted as needed.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

For machines and attachments, the Empire Account Manager, will provide the City of Tucson with RTS estimates upon request.

Parts – Hours of Operation

When parts are needed, Empire has been the trusted and tested source to provide them, regardless of the time of day. In a crisis or emergency, Empire has the infrastructure and people in place to provide the parts that others cannot.

- Parts are available 24 hours/7 days a week/365 days a year
- Standard business hours for Empire's Parts Stores are:

  Monday – Friday from 7:00 a.m. – 5:00 p.m.

After hours/emergency parts service is available by calling a store's main number. (Provided in section 4, subsection 2 under "Dealer Response") This service is available anytime outside standard business hours. When a call is placed, an Empire parts representative will respond, locate the parts needed, and arrange to meet at the store for pick up.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Historically, Empire's most common challenges in delivery of machines have been due to severe winter weather in the mid-west and U.S. Customs holds for freight shipments at U.S. shipping ports.

With regard to parts, Caterpillar/Empire has experienced challenges when suppliers to Caterpillar of a sub component part fails on hundreds of machines in a short time. A cascade of challenges begin at that point. Usually the manufacturer's parts supply is depleted and because of the unanticipated demand, the supplier cannot ramp up production of the correct part in the normal time most Caterpillar owners have come to expect.

Throughout our 65 year history, we have faced a number of these challenges. Customers want answers. Depending on the severity, it can take a few days to diagnose the root cause before we can begin to respond to repair affected machines.

Because of Arizona's unique geography, high elevations, hard material, and high ambient temperatures, many machine failures can show up in Arizona before the rest of the world experiences them. These events have taught us to maintain a hyper awareness of developing issues. Empire is usually the lead dealer to discover the issue and help Caterpillar (and other dealers) with the solution. These events help our staff stay highly vigilant in providing early identification and developing solutions for our customers.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Empire's website does not provide any machine pricing for this contract. Our website does provide pricing for used machinery and used parts.

Empire Parts store is an online service that allows you to order parts from your computer. Some of the benefits are:

- Order parts anytime 24 hours/7 days a week/365 days a year
- Ability to track your part orders
- Electronic parts book for ALL Caterpillar machines
- Frequent order lists
- Shows available exchange/remanufactured options
- Track outstanding core returns for credits due
- Purchase history

Additional options available from www.empire-cat.com are:

- Equipment Management
  - On-Line Fluids Lab (Oil Sample Reports)
    - Track History for each component or machine
    - Custom graphing/charting trends
    - View Empire recommendations
- Vision Link-Vital Machine Operating Information (For machines equipped with Product Link, see below for Product Link details)
  - Asset Utilization
    - Hours
    - Fuel
    - Operation
  - Current Location (Google Maps)
  - Health Watch
    - Fault Codes
    - Fluid Analysis
    - Inspections (Requires Mobile App)
  - Geo Fencing
  - PM Maintenance Tracking
  - Production Tracking (requires additional accessories)
    - Pay Load monitoring
    - Project monitoring
    - Mass haul monitoring
  - Vision Link also allows
    - Customized alerts
      - ✓ Type of alert and who is notified
    - Exporting data
    - Customize groups, sites and projects

Vison Link is the software end of the information from the machine sensor transmitted by Caterpillar Product Link. Product Link will be supplied on all qualifying Caterpillar machines. Along with Product Link hardware, Caterpillar provides three years free subscription.

Product Link can be dealer installed for a nominal fee, on machines that Caterpillar does not supply as standard equipment. Generally, Product Link will be included on medium to large construction class machines. With the exception of backhoes, or skid steers, it will be included on most common machines the City of Tucson is likely to purchase from this contract. By early 2017, we believe every Caterpillar product will come with Product Link from the factory.

Technical Assistance and Documentation

Caterpillar Electronic Technician (ET) features:

- Displays parameter status
- Displays active diagnostics

- Clear and view logged diagnostics
- Performs diagnostic tests
- Print reports and diagnostic results
- Perform calibrations
- Displays current totals information, i.e. fuel consumption, operating hours, etc.
- Integration to help files

Technical Information, Service Information Systems (SIS)

The following items are available from SIS WEB subscription at no additional charge to the City of Tucson as part of this proposal.

- Applied Failure Analysis
- As Shipped
- Custom Service Information
- Disassembly & Assembly
- Engine News
- Engine Performance Specs
- Engine Tool Guide
- General Service Information
- Kits Information
- Microfiche1
- Operation and Maintenance Manual
- Parts Identification
- Safety
- Schematic
- Service Magazine
- Special Instruction
- Specifications
- Systems Operation
- Systems Operation - Fundamentals
- Testing and Adjusting
- Tool Guide
- Tool Operating Manual
- Torque Specifications
- Truck Engine News

Empire Parts Service and Sales Representatives (PSSR) assigned to the City of Tucson will provide training with Caterpillar technical software. Product Support Sales Representatives work closely with all departments and divisions within Empire and will assist the City of Tucson with needs related to product issues and with navigating the Caterpillar product support offerings.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

Is electronic invoicing available?

Machine invoices will be generated after receipt of City of Tucson purchase order at Empire. The invoice includes:

- Name of agency
- Department receiving if supplied on purchase order
- Contact name is supplied on purchase order
- Machine Serial Number
- Machine price
- Applicable taxes
- Freight from EMPIRE to agency
- Machine configuration (if requested)\

Machine payments are due 30 days after receipt of invoice. Terms of our invoices are available at: www.empire-cat.com/salesserviceterms

Is summary invoice available?

Yes

Are there other options on how an agency receives an invoice?

Invoices will be sent by mail, electronically or can be verbally requested for pick up.

Submit sample invoices.

Samples will be included in the attachment section of this RFP.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory

Dealer Response

As described in Caterpillar's response, in most cases working with Empire's Account Manager will alleviate wrong order issues. If Empire receives a purchase order and the quantity or configuration stated is, or seems not to be what was discussed, our Account Manager will attempt to notify both procurement and the user department, if procurement approves.

The vast majority of the time, we solve the issue at this stage. Errors of Empire's making are the responsibility of Empire. If the purchase order, or subsequent instruction in writing, is given by key personnel from the City of Tucson and Empire fails to correctly order the product, Empire will bear the expense of correcting it. If the item is in excess of what was ordered, Empire will remove it. If the item cannot economically be removed and it does not interfere with the production, safety, operator comfort or expose the City of Tucson to additional operational expense, Empire may elect to leave it on the machine at no charge to the City of Tucson.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response (only)

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response (only)

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response (only)

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response (only)

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to

provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CONFIDENTIAL CITY OF TUCSON RESPONSE: CATERPILLAR AND EMPIRE MACHINERY

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Freight is calculated in three different manners, depending on model, for Caterpillar:

- Caterpillar Included in Price: On most small products Caterpillar defines as BCP, such as Skid Steers, Backhoes, Telehandlers, and Mini Excavators, freight is included in the list price and is not a line item on the price list. Caterpillar dealers have zero control on this process. Caterpillar models handled in this manner are referenced as "FOB Dealer" in the Caterpillar price pages.

- Caterpillar Managed Freight: On some regional type models such as medium Excavators, Caterpillar will add the freight to the invoice. Caterpillar dealers have zero control on this process. The cost to Empire, for this particular model, is noted specifically in the Caterpillar price pages.

- Empire Quoted: Empire is responsible for the freight from either the factory or the port. Empire utilizes an RFP to quote pricing in advance for each of these models. Five to seven national freight companies compete against each other using this bid system. Empire will use this pricing methodology to determine the freight on each individual model.

- Allied Products: Allied freight varies from manufacturer to manufacturer. Some provide managed freight; some quote dealers "FOB" their factory. Empire will provide a written quote from the vendor at time of quotation to recapture these freight costs.

  Empire does not "mark-up" or profit from freight. This is a "pass through" expense to the City of Tucson.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

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SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

Dealer Response

CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Above and beyond the discounts stated in the price proposal/discounts section of this RFP, Caterpillar or Allied manufacturers may offer additional discounts beyond the minimum table. These incremental discounts may be short term (seasonal) programs or multiple unit discounts for a single transaction.

Incremental or additional discounts come from cycles of increasing or decreasing demand from the marketplace. If a manufacturer cannot produce the quantities to supply the opportunity, their incremental discounts are usually zero. Conversely, if they are targeting a new product, have over produced, or feel they are losing crucial market share in a region, they may offer dealers a temporary or seasonal additional discount with the intent it will incentivize dealers to stock more, or end users to pull purchases forward.

In the event additional or incremental discounts are available, Empire will pass these discounts on to the City of Tucson when "current" pricing quotes are requested. These quotes will show the contract minimum discount along with any additional or incremental discount and their expiration dates. These incremental discounts are usually labeled as "incentives" and they can have a very short life. Empire will explain to the City of Tucson their origin, amount and termination date.

Occasionally, Empire can negotiate termination extensions when the City of Tucson wants to take advantage of an incremental discount, but requires additional time to secure funding and approval. Empire is compelled to add: "Occasionally" means we are successful at securing extensions fewer times than not.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response (only)

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response (only)

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response (only)

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

Dealer Response

A copy of the City of Tucson Business License issued to Empire Southwest LLC (dba Empire Machinery) is included in the attachments section of this RFP.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response (only)

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response (only)

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on
http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network

brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

Dealer Response

For all support related to this contract, please contact:

Clinton Swapp
Sales Account Manager
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8213
Cell: 520-240-8213
Email: Clinton.Swapp@empire-cat.com

Ty Robertson
Product Support Sales Representative
7600 S. Nogales Hwy.
Tucson, AZ 85756
Office: 520-746-8226
Cell: 520-269-1171
Email: Ty.Robertson@empire-cat.com

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

Dealer Response

References:

City of Phoenix
Contact: Bonnie Shockley, Equipment Control Specialist
2441 S. 22nd Ave., Phoenix, AZ 85009
602-534-2129
bonnie.shockley@phoenix.gov

Maricopa County
Contact: Gidget Vigil, Equipment Manager
3325 W Durango St. Phoenix, AZ 85009
602-506-4674
gidgetvigil@mail.maricopa.gov

Cochise County
Contact: Ruben Miranda, Internal Services Administrator
1151 W Hereford Road. Bisbee, AZ 85603
520-432-8391
rmiranda@cochise.az.gov

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

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SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

Dealer Response

Empire Machinery's response is for Empire's territory only. All CAT dealers employ service personnel, with all levels of experience, but will vary from dealer to dealer.

Empire employs over 540 trained technicians throughout Empire's territory. These technicians are highly trained and the majority have job site experience in all industries including, but not limited to:

- Landfill
- Governmental
- Heavy Construction
- Highway / Road Construction
- Paving
- Mining
- Forestry
- Agriculture
- Power Generation
- Quarries & Aggregates
- Residential Construction
- Recycling

Additional Services Information

Empire Machinery provides the largest investment of any competitor in the following areas.

Service: Empire provides the largest number of both shop and field technicians in the State of Arizona. From the best data we can gather, we have more staff in each of the service areas than all of our competitive vendors combined.

Empire Service Capacity Statistics (statewide):

- Field Service Technicians: 190+
- Service Trucks: 300+
- In Shop Technicians: 330+
- Technical Communicators: 13
- Service Managers: 27+ (all former shop or field technicians)
- 90 Shop Leadspersons
- 40+ Welders
- Average length of time in Service for all technicians: 10.5 years
- Many technicians in EMPIRE's stores have over 25 years' experience for other technicians to draw from

Years of experience in service staff are important to the customer. One of the highest costs of Ownership and Operating (O&O) costs is downtime. The faster a vendor can dispatch and arrive at a down machine (based on truck fleet capacity), trouble shoot the problem (based on experience, access to information or additional expertise), select and confer repair options with the customer, repair the machine (based on truck tool box capacity), only then can the absolute lowest expense be achieved, returning the machine to production.

It is difficult to quantify savings from assessing truck capacity and capability when trying to compare one vendor to another. The parts and labor expense in the cost of a work order are easier to compare and tend to be what receives focus rather than the difficult task to determine downtime expense or savings. The primary mission, and Empire's extensive investment in our Parts and Service Departments, is focused on reducing downtime expenses while being as efficient as possible.

Value Added Support Services

The ability of the local dealer to provide value added support services is an important consideration in the purchase of heavy equipment. Empire provides many of these value added services to reduce the operating cost and risk of machine ownership.

The following is a summary of Empire's value added services:

- Tractor Machining – With tremendous capacity for component restoration and repair, reuse and rebuild of machine components (ISO9000/2001 Certified)
- Empire Hydraulic Service – Operating multiple shifts and capable of full service for all hydraulic brands (ISO/9000/2001 Certified)
- Empire Transport – Heavy haul with a fleet of 60 trucks and capable of hauling loads up to 180,000 lbs. in the event of any emergency
- Empire Training Institute – Provides both technical and non-technical training programs for EMPIRE employees, customers and other Caterpillar dealers via classroom and web-based training courses
- Technology Products and Services – Sitech Southwest, a wholly owned subsidiary of Jeff Whiteman (CEO of EMPIRE), offering a full range of technology solutions and technology support.
- Wear Analysis – Empire's own laboratory, processing 120,000 samples annually (ISO9001; 2001 Certified). The wear analysis allows a customer to repair a component or tractor before failure.
- In-Shop Services – With multiple shifts, over 400 factory certified technicians and EMPIRE's capability as the largest powertrain rebuild dealer in North America.
- Field Service Capability – 24 hours/7 days availability of over 300 field service trucks, along with EMPIRE's most experienced technicians (12 years average experience)
- Empire Power Systems – Provides turnkey solutions, service and temporary power for data centers, life support systems, telecommunication and construction. Empire also offers reliable, cutting edge solar solutions to commercial customers.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response (only)

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives

efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

PROPOSAL EVALUATION REQUIREMENTS

A. Method of Approach

1) National Program

1) Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

Caterpillar Response

Caterpillar will be providing a response to RFP #161534 on behalf of Caterpillar and Participating Caterpillar's Dealer's in an effort to support the terms included herein on a national scale. Additionally, Caterpillar has asked the local authorized dealer, Empire Machinery, to provide supplemental responses to applicable questions specific to the manner in which they will be specifically supporting the contract for the City of Tucson. From a national standpoint, these supplemental responses should only be considered examples of the manner in which business may be conducted. The contract may be supported differently in jurisdictions other than those serviced by Empire Machinery.

Please also see our attached proposed exceptions.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

Caterpillar Response

-Confidential-

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Caterpillar Response

Caterpillar and Cat Dealers are the two principle parties involved in providing products/services to public agencies. In most cases, the Cat dealers have their own transport trucks and trailers capable of handling or shipping the products/services from the Caterpillar facilities to the Dealership location(s), as well as to the Participating Public Agencies. Both Caterpillar and the dealers may contract transport out to meet time deadlines, and/or to reduce cost for our customers.

The transport companies used by Caterpillar or Cat dealers must meet the strict requirements of our transportation plan. Additional details can be provided upon request.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

Caterpillar Response

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

CONSTRUCTION INDUSTRIES	
U.S. Facilities	Facilities Outside the U.S.
Arkansas: North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallur **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong
RESOURCE INDUSTRIES	
Illinois: Aurora, Decatur, East Peoria, Joliet **North Carolina:** Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Dennison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuña, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
ENERGY & TRANSPORTATION	
Alabama: Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, DeSoto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China:** Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

Caterpillar inventory is stated at the lower of cost or market. Cost is principally determined using the last-in, first-out (LIFO) method. The value of inventory totaled $9.7B at December 31, 2015.

Information about the Cat dealer network is set forth in subsection 2.d. below.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

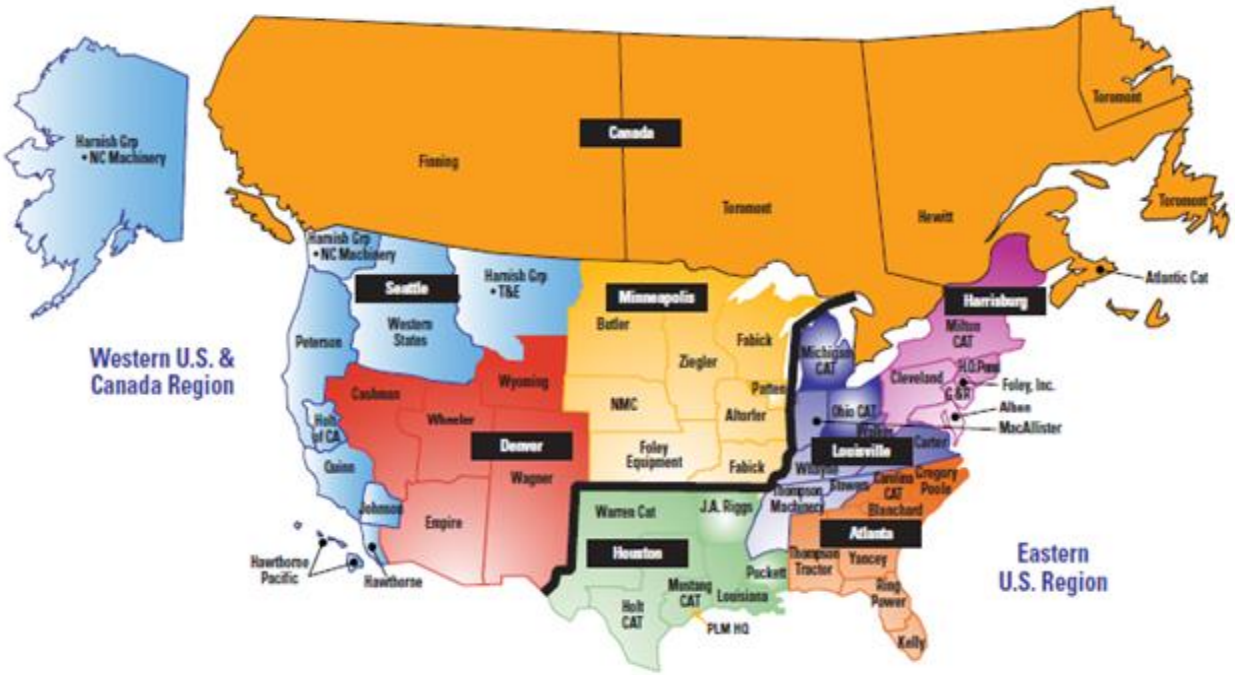

Image 1: North American Dealer Network

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.

Caterpillar Response

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Please refer to supplemental proposal, Empire Machinery Products and Services subtitled “Allied Products” for additional non-Cat manufactured/ branded lines of equipment offered by Cat dealers for purchase under this contract.

2. Identification and description of sub categories.

Caterpillar Response

Each of the equipment categories above consists of several models of machines that vary by size, horsepower and productivity.

With more than 239 models of Construction and Governmental products offered (not including mining, power generation, and engines), and multiple application-specific configurations, Caterpillar will be able to support virtually any governmental equipment need. Caterpillar is the only manufacturer to offer this many distinct models of machines, configurations and attachments.

A complete current listing with specifications and details is maintained at:

http://www.cat.com/en_US/products/new/equipment.html

Recycling and Waste
Caterpillar is the only manufacturer to offer a full line of machines specifically designed to handle landfill and waste applications.

Specific information can be found on our website at:

http://www.cat.com/en_US/products/new/by-industry/waste.html

Construction Equipment
As the recognized global leader in construction equipment, Caterpillar has repeatedly demonstrated its expertise in helping governments and contractors worldwide continue to develop and maintain infrastructure. Caterpillar has the largest breadth of products to support these applications. Caterpillar continues to lead the industry in investing hundreds of millions of dollars each year in research and development.

This ensures that what we sell is high performing, reliable, long lived products resulting in the best overall best value.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/construction.html

Technology & Solutions

Information and data are quickly becoming vital in heavy machine operation and maintenance. Caterpillar is at the forefront with the variety of solutions available to customers. Whether the goal is to track hours and location or to dive deep into operation and maintenance practices, Caterpillar has a technology solution to meet that need.

For more detailed information please visit:

http://www.cat.com/en_US/support/operations/technology.html

Paving

Road building and maintenance are core competencies of the paving division of Caterpillar. We build and support a wide-ranging product line that includes everything from compactors and pavers, to cold planers to road reclaimers.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/by-industry/paving.html

Work Tools

In addition to machines, Caterpillar will also be offering its full line of work tools to add even more versatility to the host of Caterpillar machines. This will provide an even greater selection of solutions. Caterpillar currently is a leader in both sales and models offered with more than 1800 different work tool options currently available.

For more detailed information please visit:

http://www.cat.com/en_US/products/new/attachments.html

Other/Miscellaneous/Allied

There are other product lines that don't fall neatly into the categories above. Should the City of Tucson have a need for them, they are included as part of this contract and can be offered for sale by Dealers.

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold under this contract as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Dealers as a branded Caterpillar product, or as allied equipment.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

Allied products include but are not limited to:

Construction and Mining	On Road Industrial
Allmand (Light Towers) Broce Brooms JLG (Man lifts) Mega (Water tanks, Towers and Trailers) Genie (Man lifts and Telehandlers) Progressive Solar (Solar Power Light Plants) Multiquip Power Sullair Air Compressors Rockland (Buckets and Dozer Blades) Paladin (Couplers and Attachments) CE Attachments (Attachments) Dymax (Attachments) Weiler Paving Products (Pavers, Tack Truck & Trailers, Wideners) Wain-Roy	Fuso Trucks Mac Trailers Maintainer (Service Bodies) Murray Trailers (Heavy Haul) Trail King (Small to Heavy Haul) UTB (Service Bodies) Fleming Trailers
Agriculture	**Technology**
Challenger Tractors Massey Ferguson Tractors Rome (Construction Grade Discs and Plows) Woods (Scrapers and Mowers) Gearmore (Attachments) Reynolds (Scrapers) TG Schmeiser (Box blades, Land Levelers) Wilcox Tillage (Rippers, discs, subsoilers, crumblers)	Spectra Precision (Survey Instruments) Trimble (2D and 3D Grading Systems) Accugrade (Caterpillar Grade Control) Seco (Surveying and Site Prep) Laserline (Laser Controls) Apache (Grade Control, GPS and Lasers) Level Best (Laser Grading Box)

Although these additional products and or services will be solely provided and supported by Empire Machinery for the customers within the territory Empire Machinery serves, this list of Allied products is an example for similar products and or services that can be obtained from other Dealers across the country.

3. Identify accessories, parts, services, etc. that are available through the manufacturer.

Caterpillar Response

All Caterpillar products and services will be provided through Caterpillar's North American Dealer Network.

In North America alone, Cat dealers inventory over $1.0 Billion in protective parts stock to minimize machine downtime for its customers. Caterpillar currently has an industry-leading 24-hour parts fill rate of 99%.

Caterpillar doesn't focus on just the current model parts; we provide the most comprehensive line of legacy and remanufactured parts in the industry.

Most Caterpillar machines are designed for multiple lives, meaning once the first hours of useable life has been met, it can be rebuilt once or in many cases two or three times again. Because of the long life cycles of the Caterpillar product, we make sure we have legacy parts available to ensure that customers get the full life out of their machines at the lowest cost per hour.

In addition to providing legacy parts, Caterpillar boasts the largest availability of remanufactured parts in the Industry. These parts are brought back to new standards and include the same warranty as new parts all while only costing a fraction when compared to new.

Caterpillar also offers a full line of work tools and attachments to add even more versatility to the host machine. This will provide an even greater selection of solutions for the customer. Caterpillar currently holds the market leader position in both sales and models offered with more than 1,800 different work tool options currently available.

4. Identify accessories, parts, services, etc. that are available through the authorized dealer.

Caterpillar Response

In addition to the new machines and power systems mentioned above, Dealers also offer a complete line of OEM repair parts, work tools and attachments.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by Dealers.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

The purchasing of used equipment and renting equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

Caterpillar Response

To see Caterpillar's full line of heavy equipment, work tools, and services please visit: www.cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

6. Do you offer color choices for each product listed?

Caterpillar Response

Caterpillar machines are painted Caterpillar yellow, which is a copyrighted color and is proprietary. Caterpillar will meet customers' unique paint color requirements for an additional fee which must be quoted and agreed to prior to the start of build.

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:

1. types of warranties available (by category or equipment)

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

Caterpillar machines come with standard warranties against defects in material and workmanship. Warranty inclusions and exclusions will vary by product and details can be provided at any point in the purchase process.

The majority of new machines included under this solicitation will qualify for 12 months/unlimited hours warranty. Some products, notably compact track loaders and mini excavators, qualify for 12 months/1500 hours warranty.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat dealer.

140M3 Motor Grader	Months	Hours
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well ensures the lowest total cost solution for our customers.

Also, please reference the two examples of typical warranty statements which are attached to this proposal.

For expanded explanation of the benefits of Caterpillars warranty, please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2. description of your warranty claims procedures.

Caterpillar Response

Caterpillar warranty is administered by the Dealers. Dealers are best positioned to see that the customer receives outstanding service for their warranty repairs.

Warranted claims will be presented by the customer to the supporting Dealer and will be administered at the local level. The supporting Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3. description of your policy addressing warranty issues related to:

   i. Major Component Failures
   ii. Engineering Deficiencies
   iii. Describe your firm's standard response time to address warranty failure issues.

Caterpillar Response

Caterpillar is proud to offer robust warranty for its products.

All defects in materials and workmanship are fully covered under the warranty period. All claims will be investigated by the supporting Dealer and determined whether they fall under the warranty policy or under the category of normal repair and maintenance.

Of course if there is a major component failure significantly earlier than its predicted life, the dealer will investigate to determine the likely cause of failure. Should the cause be determined to be design or manufacturing related, the customer, Dealer, and a Caterpillar representative will work together to find a solution that is agreeable to all parties.

There is not a nationwide warranty response time guarantee because machines, applications, repair requirements and availability needs will vary by geography and customer. In every situation, the Dealer will work to resolve warranty issues as quickly as possible and/or provide an interim working solution.

For additional information regarding the description of policy addressing warranty issues related to; Major Component Failures, Engineering Deficiencies, and Empire Machinery's standard response time to address

warranty failure issues, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

Caterpillar Response

For all support related to this contract, the account manager at Caterpillar is:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

For specific product support at Empire Machinery, please refer to the supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

Caterpillar Response

Additional extended protection plans are available for purchase. Three major types of protection are generally offered: Powertrain, Powertrain + Hydraulics and Premier. Customization of Extended Protection Plans is also an option available through our dealer network.

The costs for these extended plans vary by product, type of coverage, machine application and length of coverage. Because Dealers are independently owned businesses with widely varying geographic service territories, the actual costs associated with supporting such warranties will vary and cannot be quoted on a national scale by Caterpillar as fixed amounts.

Such factors include but are not limited to the Dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty and extended protection plan considerations be clearly stated and agreed to prior to any transaction as a result of this contract.

For expanded explanation of the benefits of Caterpillars warranty please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

Caterpillar Response

Caterpillar fully supports the efforts of the Environmental Protection Agency and we are proud to offer the largest number of machines compared to competitors, meeting Tier 4 final emissions requirements. All new machines are fully compliant under current emissions regulations which do vary by horsepower and intended use.

Managing a broad global product line is challenging so to ensure we are properly prepared for any additional regulations, Caterpillar has a dedicated team of experts that works very closely with EPA officials.

In 2016, Caterpillar was once again named to the prestigious Dow Jones Sustainability Index (DJSI) List, marking the 17th time we have been included in the DJSI. Caterpillar leads its global peers in the Capital Goods sector in the areas of innovation management, risk and crisis management, labor practices and human rights, as well as corporate citizenship and philanthropy.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

f. Submit all information that will aid the City in evaluating your proposal

Caterpillar Response

To view Caterpillar's achievements in sustainability, please view our most recent Sustainability Report at:

http://www.caterpillar.com/en/company/sustainability.html

Also, please note the industry awards Caterpillar has received in the last few years.

Roads and Bridges is a highly regarded industry trade publication devoted to equipment owning and operating customers. Each year Roads and Bridges publishes a list of equipment models and categories that have been identified by these customers as being the best in class for their respective categories and size classes.

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Year	Category	Level	Model
2015	Asphalt Pavers	Gold	CAT AP1055E
2015	Asphalt Pavers (Small)	Gold	CAT AP555E
2015	Asphalt Screeds	Gold	CAT AS3301C
2015	Compaction (Asphalt)	Gold	CAT CB54B
2015	Compaction (Soil)	Gold	CAT CS56B
2015	Concrete Breakers	Gold	CAT H120Es
2015	Dozers	Gold	CAT D6T
2015	Excavators	Gold	CAT 323F
2015	Loader Backhoes	Gold	CAT 420F
2015	Mini Excavators	Gold	CAT 308E2
2015	Motor Graders	Gold	140M2
2015	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2015	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2015	Specialty Excavators	Gold	CAT 335F
2015	Telehandlers	Gold	CAT TH514C
2015	Trucks (Off-Highway)	Gold	CAT 772G
2015	Wheel Loaders	Gold	CAT 938K
2015	Asphalt Milling Machines	Silver	CAT PM200
2015	Skid-Steer Loaders	Silver	CAT 259D
2015	GPS/Laser-Guided Equipment	Bronze	Cat Grade Control
2014	Asphalt Pavers	Gold	CAT AP1055E
2014	Asphalt Pavers (Small)	Gold	CAT AP555E
2014	Asphalt Screeds	Gold	CAT AS3301C
2014	Compaction (Asphalt)	Gold	CAT CB54B
2014	Compaction (Soil)	Gold	CAT CS56B
2014	Concrete Breakers	Gold	CAT H120Es
2014	Dozers	Gold	CAT D6K2
2014	Excavators	Gold	CAT 336E H
2014	Loader Backhoes	Gold	CAT 420F
2014	Mini Excavators	Gold	CAT 308E2
2014	Motor Graders	Gold	14M2
2014	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2014	Specialty Excavators	Gold	CAT 328D LCR
2014	Telehandlers	Gold	CAT TH514C
2014	Trucks (Off-Highway)	Gold	CAT 773G
2014	Wheel Loaders	Gold	CAT 938K

2014	Recyclers/Reclaiming Machines/Soil Stabilizers	Silver	CAT RM500
2014	Skid-Steer Loaders	Silver	CAT 299D
2014	Asphalt Milling Machines	Bronze	CAT PM200
2013	Concrete Breakers	Gold	CAT H90C
2013	Asphalt Pavers	Gold	CAT AP1055E
2013	Asphalt Pavers (Small)	Gold	CAT AP555E
2013	Asphalt Screeds	Gold	CAT AS3301C
2013	Compaction (Asphalt)	Gold	CAT CB64
2013	Compaction (Soil)	Gold	CAT CS56
2013	Recyclers/Reclaiming Machines/Soil Stabilizers	Gold	CAT RM500
2013	Track type Tractors (Dozers)	Gold	CAT D6T
2013	Excavators	Gold	CAT 320D L
2013	Specialty Excavators	Gold	CAT 328D LCR
2013	Loader Backhoes	Gold	CAT 420E
2013	Mini Excavators	Gold	300.9D
2013	Telehandlers	Gold	CAT TH514
2013	Wheel Loaders	Gold	CAT 930H
2013	Off-Highway Trucks	Gold	CAT 775G
2013	Motor Graders	Gold	12M2 AWD
2013	Software (Fleet Management)	Gold	CAT Product Link / Vision Link
2013	GPS/Laser-Guided Equipment	Silver	Cat Grade Control
2013	Skid-Steer Loaders	Silver	CAT 259B3
2013	Asphalt Milling Machines	Bronze	CAT PM200
2013	On-Highway Trucks	Bronze	CT660

Included Links for additional Road and Bridges information:

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receive-top-100-and-contractors-choice-awards.html

http://www.cat.com/en_US/articles/customer-stories/awards/cat-products-receivecontractorschoiceawardsin19categories.html

http://www.cat.com/en_ID/articles/customer-stories/cat-products-receivecontractorschoiceawardsin21categories.html

The following is a list of additional industry accolades that Caterpillar has received in recent years:

- Caterpillar Ranked #82 on Interbrand's Best Global Brand List
- Caterpillar wins 2016 ANNY excellence in analytics award
- Caterpillar's Commitment to Sustainable Development Recognized by United Nations
- Caterpillar helps to protect 2,100 acres of coastal wetlands in California
- Caterpillar Awarded the Vision for America Award from the Keep America Beautiful Organization
- Caterpillar named finalist for prestigious sustainability honor – Circular Economy Award
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar Named One of Fortune's World's Most Admired Companies In 2015
- Caterpillar Recognized on Interbrand's 2014 Best Global Green Brands
- Caterpillar named on Diversity Inc's Top 25 Noteworthy Companies for Diversity List for 2014
- Caterpillar of Australia Recognized For Commitment To Workforce Diversity
- Caterpillar Named One of North Carolina's Best Employers of 2014 by Business North Carolina
- Caterpillar Celebrates 60 Years in Brazil and is Chosen One of the Best Workplaces in the Country
- Caterpillar Named One of FORTUNE's World's Most Admired Companies in 2014
- Caterpillar Receives National Recognition for Hurricane Sandy Response
- Caterpillar Named a North Carolina Top 50 Family-Friendly Company
- Caterpillar Recognized for Supplier Diversity
- Caterpillar is #12 most Reputable Big Company
- Caterpillar ranked 27 on Fortune Magazine's list of the Worlds Most Admired Companies
- Caterpillar ranked 12 on the "Top 50 Employers" list in Women Engineer Magazine
- Caterpillar World Headquarters Awarded LEED-EB Gold from US Green Building Council

- Caterpillar China Wins 100 Best HR Management Companies of 2010
- Illinois Governor's Pollution Prevention Award
- Caterpillar World Headquarters Awarded US EPA Energy Star
- Caterpillar receives the International Pipeline and Offshore Contractors Association award for Eco Operator Training
- Caterpillar in Top 20 of Social Responsibility Ratings
- Caterpillar Chairman receives Distinguished Citizen Award
- Caterpillar Inc. Recognized as one of the World's Most Ethical Companies
- Newsweek Green Rakings ranks Caterpillar 72nd out of top 500 companies, 3 of top 20 industrial goods.
- Caterpillar ranked #9 on the 19th Annual "Top 50 Employers" list in Women Engineer magazine

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

1. Provide detailed information explaining your service capabilities.

Caterpillar Response

Caterpillar takes great pride in our foundation of outstanding product and customer support. While the actual service and support of products sold through this contract will be conducted by the selling dealer, Caterpillar supports their efforts through many channels.

We start by designing durable, reliable, long-lived products with ease of operation and service in mind. These products are thoroughly tested to validate the design. When approved for production, a very strict protocol is put into place to ensure strict adherence to the build plan. Quality inspections occur throughout the manufacturing process and again when it arrives at the local dealership.

Prior to first shipment, Caterpillar ensures that Dealer has access to Owning & Operating Manuals, Service Manuals, Parts Books, and Disassembly & Assembly Manuals.

Every Dealer has a process in place to troubleshoot and diagnose problems. Caterpillar also maintains a field force of technical representatives to ensure customer downtime is minimized. Factory service engineers work very closely with Dealers in situations where a problem cannot be easily resolved and engage all resources necessary for problem resolution.

2. Provide detailed information explaining the service capabilities of your authorized dealers.

Caterpillar Response

Caterpillar and Cat dealers offer industry leading product support. Field Service trucks with resident field technicians and parts drops provide a level of service unmatched in the industry to reduce down time and increase productivity.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TCs) provide additional support to field/shop technicians to aid in rapid product or application resolution. Dealer TCs have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 46,000 employees of which approximately 70% are dedicated to the product support business. With nearly 700 dealer branch locations and approximately 7,000 field service personnel, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As a commitment to servicing our customers, Cat dealers invest over $75 Million annually in technician, parts counter, and product support representative training. Over the last 90 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer territory.

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Image 2: US Dealer Locations

3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

Caterpillar Response

All Cat Dealers can customize maintenance programs for their customers based on each customer's individual needs. When a service or maintenance program is created, the terms of the program supported by the local Cat Dealer will outline any replacement / loaner options.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

4. Describe your training programs, addressing, at a minimum, the following:

   i. How will equipment training be conducted?
   ii. Describe the training curriculum for the equipment operators.
   iii. Describe the training curriculum for the service technicians.
   iv. How will you accommodate various work shifts?
   v. What type of documentation is provided with the proposed training?
   vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   vii. Is the training provided by the manufacturer, dealer or both?

Caterpillar Response

Dealers support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation.

Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise.

For additional information on these and other training options, please visit: http://www.cat.com/en_US/support/operations/cat-training.html

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

5) Ordering and Invoices

a. Describe your order process.

Caterpillar Response

Understanding that dealers have been developing and maintaining customer relationships at the local level for more than 90 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Dealer that will quote, deliver, receive payment and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

b. How do agencies work with your firm to determine appropriate equipment needs?

Caterpillar Response

Dealers have sales and application specialists who can help an agency identify the best equipment option to fit the application. Once a need has been identified, it would be in the customer's best interest to consult with the local Dealer to determine the best possible equipment solution. Should additional expertise be required, Caterpillar has expertise within the company that can also provide assistance to ensure the most favorable outcome

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

c. Describe the equipment delivery process and your delivery commitment.

Caterpillar Response

It will be the local Dealer that will quote, deliver, receive payment for, and support the products in this proposal per the terms that have been outlined.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

d. What is your standard equipment delivery timeframes?

Caterpillar Response

Depending on Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In most cases Dealers have been able to commit to a less than 90 day delivery timeframe. However, timelines need to be confirmed for each purchase.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

e. How does your firm communicate order cut off dates to your customers?

Caterpillar Response

Any questions with regards to an order will be addressed by the local supporting Dealer.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

f. Identify and describe any exceptions or challenges.

Caterpillar Response

Should an urgent US military equipment order be placed at the factory it will take precedence over any other customer orders which may delay the actual delivery of any non-military orders to the end user.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Caterpillar Response

E-Commerce capabilities are set up at a local level with the supporting Dealer. Most Dealers allow online parts ordering and while it will vary based on the individual Dealer, many offer customer portals that allow communications specific

a customers' account. This could include machine purchase and service history, maintenance schedules, technical documentation, condition monitoring and more. Please inquire locally to determine what services are available online.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

Caterpillar Response

Dealers can currently provide a pro-forma invoice prior to receipt of the actual invoice. Requests for electronic invoicing should be made to the selling Dealer. Not all Dealers are able to offer electronic invoices.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

Caterpillar Response

In most cases working with the dealer account manager will alleviate any wrong order issues. In the event that this does not resolve the issue, the Dealer will work to resolve incorrect orders as cost effectively as possible.

Defective products are covered by manufacturer's warranty.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

Caterpillar Response

Purchase orders received from a customer can be filled by an authorized dealer from inventory or by placing a new order from the factory. In either scenario, the customer will be advised about the timeline prior to delivery.

When sold, Dealers are obligated to report the sale to Caterpillar with detailed information about the sale. This creates a record in the corporate systems so that we are aware when a sale has been made to a governmental agency using this contract (National IPA).

Machine sales are only reported when the Dealer has input the transaction information into the system and the machine has been assigned to the respective industry. The sales are compiled monthly and reported back to National IPA.

k. Titles- will equipment be provided with proof of registration with the state?

Caterpillar Response

Where appropriate, all titles will be provided with proof of registration with the state.

l. Will each product be delivered free of distributor advertising?

Caterpillar Response

The buying agency and Dealer can determine what advertising is appropriate or not. There will never be a manufacturer requirement for the machine to carry a company decal/logo or to include distributor advertising.

6) Other

a. Describe any government rebate programs applicable.

Caterpillar Response

No specific governmental rebate programs are currently available.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

Caterpillar Response

Each Caterpillar machine model will be assigned specific discount off the manufacturer's published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and/or any additional options included in the published machine / option price list will be considered the maximum price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Dealer has agreed to honor. It is our intention to provide the contract administrator with the City of Tucson with password protected access to our price lists housed on a secure internet platform. This ensures price lists will always be up to date.

Any additional items above and beyond those included in the Caterpillar Price Lists such as prep, extended warranties, delivery costs, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. Rates and terms will be determined locally.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Dealer's rental fleet that the Dealer agrees to sell. At their discretion, Dealers will have the ability to extend this program to customers for the purchase of work tools. Please note that this used program is subject to availability.

Parts, service work and rental is also available through this contract. There is no national price list for these options and as such prices will be determined locally based on volume of purchases and prevailing rates.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

2) Based on your distribution network, explain how freight is calculated.

Caterpillar Response

The freight and delivery costs vary by product and will be quoted separately. Our products are manufactured in locations around the globe and vary considerably in size and weight so costs to transport our products to the selling dealer will vary widely.

If the customer chooses to have the Dealer deliver those machines to the purchaser's location the cost would be calculated based on the distance from the Dealer's place of business. The Dealer will quote actual shipping and prep costs for each machine quoted through this contract.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

Caterpillar Response

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4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Caterpillar Response

Dealers are independent businesses and Caterpillar does not dictate pricing. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Dealers will have the flexibility to extend the lowest competitive price to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

Please refer to supplemental proposal, Empire Machinery Products and Services, for the City of Tucson and the extended Empire Machinery dealer service territory.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Caterpillar Response

No additional volume rebate program is included in this proposal, however customers and their local Dealer may enter into agreement for additional discounts and or other value added provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

Caterpillar Response

None available at this time.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _0_ %, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card?__Yes _X*_No

a. If yes, can commercial payment(s) be made online? __Yes ___No
b. Will a third party be processing the commercial credit card payment(s)? __Yes __No
c. If yes, indicate the flat fee per transaction $____(as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? _X*_Yes __No

Caterpillar Response

*Commercial Credit Card acceptance (online or in person) is in the Dealer's discretion. Not all dealers will accept payment by credit card. Limits and conditions may be imposed by the local Dealer.

Dealers, either independently or in conjunction with Cat Financial may offer lines of credit to governmental purchasers.

9) Does your firm have a City of Tucson Business License? __X__Yes _X__ No

a. If yes, please provide a copy of your City of Tucson Business license.

Caterpillar Response

Caterpillar is proud to have a large presence in the City of Tucson as we recently relocated a major division with 600+ employees to the city. However, that office conducts no retail business and as such does not hold a business license. Please refer to supplemental documents which includes email confirmation from City of Tucson taxing authorities.

The local Dealer, Empire Machinery, has a City of Tucson Business license.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

Caterpillar Response

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and

mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy we need our dealers, and our customers to be successful, in order for us to continue to grow profitably. It's a symbiotic relationship where all benefit when all grow together. This success is evident in the fact that many of our dealer s have been owned by the same family for multiple generations.

Caterpillar is a leader in the heavy equipment business. This leadership also extends to sales to governmental agencies.

One of the largest factors for Caterpillar's continued success is that our customers have realized that they get the best overall value when they purchase Caterpillar. When considering the total cost of ownership, it's important to include the following factors. For any specific product, the Dealer would be able to provide detailed information tailored to the local market.

- Operating costs (include fuel burn, a key trait for which Caterpillar is broadly considered most efficient)
- Maintenance costs
- Repair costs
- Safety design and performance
- Productivity
- Ease of operation
- Reliability
- Resale value

2) Describe your dealer network and their role in providing products and services under this contract.

Caterpillar Response

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance, payment receipt and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective territories.

Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealer network currently employs over 46,000 total employees. 5,500 of these employees are dedicated to machine sales. Many dealers

have enough opportunity in the governmental market to employ sales people whose careers are dedicated to and specialized in the governmental industry. Approximately 70% of dealer employees are dedicated to product support. The Cat dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Caterpillar Response

Nationally, the contract will be managed by:

Patty Redpath
Governmental Account Manager
100 NE Adams St.
Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for specific contacts for the City of Tucson.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Caterpillar Response

For the last 90 years, Caterpillar's principal line of business has been the manufacture, sales and support of construction equipment. Throughout our history we have worked in close consort with our authorized dealers and that successful model has not substantially changed since its inception.

We have many satisfied customers in public agencies and refer you to Empire Machinery's response for three local agencies who are pleased with their support.

It is also important to reference the working partnership between Caterpillar, Empire Machinery, City of Tucson and National IPA for the past five years. The performance under contract #120377 is evidence of a strong and successful relationship. It is our desire to maintain this high level of cooperation as we move forward under this new RFP. We are deeply appreciative of the confidence placed in our machines and service and we value your business. We will do everything possible to maintain your trust as we look to forward to mutually beneficial contract going forward.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer territory for local customer references.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

Caterpillar Response (Only)

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6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

Caterpillar Response

All Dealers employ highly trained and experienced technicians that have completed numerous factory training programs. Each dealer can expound on their own specific requirements but overall our technician capability is excellent.

Please refer to supplemental proposal, Empire Machinery Products and Services for the City of Tucson and the extended Empire Machinery dealer service territory.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

Caterpillar Response

Quality levels are at the highest in company history. In 2013, Caterpillar implemented Lean methodology. Lean is built on a strong foundation of 6 Sigma and Caterpillar Production Systems (CPS). Lean is how Caterpillar eliminates waste and drives efficiencies. By standing up quality gates throughout the production processes, Caterpillar can stop defects – first by catching them at the quality gates, and then by eliminating them. Lean has been deployed at more than 94 production facilities throughout the enterprise.

In the production facilities, qualified technicians perform a battery of tests to ensure that the products leaving Caterpillar plants are operating to the outlined specifications before delivery to the customer. These tests cover the electronic system, hydraulic systems, and powertrain systems on every machine we build. In addition to static testing procedures, trained operators perform a series of road tests and simulated operational maneuvers in dedicated locations at the plant prior to shipment. Should a machine exhibit any functional issues or fail a quality control benchmark at any point in the manufacturing process, the production line will either be shut down to remedy the issue or the machine will be removed completely from the production line. The unit will then be assigned a specific troubleshooting cell to perform the necessary corrections or repairs at which point it will be re-subjected to the battery of tests until such time it meets Caterpillar's quality control standards.

Upon arrival at a dealership a detailed pre-delivery inspection will be performed. Deviations from expected condition or operational performance will be noted, reported and corrected before delivery. It is also recommended for the customer to inspect the machine prior to first use.

National IPA Exhibit A – National IPA Response for National Cooperative Contract

3. SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

For more than 90 years, Caterpillar has been making sustainable progress possible and driving positive change on every continent. Customers turn to Caterpillar to help them develop infrastructure, energy and natural resource assets. With 2015 sales and revenues of $47 billion, Caterpillar is the world's leading manufacturer of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. The company principally operates through its three product segments - Construction Industries, Resource Industries and Energy & Transportation - and also provides financing and related services through its Financial Products segment. The Caterpillar Dealer organization has been a key component of Caterpillar's success. Caterpillar subscribes to the philosophy that there are three main partners in our business – Caterpillar, Cat dealers and customers. All three elements must be successful individually for all three to be successful over the long term. It's a symbiotic relationship where all benefit when they all grow together. This success is evident in the fact that many of our dealers are owned by multiple generations of the same family and multiple generations of customers continue to purchase products and services.

B. Total number and location of sales persons employed by your company.

Cat machines and engines are distributed principally through a worldwide network of dealers. 49 dealers are located in the United States, 4 in Canada and 122 located outside North America.

Caterpillar and Dealers will provide governmental customers with a reliable and viable distribution channel. They will manage the entire sales process from machine selection, quotation, PO acceptance and product delivery. In addition to sales, Dealers also will provide parts and service support. Cat dealers average more than 60 years of experience within their respective service territories. Specific information about dealers is located on http://www.cat.com/en_US/support/dealer-locator.html

Caterpillar's North American dealers currently employ more than 46,000 total employees. 5,500 of these employees are dedicated to machine sales and many dealers have sales persons dedicated to the governmental market. Approximately 70% of dealer employees are dedicated to product support. The dealer network brings value to customers through unmatched service, integrated solutions, after-sales support, and fast and efficient parts fulfillment.

C. Number and location of support centers (if applicable).

Caterpillar products are sold and supported by our authorized dealer network of 49 dealers in the US and 4 in Canada. These dealers are established, independent businesses that understand well the needs of their local customers and communities. These dealers typically have the majority of parts on-hand and the national average for 24-hour availability is 99%. In addition, Caterpillar maintains 10 parts distribution warehouses throughout the country to ensure that almost all parts can reach a customer within 24-48 hours.

In North America Caterpillar has 15 Product Distribution Centers (PDCs), which stock Cat machines in inventory to help supply equipment for our customers' needs/demands. The current estimated dollar value of machines in Caterpillar PDCs are estimated at more than $400M. Cat Dealers across North America also carry Cat machines in their inventory for immediate sale. The number and the type of machines in our dealer inventory will vary based on local demand and desired configurations.

Each Cat dealer operates in multiple branch locations and uses parts drop boxes and mobile service trucks.

Product support and parts availability are the hallmarks of Caterpillar's success and we take great pride in leading the industry in availability. Subsection d below expands on some of these capabilities.

Image 1, Caterpillar Dealer Brach Operations

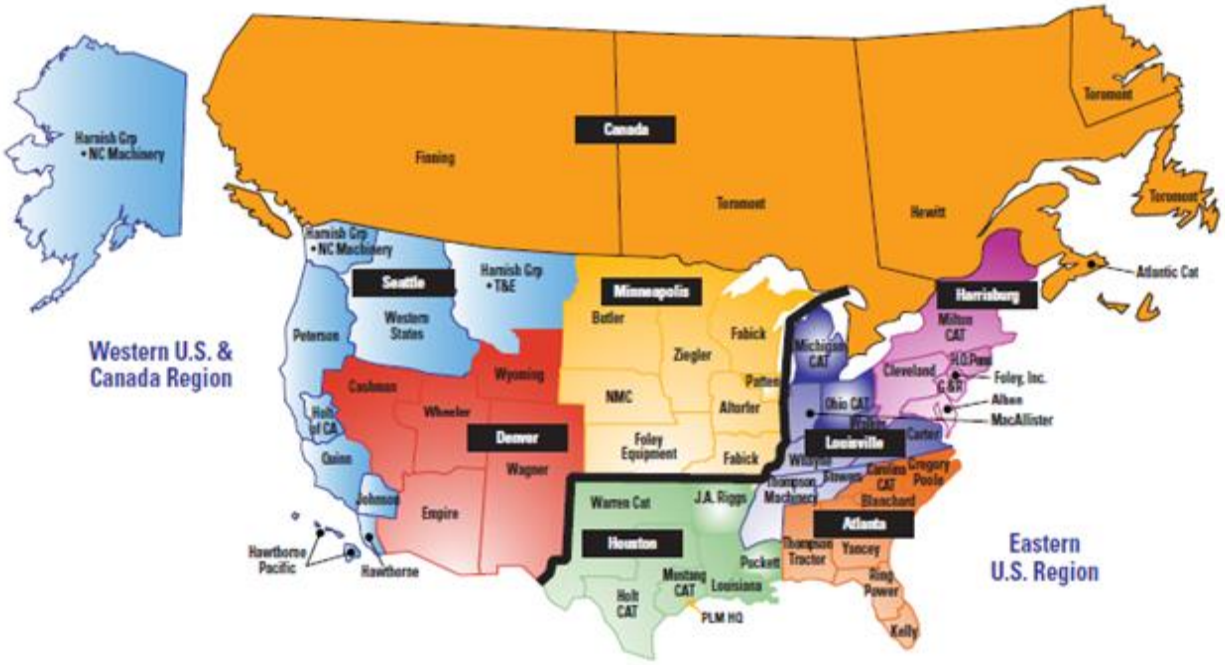


Image 2, Caterpillar North American Dealer Territories

D. Annual sales for the three previous fiscal years.

2013 – $55.6B
2014 – $55.1B
2015 - $47.0B

E. Submit your FEIN and Dunn & Bradstreet report.

Caterpillar's Employee Identification Number is 37-0602744

Please refer to vendor's response section Dunn & Bradstreet

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

Caterpillar products and services are distributed principally through a worldwide network of independent dealers (dealer network), which includes 49 located in the United States, and 4 in Canada.

See Image 2, above.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

All North American dealers and or their subsidiaries process, handle or ship the products / services to end users. Outside companies are used to transport equipment, but do not assume ownership.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Caterpillar operates parts distribution centers in the following locations: Morton, Illinois; Arvin, California; Denver, Colorado; Miami, Florida; Atlanta, Georgia; St. Paul, Minnesota; Clayton, Ohio; York, Pennsylvania; Waco, Texas; Spokane, Washington; Melbourne, Australia; Queensland, Australia; Grimbergen, Belgium; Piracicaba, Brazil; Shanghai, China; San Luis Potosi, Mexico; Singapore, Republic of Singapore; Moscow, Russia; Johannesburg, South Africa, and Dubai, United Arab Emirates. We also own or lease other facilities that support our distribution activities.

Our current principal manufacturing facilities include those used by the following segments in the following locations:

Segment	U.S. Facilities	Facilities Outside the U.S.
Construction Industries	**Arkansas:** North Little Rock **Illinois:** Aurora, Decatur, East Peoria **North Carolina:** Clayton, Sanford **Texas:** Victoria **Georgia:** Athens	**Belgium:** Gosselies **Brazil:** Campo Largo, Piracicaba **China:** Suzhou, Wujiang, Xuzhou, Qingzhou **France:** Grenoble, Echirolles **Hungary:** Godollo **India:** Thiruvallar **Indonesia:** Jakarta **Japan:** Akashi, Sagamihara **Poland:** Janow, Sosnowiec **Russia:** Tosno, Novosibirsk **United Kingdom:** Desford, Stockton **Thailand:** Rayong

Resource Industries	**Illinois:** Aurora, Decatur, East Peoria, Joliet **North Carolina**: Winston-Salem **Pennsylvania:** Houston **South Carolina:** Sumter **Tennessee:** Dyersburg **Texas:** Denison **Wisconsin:** South Milwaukee	**Australia:** Beresfield, Burnie **China:** Langfang, Tongzhou, Wuxi, Zhengzhou **Czech Republic:** Ostrava **France:** Arras **Germany:** Dortmund, Lunen **India:** Hosur, Thiruvallur **Indonesia:** Batam **Italy:** Jesi **Japan:** Sagamihara **Mexico:** Acuna, Monterrey, Reynosa, Torreon **Russia:** Tosno **Thailand:** Rayong **United Kingdom:** Peterlee
Energy & Transportation	**Alabama:** Albertville, Montgomery **California:** San Diego **Georgia:** Griffin **Illinois:** LaGrange, Mossville, Mapleton, Pontiac **Indiana:** Lafayette, Muncie **Kentucky:** Decoursey, Louisville, Mayfield **South Carolina:** Newberry **Texas:** Channelview, De Soto, Mabank, San Antonio, Schertz, Seguin, Sherman	**Australia:** Revesby **Belgium:** Gosselies **Brazil:** Curitiba, Hortolandia, Piracicaba, Sete Lagoas **China**: Tianjin, Wuxi **Czech Republic:** Zatec **Germany:** Kiel, Mannheim, Rostock **India:** Hosur, Aurangabad **Mexico:** San Luis Potosi, Tijuana **Republic of Singapore:** Singapore **Sweden:** Ockero Islands **Switzerland:** Riazzino **United Kingdom:** Larne, Monkstown, Peterborough, Sandiacre, Shoreham, South Queensferry, Springvale, Stafford, Wimborne

D. State any return and restocking policy and fees, if applicable, associated with returns.

N/A

E. Describe the full line of products and services offered by your company.

Caterpillar is the world's leading manufacturing of construction and mining equipment, diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. Caterpillar also provides financing and related services through its Financial Products division.

All products sold by Caterpillar through its dealer network in the United States are included in this proposal. The product lines most relevant to this solicitation included but not limited to:

Construction & Paving Equipment
Articulated Dump Trucks
Asphalt Cold Planers
Asphalt Rotary Mixer
Dozers / Tracked
Dozers / Wheeled
Excavators / Tracked
Excavators / Wheeled
Loaders / Tracked
Loaders / Wheeled
Motor Graders
Paver / Tracked
Paver / Wheeled
Asphalt Compactors - Vibratory
Asphalt Compactors – Pneumatic
Scrapers
Skid Steer Loaders / Wheeled
Compact Track Loaders
Multi-Terrain Loaders
Skip Loaders
Soil Compactors
Telehandlers

Landfill Equipment
Landfill Dozers
Landfill Compactors
Landfill Scrapers

Work Tools (requires host machine)
Buckets
Augers
Thumbs
Hammers
Trenchers
Couplers

Generators & Power Systems
Gas and Diesel Engines
20kW to 16 mW Single Engines
Prime Power
Cogeneration

Additionally, Dealers often carry lines of complementary products not manufactured or marketed by Caterpillar that can be sold as allied machines. With this in mind, most of the products listed in this RFP can be provided either through Cat dealers as a branded Caterpillar product, or as allied equipment.

In addition to the new machines and power systems mentioned above, Caterpillar dealers also offer a complete line of OEM repair parts, work tools and attachments that are included in our offer.

Services such as repairs, rebuilds, maintenance, financing, extended protection plans, training, consulting, remote monitoring and more are offered by all Cat dealers and also included under this contract.

The purchasing of used equipment and the renting of equipment is included under this contract and sale/rental prices will follow the same maximum price minimum discount method as purchasing new equipment off this contract. This ensures when purchasing/renting these types of machines they are competitively priced based on like machines in the market place.

Additional services and other lines of equipment may be available depending on local dealer capabilities.

For the purposes of calculating the administrative fees associated with cooperative purchasing, only new Cat equipment sales will qualify as it is impossible for Caterpillar to track and measure sales of parts, service, used, rental, and allied equipment.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
Agree.

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Should Caterpillar be awarded the contract a formal announcement of the award will be made to Caterpillar's field force and Caterpillar's dealer network. We anticipate this first communication to take place within the first 30 days of final award.

Since the roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of end users nationwide.

We will continue to aggressively market the Master Agreement and continue ongoing sales training. The growth rate from the previous contract has been impressive and we have every reason to believe that the trend will continue.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications
Agreed.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
Agreed.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days
Agreed.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
Agreed as calendars and budgets allow.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
Agreed as calendars and budgets allow.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
Agreed as budgets allow.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
Agreed.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:
- National IPA standard logo;
- Copy of original Request for Proposal;

- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Caterpillar internet standards will not allow a dedicated page on our website, however we will be able to make the information above accessible to customers and dealers. We strongly believe that directing customers to the National IPA webpage has an advantage over reproducing the information on our own site. Seeing the breadth and scope of additional contracts adds to the overall credibility of the concept.

Caterpillar has been very successful promoting the National IPA contract since it was first awarded. We intend to continue this promotion strategy. We will continue to work closely with the National IPA account manager and marketing teams to be certain we are working well together to pursue our mutual goal of growing contract sales.

While our marketing budget may prohibit executing some of the activities mentioned above, it is our intention to comply with the spirit of the section.

Additionally, many of our dealers have public websites that provide similar information to the market. The following is an example of Empire Machinery's web link:

http://www.empire-cat.com/cooperativepurchasing/?terms=city%20of%20Tucson

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Since roll-out of the City of Tucson National IPA contract in 2012, Caterpillar and Cat dealers continue to discover the value in selling machines from a cooperative contract that has a lead agency with a strong nationally recognized procurement department attached to a nationally recognized municipality such as the City of Tucson. This combined with a single source award makes this a very attractive contract to support the needs of our customers nationwide.

Caterpillar will encourage dealers and customers to embrace cooperative purchasing and we will ensure that there are no corporate roadblocks to adoption. However, ultimately, the decision to use contracts lies with the public agency itself. Therefore, transitions to the contract will take place at the pace that agencies feel comfortable.

Caterpillar presently holds two cooperative contracts. Those contracts are NJPA Heavy Equipment Contract #032515 and NJPA Alternative Energy / Generators Contract #080613. Caterpillar, through Caterpillar's Defense and Federal Products business unit, currently holds GSA contract #GS30F0018U.

For the purpose of this proposal, Caterpillar's NJPA Heavy Equipment Contract #032515 provides the same product offering and discount structure as is being submitted in this proposal.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Per corporate brand and legal guidelines, Caterpillar company logos can be used by National IPA pursuant to existing contract.

Caterpillar will request proper permission to use the National IPA logo as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

Should Caterpillar be awarded the contract, Caterpillar ensures that training and marketing materials associated to the Master Agreement will clearly communicate the advantages of the National IPA agreement.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

Should Caterpillar be awarded the contract, Caterpillar will ensure that training and marketing materials associated with the Master Agreement will continue as described above.

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

Patty Redpath
Governmental Sales
100 NE Adams St, Peoria, IL 61629
Office: 309-494-4578
Redpath_Patty@cat.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Caterpillar's North American field force is divided into eight districts including Canada. Each district has marketing representatives that are responsible for working with assigned dealers within their service territory. The eight districts are divided into a Western Region and an Eastern Region. Both a Western Region Manager and an Eastern Region Manager report to Brian Foster who serves as the Industry Sales Manager for Americas North.

Brian Foster
Americas North Sales Manager
309-675-5181
FOSTER_BRIAN_V@cat.com

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Through our governmental specialists and the contract manager, Caterpillar will develop training materials along with marketing initiatives specific to the cooperative purchasing model to ensure that dealers are equipped with the necessary tools to present the message to the customer with confidence.

Cat dealer sales representatives have developed relationships with the National IPA sales representatives. As these relationships continue to grow, the results can be expected to grow as well.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

The contract manager will be the single point of contact for any issues related to supporting, maintaining, and promoting the contract. It will be up to each individual

dealer to identify those customers that would benefit from the program's use and will promote it accordingly.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- CONFIDENTIAL – Request confidential treatment –

SEE CATERPILLAR/CITY OF TUCSON CONFIDENTIAL DOCUMENT

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Caterpillar receives orders and payments from dealers. The equipment then becomes part of a dealer's inventory until sold to a customer. When a public agency decides to purchase a machine through this master contract, Caterpillar will offer additional support to the dealer via our post-sale credit system. The dealer will be required to submit the agency's name, address, member number and purchase amount. Caterpillar has no way to track sales of parts, service, used machines or rentals.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$ .00 in year one
$ .00 in year two
$ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Caterpillar will not guarantee a minimum number of sales. Dealers and customers have high level of awareness about the contract. Sales should continue to grow as a result of their satisfaction with the process.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Caterpillar will report sales to National IPA when a customer has requested that the sale take place via the contract. In any other situation Caterpillar will consider the sale a non-contract sale and will not be responsible for any fees.

CATERPILLAR®

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Department of Procurement
Contract Officer
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting,

It is with great pleasure that Caterpillar Inc. has been given an opportunity to respond to RFP #161534. We have found that our participation in the previous contract was beneficial to us as a manufacturer, our authorized dealers, and from many positive points of feedback – from governmental customers as well.

As you will see in the following pages, we have structured the response in two parts. The response from Caterpillar Inc., considers the entirety of our US Dealer Network who will be encouraged to use this contract via National IPA. Then for a very specific response to the needs of the City of Tucson, our local authorized dealer, Empire Machinery has added a response to detail their capabilities and commitments.

To facilitate your review of the documents, we have separated these responses into five main sections:
1) Questionnaire Responses to the City of Tucson;
2) Questionnaire Responses to National IPA;
3) Proposed Exceptions;
4) Empire Machinery Responses;
5) Attachments

If you have any questions during your review of these documents we would be happy to clarify.

We look forward to continuing our relationship with the City of Tucson and National IPA and trust that our submission will not only meet your needs and expectations – but exceed them!

Most sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-338-5976

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

Caterpillar Inc.
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Signature of Person Authorized to Sign

Brian Foster
Printed Name

North American Sales Manager
Title

For clarification of this offer, contact:

Name: Patty Redpath

Title: Governmental Account Manager

Phone: 309-494-4578

Fax: 309-675-4301

E-mail: redpath_patty@cat.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this_____day of_____, 2016.

Awarded this_____day of_____, 2016.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Ann Schreifels 11/11/16
Signature Date

Ann Schreifels Governmental Sales Manager
Print Name and Title

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Peoria IL 61629
City State Zip

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

November 14, 2016

Jeffrey Whiting
Contract Officer
City of Tucson
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Dear Mr. Whiting:

We are very pleased to submit Caterpillar Inc.'s proposal in response to RFP #161534. The attached document outlines our proposed exceptions to the RFP.

With more than 90 years of experience, Caterpillar has the in-depth knowledge and experience to undertake this initiative on behalf of the City of Tucson and complete it effectively. We, along with our dealer, Empire Machinery, appreciate the trust you've placed in us through your past purchases and we hope to continue this valued relationship.

We would be pleased to answer any questions you might have regarding our proposal. Thank you for the opportunity to submit these exceptions for your consideration.

Sincerely,

Ann Schreifels
Governmental Sales Manager
Schreifels_ann_m@cat.com
309-266-0471

Caterpillar Inc. Exceptions

SCOPE OF WORK

A. GENERAL REQUIREMENTS

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Dealer may present the ~~T~~training material ~~shall be presented~~ in a quality suitable for videotaping. Dealer and Contractor~~The City~~ reserves the right to allow or reject videotaping~~e~~ part or all of the training provided at no additional cost to the agency.

6. REPAIRS. The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in first service. Transport of the vehicle will not be delayed more than one working day from date of notification.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

3. **PRICING:** Offerors shall confidentially provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

   For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. City and Dealer will work together to determine the City's loaner equipment requirements and the cost to the city for loaner equipment. For the City of Tuscon see Empire Cat's response.~~If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.~~

INSTRUCTIONS TO OFFERORS

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his or her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his or her designee, the City shall be deemed to have rejected the proposal or offer in part. The parties may agree to negotiate separate terms where the Director or his or her designee has not accepted a modification. ~~the contract provisions contained in the City's Request for Proposal shall prevail.~~

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and, subject to Section 12, shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. ~~Price is not confidential and will not be withheld.~~ If the confidential request is denied, such information shall be disclosed as public information, unless the O~~o~~fferor submits a formal written objection.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the applicable ~~Contractor~~ Dealer to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 7914566 or email at tax-license@tucsonaz.gov.

SPECIAL TERMS AND CONDITIONS

2. SUBCONTRACTORS: As set forth herein, Contractor goes to market through a network of authorized dealers. As such, City and the Department of Procurement hereby agree that certain obligations of Contractor herein shall be fulfilled by such authorized dealers and references herein to "Contractor" or "Offeror" shall be deemed references to "Contractor or Dealer as appropriate" or "Offeror or Dealer as appropriate" unless otherwise specified herein.

City and Contractor acknowledge that Contractor authorized dealers are independent businesses and as such (a) have the right to choose whether or not to accept the terms and conditions contained herein; and (b) have the right to establish their own specific resale prices and other terms and conditions of sale, none of which will be dictated by Contractor.

~~No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement.~~ All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

4. **INSURANCE:** ~~The Contractor agrees to:~~For purposes of this Section 4, all references to "Contractor" shall be deemed to be references to "Dealer" alone.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the ~~Contractor~~applicable Dealer as a condition of their intended purchase transaction. If the ~~Contractor~~ Dealer chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

STANDARD TERMS AND CONDITIONS

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, ~~its successors, assigns and guarantors,~~ shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, ~~including claims of patent or copyright infringement,~~ damages, losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by an Indemnitee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnitee, or (ii) claims of patent or copyright infringement, to the extent caused by~~,~~ arising from or out of or resulting from any actions, acts, errors, mistakes or omissions of ~~caused in whole or part by~~ Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors. ~~any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.~~

29. **PAYMENT:** It is the Dealer's discretion whether to accept credit card payments and under what circumstances it will accept credit card payments. It is noted t~~T~~he City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases and subject to the foregoing, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

38. **SUBCONTRACTS:** This Section 38 is made subject to the terms of Section 2 of the Special Terms and Conditions of this Contract. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by ~~the City~~any party, with or without cause, upon giving thirty (30) days written notice. ~~The City~~Any party, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commeneed to remedy within thirty days of receipt of notice of such failure, ~~. T~~the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will ~~endeavor to~~ notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

ATTACHMENT A

EXHIBIT A

1.2 Marketing, Sales and Administrative Support

Suppliers are required to pay an administrative fee pursuant to Section 10 of Exhibit B, Monthly Reporting & Fees attached to~~of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under~~ this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and ~~the Supplier~~local authorized dealer (Contract Sales are reported to National IPA).

EXHIBIT B

NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by ~~the Supplier~~Dealer to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

MONTHLY REPORTING & FEES

[redacted]

[redacted]

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. On the 10th day of the month following the end of each quarter Supplier shall pay an ~~Such reports shall be accompanied by an~~ administrative fee ~~payment~~ in the amount indicated on the report as being due. Administrative fee payments are made for each calendar quarter. The administrative fee is~~are~~ to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or quarterly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

GENERAL PROVISIONS

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA; provided, however, National IPA understands the nature of Supplier's distribution network and that certain responsibilities may only be fulfilled by an authorized dealer. ~~.~~

CATERPILLAR®

2015 EXECUTIVE SUMMARY
YEAR IN REVIEW AND SUSTAINABILITY REPORT

90 YEARS

WHAT WE'VE BUILT.

CATERPILLAR®

A MESSAGE TO SHAREHOLDERS

Caterpillar faced a tough year in 2015, but we have successfully managed through many economic cycles since our founding in 1925. We remain financially strong and because of the actions we're taking I believe we will, as we have in the past, emerge stronger and always able to compete very effectively around the world. We continue to manage what we can control today while also investing in our future.

What We've Built
Since our first days as a company, Caterpillar has designed and built the world's most powerful, innovative and durable machines and engines. Our customers put them to work on projects that support sustainable progress and improved living standards. We add value for our customers by helping them achieve the lowest owning and operating costs through our sales and service network that reaches every corner of the globe.

Even in this environment, our market share for machines increased for the fifth year in a row. Our product quality continues to improve and is as strong as I've ever seen it. Our safety record improved again in 2015. As we further deploy Lean, we've already seen improvements in warranty and an up-to-95 percent reduction in internal defects per unit, and we anticipate substantial further improvements.

Where We're Headed and What We're Solving
Through Across the Table, we're strengthening our expectations of Cat dealers and the Caterpillar teams that support them. There are about a dozen specific projects underway – everything from expanded e-business to digital technology solutions connecting our machines and engines to our customers.

Digital transformation is a reality for our industry, and we're applying advanced analytics and digital-driven technologies – like Cat® Connect and MineStar™ – to improve worksite efficiency across our equipment and other brands, too. We also offer our customers Job Site Solutions, a true collaborative effort focused on improving job site efficiency. We're focused on using less fuel, increasing productivity and creating a safer work environment.

These are a few examples of how sustainability doesn't ever go out of style or focus at Caterpillar. Another is that our products – like distributed power systems, which improve energy access while emitting fewer greenhouse gases than traditional power grid systems – bring traditional, renewable and alternative energy options to urban, rural and remote communities across the world.

In 2015, we joined an effort to emphasize the vital role that restoration of natural infrastructure – forest, prairies, farmlands, wetlands and coastal landscapes – plays in sustainable global development. Additionally, we have been remanufacturing our products for more than 40 years, returning them to same-as-when-new condition, and conserving natural resources.

Caterpillar also supports the Caterpillar Foundation, which has invested more than $600 million since 1952 to transform lives and alleviate the root causes of poverty.

We were also honored to receive the "Vision for America" award from Keep America Beautiful in 2015 – a recognition for our sustainability commitment and significant progress toward aggressive sustainability goals.

Neither our accomplishments nor our goals are small or inconsequential. Given that we are Caterpillar, that shouldn't surprise anyone.

Doug Oberhelman
Chairman and CEO

WHERE WE STARTED.

The 21st century world you see today has been built with the help of Caterpillar machines and solutions. We've spent the past 90 years creating, building, problem-solving, innovating, testing, servicing and improving. In the process, we've built a global leader.

1925 — First year sales are **$13 million** for a product line of **5 tractors**.

1925 — **Holt Manufacturing Company** and the **C.L. Best Tractor Company** merge to form **Caterpillar**, reflecting the movement of the company's line of track-type tractors.

1929 — Our strong legacy of innovation begins with the introduction of our **first diesel tractor**.

About two months after "Black Tuesday," which some say signaled the start of the Great Depression, **Caterpillar Tractor Company stock** becomes available for public trading (NYSE: CAT).

1931 — Our manufacturing headquarters move from **California to Illinois** and we change the standard paint color of our machines from gray to yellow.

1931 — Cat® machines help start the construction of more than **70,000 miles** of U.S. highways.

1944 — We form our first overseas subsidiary – **Caterpillar Tractor Co. Ltd.** in England – the start of building plants outside the United States to be closer to customers.

1948 — Caterpillar machines go to work on **India's Bhakra Dam**.

1950 — Caterpillar engines supply power for **Apollo moon mission**.

1969 — Setting forth the company's beliefs to guide the organization in all aspects of its worldwide business activities, Caterpillar publishes a Worldwide **Code of Conduct**. Since then, the Code has been updated five times to reflect the company's culture and the ever-changing business environment.

1974 — **Business units reorganize** to become more accountable for results.

1986 — A **$1.8 billion** facility modernization program streamlines manufacturing processes and enhances profitability.

1990 — **Acquisitions** of Progress Rail, Electro-Motive Diesel, Johan Walter Berg AB, Bucyrus, MWM and Shandong SEM Machinery Co., Ltd.

1992 — Cat® engines with **ACERT™ Technology** are unveiled to dramatically reduced harmful pollutants and waste emissions.

2001 — Caterpillar introduces SoLoNox Technology for gas turbines.

2006 TO 2013 — Caterpillar introduces the **Cat® D7E** in 2008 with a first-of-its-kind electric drive system.

WHAT WE'RE SOLVING.

WHERE WE'RE HEADED.

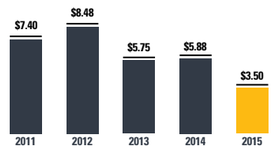
AT-A-GLANCE

FINANCIAL PERFORMANCE

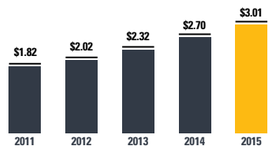
PRODUCT LINE

- Construction
- Mining Equipment
- Diesel & Natural Gas Engines
- Industrial Gas Turbines
- Diesel-Electric Locomotives

PROFIT PER SHARE
(DILUTED)



DIVIDENDS DECLARED
(PER SHARE)



END MARKETS INCLUDE:

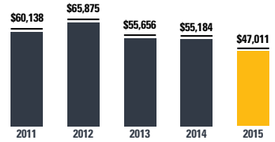
Building Construction
Roads and Highway Construction
Infrastructure Projects
Mining
Quarrying
Oil & Gas
Power Generation
Marine
Rail
Industrial

3Million+
Products at Work Around the World

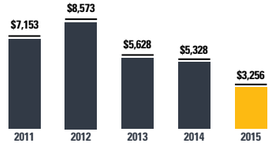
105,700
Employees

59%
Sales and Revenues Outside the United States

CONSOLIDATED SALES AND REVENUES
($ IN MILLIONS)

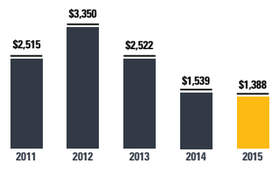


OPERATING PROFIT
($ IN MILLIONS)

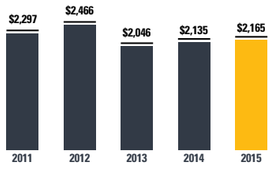


CONSOLIDATED SALES AND REVENUES BY SEGMENT
($ IN MILLIONS)

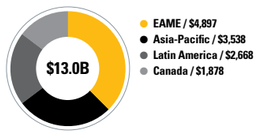
CAPITAL EXPENDITURES
(EXCLUDES EQUIPMENT LEASED TO OTHERS)
($ IN MILLIONS)



RESEARCH AND DEVELOPMENT
($ IN MILLIONS)



2015 EXPORTS FROM U.S. BY REGION
($ IN MILLIONS)



CATERPILLAR®

AT-A-GLANCE

2020 SUSTAINABILITY GOALS

Caterpillar has set aspirational, long-term goals for its operations and product stewardship. We believe these standards affirm our determination to lead our industry to a more sustainable future.

2020 GOALS FOR OPERATIONS

SAFETY
Reduce our recordable workplace injury rate to 0.6 and lost-time case rate due to injury to 0.15.

WATER
Reduce water consumption intensity by 50 percent from 2006.

ENERGY
Reduce energy intensity by 50 percent from 2006.

BYPRODUCT MATERIALS
Reduce byproduct materials intensity by 50 percent from 2006.

ENERGY
Use alternative/renewable sources to meet 20 percent of our energy needs.

SUSTAINABLE CONSTRUCTION
Design all new facility construction to meet Leadership in Energy and Environmental Design (LEED) or comparable green building criteria.

GHG EMISSIONS
Reduce greenhouse gas emissions intensity by 50 percent from 2006.

PRODUCT STEWARDSHIP

SAFETY
Provide leadership in the safety of people in, on and around our products.

PRODUCTS, SERVICES AND SOLUTIONS
Leverage technology and innovation to improve sustainability of our products, services and solutions for our customers.

SYSTEMS OPTIMIZATION
Increase managed fleet hours by 100 percent from 2013.

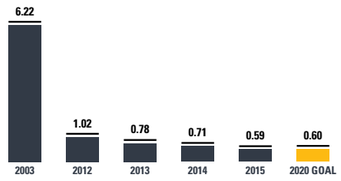
REMAN AND REBUILD
Increase remanufactured and rebuild business sales by 20 percent from 2013.

AT-A-GLANCE

SUSTAINABILITY GOALS & PROGRESS

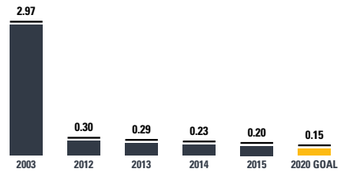
RECORDABLE INJURY FREQUENCY (RIF)

Recordable injuries per 200,000 hours worked



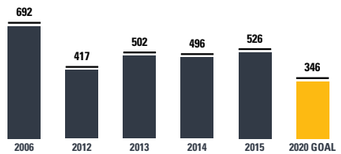
LOST-TIME CASE FREQUENCY RATE (LTCFR)

Work-related injuries resulting in lost time per 200,000 hours worked



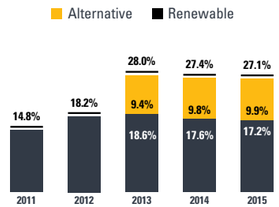
ENERGY INTENSITY

Absolute gigajoules energy use/million dollars of revenue



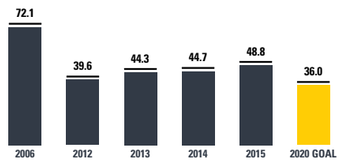
ALTERNATIVE/RENEWABLE ENERGY[1]

Sum of alternative and renewable electrical energy use/total electrical use x 100



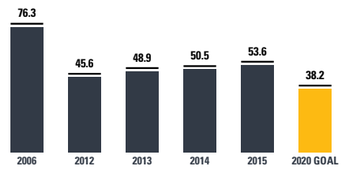
GHG EMISSIONS INTENSITY

Absolute metric tons of CO2e/million dollars of revenue



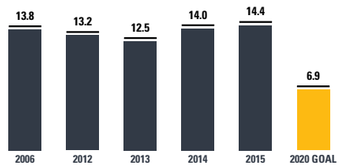
WATER CONSUMPTION INTENSITY[2,3]

Absolute thousand gallons of water/million dollars of revenue



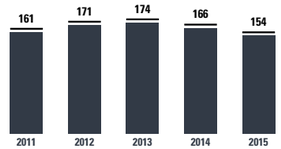
BYPRODUCT MATERIALS INTENSITY

Absolute metric tons of byproduct materials/million dollars of revenue



REMAN END-OF-LIFE "TAKE-BACK" BY WEIGHT[4]

Millions of pounds of end-of-life material received



1 Total includes purchased and on-site generated alternative and renewable energy, as well as calculating the percentage of renewable energy from grid-purchased electricity using data obtained from the International Energy Agency.
2 Data prior to 2015 has been restated due to data updates realized from improved accuracy.
3 Water consumption intensity does not include non-contact cooling water from foundry operations.
4 Data does not include Progress Rail, Electro-Motive or Solar Turbines.

WHERE WE'RE HEADED.

We're investing in the future and, as we always have, facing challenges head on and delivering the products and services that will keep Caterpillar the industry leader tomorrow, as it is today.

WHERE WE'RE HEADED

DATA AND INNOVATION

For 90 years, Caterpillar has delivered breakthrough innovation inside our machines and engines. Today, that innovation is increasingly happening outside the machine. We're going "beyond the yellow iron," harnessing the power of big data to offer our customers insights that decrease operating costs, increase uptime and maximize profitability. In the process, we're shaping a new era for Caterpillar in which we not only manufacture machines and engines, but also deliver value-added solutions that take our customer relationships to an entirely new level.

SIMULATION LEADS TO PRODUCT DESIGN OPTIMIZATION AND EFFICIENCY

The increased use of simulation in the development of everything from power systems to machine structures has truly allowed Caterpillar to improve overall product development efficiency, sharpening product quality and reducing time to market. Simulation reduces or eliminates the need for prototypes to be used in the design phase of development.

The large wheel loader team leverages the use of simulation in each new product development program. In fact, the first full phase of the Cat 994K product design, which is the largest wheel loader in Caterpillar history, was done virtually, and simulation touched every area of this new centerline machine at some point along the way.

CAT® COMMAND STEERS MINING IN A NEW DIRECTION

A fleet of gigantic Cat® 793 haul trucks rumbles along the dusty, red-sand haul roads of the Solomon mine in a vast, arid region of Western Australia. Working continuously, 24/7, the trucks maneuver through mine site traffic, back up into loading points and navigate to dump sites – all with minimal human intervention.

Iron is the reason Fortescue Metals Group (Fortescue) is there. At full operation, the new Solomon mine is projected to deliver 70 million tonnes of ore annually. It's a big job – and one that demands safety and maximized productivity. That's where Caterpillar's deep understanding of the mining industry and our customers' needs put us in the ideal position to offer semi-autonomous and autonomous solutions such as Cat® Command for Hauling. The realization of a longtime dream of the mining industry, Cat Command has improved safety and productivity.

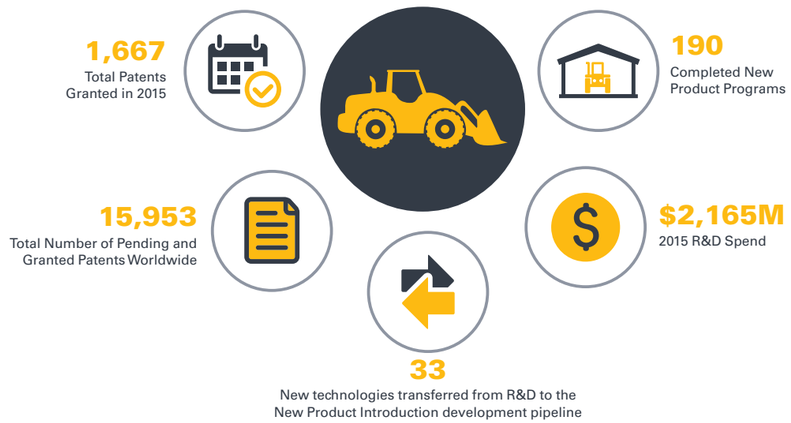
Trucks operating with Cat Command for Hauling use sophisticated onboard intelligence and advanced guidance technology, so a small number of people can run the whole project and centralize the control. For job sites such as underground mines, autonomous solutions are fast becoming a safety necessity.

Since its inception, Cat Command has gone through a progression of offerings. Semi-autonomous solutions such as Command for Dozing, for instance, allow one operator to oversee up to three semi-autonomous Cat® D11s – Caterpillar's largest dozers – by remote control. There's even an option where the operator has no line of sight to the dozers and uses cameras for feedback.

"Every mine takes a different journey to autonomy," explains Sean McGinnis, product development manager. "But that path always leads to a safer, more productive mine site. Cat Command reduces variations in the way the machine is operating, ensuring that it operates the same way, every time. It's like having the mine's best operator at the controls, but he or she is located safely away from any potential hazards. It's the best of both worlds: increased productivity combined with increased safety."

Today, the Cat Command concept continues to meet customer needs in ways that we couldn't anticipate five years ago. That's what makes innovation exciting and what energizes us to keep finding solutions that make a real difference.

INVESTING IN R&D



WHERE WE'RE HEADED

CUSTOMER SUPPORT

Our business strategy is a simple one: make our customers more successful. We work with our dealer network every day around the world to ensure that success – at construction sites and mining quarries and power plants. Our goal is to speed the delivery of customer support by being an agile organization positioned to respond efficiently and effectively to customer needs. Because when our customers win, we win.

POWER TO PRESERVE THE PAST

The beautiful grounds and stunning architecture of Thomas Jefferson's historic residence, Monticello, function today as an important U.S. landmark, world-class museum and academic think tank, attracting more than 400,000 annual visitors.

Located outside of Charlottesville, Virginia, Monticello also houses one of the country's oldest and largest collections of historic documents. To help preserve and protect those irreplaceable collections for future generations, Caterpillar donated a 500kW Cat® C15 generator set, with local Cat dealer Carter Machinery providing the technical support, commissioning and testing. This followed a previous donation of a 350 kW Cat® C15 diesel generator set that provides standby power for Monticello's Robert H. Smith International Center for Jefferson Studies.

The donations were part of the estate's "Mountaintop Project," a multiyear effort to authentically restore the house and grounds to their appearance during Jefferson's retirement. We are proud to see these valuable assets entrusted to the quality and reliability of Cat® products.

CATERPILLAR®

HOMESTEAD DAIRY TURNS PROBLEM INTO PROFIT

Based in Plymouth, Indiana, Homestead Dairy began as a modest family farm with only 110 cows. In 1979, brothers Floyd and Dan Houin purchased the farm from their dad and turned it into the massive dairy operation that it is today. The dairy now hosts 1,800 milking cows and 300 dry cows, while an additional 1,700 cows come in from three nearby facilities for milking. However, more cows means more manure, and the odor directly impacted nearby residents.

The Houins saw the possibility to turn a problem into a profit. They decided to build a biomass waste-to-energy facility that could convert the manure into electric power. Floyd knew that Homestead Dairy's equipment would need to run 24/7 with minimal downtime, so dependability was the deciding factor in choosing Caterpillar to supply the power. In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Dairy partnered with local Cat® dealer, Michigan Cat, to customize a power generation system for Homestead Green Energy, the energy-producing business within the dairy – two Cat® G3512A generator sets and ancillary equipment.

In researching the project, Floyd Houin toured a farm with a renewable energy facility that ran at peak efficiency, even with their older-model Cat® generator sets. That's when the Houins knew they'd trust their project to Caterpillar.

Homestead Green Energy has been in constant operation since October 2013, and the Cat® generator sets are essential to the waste-to-energy process. The manure is collected in pools and piped 1,700 feet to a pair of mixing tanks that empty into two anaerobic digesters. Once inside the tanks, the waste is heated and treated with microbes that produce methane gas, which is used to fuel the gas generators. Generator exhaust heat and jacket water heat are used to warm up the digesters as part of the fermentation process.

Beyond odor reduction and the financial return from producing electricity, Homestead Dairy uses the dewatered solids from the digesters as clean bedding for the cows. Additionally, the liquid nutrient byproduct is held in lagoons and used to fertilize the farm fields.

"By turning this abundant substance into an income stream, we've made the dairy more profitable," said Ryan Rogers, plant operator for Homestead Green Energy. "It also helps increase nutrient value, which is great for the environment. The crops absorb the manure better, and odor reduction for the community is a huge benefit."

The Homestead Green Energy installation demonstrates the economic viability of smaller-scale, waste-to-energy operations to create wins for business, the community and the environment.

WHERE WE'RE HEADED

EFFICIENCY

In an insistent and urgent world, winning organizations make the most of every minute, resource and opportunity. Caterpillar is going after that win by leveraging Lean, Engineered Value Chains and building strong Foundational Capabilities throughout our value chain to fulfill our Customer Service Promise, maximize Operating Profit After Capital Charge (OPACC) and create a competitive advantage. We're becoming a more disciplined, less complex organization that is committed to finding smarter and faster ways to work across the enterprise. This translates into a powerful competitive advantage that helps Caterpillar improve market position and sustain long-term success.

LEAN BENEFITS

CATERPILLAR®

Stabilizing the Business

Enhancing Product Quality

Improving Velocity

Driving Value for Our Shareholders

RESOURCE INDUSTRIES
OFF-HIGHWAY TRUCK
45%
Reduction in field assembly time

ENERGY & TRANSPORTATION
MID-SIZE ENGINES
18%
Increase in throughput

CONSTRUCTION INDUSTRIES
MOTOR GRADER
65%
Inventory reduction (days on hand)

Since 2013, we have been committed to Lean to drive process and quality improvements at Caterpillar. Lean challenges all employees to get closer to the customer so they can deliver products and services based on the customers' true expectations. Our Lean journey goes beyond manufacturing to include all functional areas that execute business processes on a daily basis, including engineering, marketing, purchasing, accounting and human resources.

CATERPILLAR®

A GLOBAL SUPPLY NETWORK THAT DELIVERS UNDER PRESSURE

Nearly 40 percent of U.S. trade to and from Asia passes through West Coast ports in California. Keeping the flow of goods through these ports moving swiftly and efficiently is a priority for logistics and procurement networks across countless companies, including Caterpillar.

When a three-month labor dispute at one of these ports resulted in significant terminal congestion, the expertise of Caterpillar's logistics team translated into millions of dollars in savings, as well as ensuring that our supply flow remained resilient.

When business operations eventually returned to normal, many companies were left dealing with severe financial impact. While Caterpillar experienced added costs and some slowing in our materials flow, these were a fraction of the impact on other companies. That's how we know our Global Supply Network can deliver under pressure – not merely reacting to fluctuations in logistics, but truly taking charge of and managing our supply network.

Our staying power throughout the slowdown was due, in very large part, to the collaboration and flexibility of our Global Supply Network. Using a winning combination of procurement and logistics data and innovative thinking, a clearer inventory picture emerged to help streamline and divert shipments.

"We were able to see not only the best ports, but also the best terminals in those ports," explained Global Supply Network Director of Logistics Scott Shepherd, "so we could react faster and accurately reroute shipments. This allowed us to move material more quickly, while limiting added costs and overall supply disruption."

AN INDUSTRY LEADER WITH WORLD CLASS RESULTS

Caterpillar continues to improve upon historical best safety performance, and we are an industry leader with world-class results. Beginning in 2003, we implemented an enterprise-wide initiative to focus on safety called Vision Zero. Today, we're proud that our Recordable Injury Frequency has improved 91%, but there is more work to do. Breakthrough safety performance is continuing with our Lean Transformation by focusing on standard work, which means more folks are going safely home, every day.

WHERE WE'RE HEADED

PEOPLE

Best quality. Best reliability. Best endurance. The same attributes that define our products define our people – more than 105,000 of them around the world. For 90 years, Caterpillar people have been building the machines that have built our world. We're confident that Caterpillar's long-term future is secure thanks to our global team's drive to perform at a superior level. It's a commitment that extends beyond the workplace where Caterpillar employees contribute their time and talents to making the world around us a better one.

REAL CAT FOLKS

To showcase the rich diversity, passion for life and strong work ethic present in our Caterpillar family, we began the Real Cat Folks project. Inspired by Humans of New York, the project highlights that Caterpillar employees are real people – with real families, real pasts, real dreams and real stories. Visit caterpillar.com/RealCatFolks to see dozens of published profiles, and check back weekly for updates.

"I grew up on a cotton field on the coast and came to Suzhou for school. Suzhou is a beautiful city with the combination of modern industry and ancient history. I like to spend my spare time playing soccer and climbing mountains in the neighborhood. I've always wanted to learn to play guitar and want to play for my son in the future. He's 14 months old, and my biggest wish is to watch him grow up happily."

— YOUXIANG ZHANG, CHINA

"Caterpillar gave me a chance after being unemployed for five years. I never thought they'd hire me because of my age. When my youngest was having a rough time, I told her to fill out an application. The next thing I knew, she was hired on full time after three months of being an agency worker. Today she's a team lead, going strong and learning as much as she can. I'm very proud of her."

— HARRY, UNITED STATES

CATERPILLAR®

MARKING MILESTONES AT BOTH ENDS OF A CATERPILLAR CAREER

In 2015, two Caterpillar employees marked career milestones in two very different journeys. Their stories illustrate the satisfaction that comes at the end of a long career and the exhilaration that comes from being given the first chance to give your all.

In early 2015, Ed Flesburg retired after 60 satisfying years of service with Caterpillar. As a 6 Sigma Black Belt within the Global Supply Network Division (GSND), and over the course of his notable career, Ed achieved much success and delivered many outstanding results for the company.

Ed began his career in 1955, as a chip wheeler in East Peoria, Illinois. After returning from deployment to Korea, he spent the next 51 years in many different roles with the company, from janitor to drafting, designing and engineering.

Throughout his tenure, Ed achieved four company patents to his name, developed 14 major design changes, resolved 11 major design problems and generated more than $55 million in cost reductions. In addition, he pioneered the development of the heat transfer coolant category, where his experience and expertise was priceless.

Ed's manager, James Dryden, sums up Ed's outstanding tenure: "Famous basketball coach John Wooden once said 'Who can ask more of a man than giving all within his span? Giving all, it seems to me, is not so far from victory.' I cannot think of a better quote to describe Ed's work ethic and outstanding accomplishments to make Caterpillar the successful company it is today."

As Ed was accepting well wishes for the future from his grateful team, thousands of miles away 19-year-old Farooq Kahn was looking forward to the future for the first time in a long time. Farooq is training as an industrial mechanic at Caterpillar Mining in Lünen, Germany. His arrival at Caterpillar marks a milestone in a remarkable journey.

Farooq escaped from his home country of Afghanistan when he was only 15 years old, leaving his parents and siblings and all he knew behind him. It took him five months to arrive in Germany. He spoke not one word of German, had a very dangerous escape behind him and was completely on his own.

After his graduation from German elementary school, Farooq sent over 70 applications to companies, but only Caterpillar in Lünen was willing to give him a chance. At the time his German language skills were limited, and, as a refugee, he only had a temporary residence permit.

According to a study conducted in Germany, only 15 percent of companies are ready to hire young people with foreign roots. Caterpillar in Lünen has been a part of this small group of companies for years, but Farooq, now successfully integrated into the company, was the first refugee hired.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

"We strongly believe it to be part of our social responsibility to give young people like Farooq the possibility to enjoy a good education."

Farooq's aim is to successfully complete his industrial mechanic training and then possibly continue his studies. His instructor is very enthusiastic about his curiosity, ambition and commitment. "All I want is to build a new life for me here," said Farooq.

Caterpillar employees come to us in many different ways, with many different stories. But we are humbled by what they have in common: the loyalty and dedication to put their talents and enthusiasm to work to help us build the world.

WHAT WE'RE SOLVING.

Caterpillar continues to help make sustainable progress possible by offering solutions to ongoing challenges in our world today.

SAFE WORKPLACE SOLUTION

REVITALIZING A CULTURE OF SAFETY

As we work to reduce our enterprise Recordable Injury Frequency (RIF), there are countless large and small steps we have taken, as demonstrated by our progress to date. But even the most dedicated facilities sometimes reach a "safety plateau," where further improvements become more difficult to achieve. When our Mapleton, Illinois, Cast Metals Organization facility found their safety numbers plateauing at the end of 2012, they deployed facility-wide initiatives to break through to the next level of safety excellence.

The safety team, aided by the commitment of each of the nearly 600 employees on site and the Caterpillar Safety Services Zero Incident Performance (ZIP™) Process, undertook a cultural shift in how they address safety, thinking of the program as 'creating the presence of safety' rather than 'the absence of injuries.' Part of this shift involved making the concept of safety personal. An acronym like RIF is not easy to relate to daily work, but seeing and discussing how each injury affects real people in their work and personal life truly drives home the importance of safety. The safety team encouraged this viewpoint by dedicating all-employee meetings to recent on-site injuries and dialogues about how to make safety proactive instead of reactive. In 2015, Mapleton reduced its injury rate by 18.3 percent over the previous year, and injury rates have fallen by 66.3 percent since 2010.

In 2015, Mapleton reduced its injury rate by 18.3 percent over the previous year, and injury rates have fallen by 66.3 percent since 2010.

Many of the safety improvements that Mapleton has implemented to break through its safety plateau have been generated by the employees themselves using a "Green Card" program to document and communicate when employees identify, and proactively fix, a safety risk. In 2015, Mapleton employees submitted nearly 5,000 Green Cards representing potential hazards or conditions that they worked on independently or with management to address, and believed could be improved. The facility also uses a "Star Green Card" system to allow department heads to further recognize employees who have gone above and beyond to fix a potential safety risk. The facility has implemented a full-time Safety Champion position for each department, empowering employees to apply their specific knowledge of shop floor and safety practices to work with department heads to enact health and safety initiatives.

Because safety communication has been fundamental to the success of Mapleton's efforts, the safety team created a safety improvement video, which is screened throughout the facility and updated each month to reflect the process and facility safety improvements that have been implemented. Often these videos highlight innovative solutions developed and implemented by the employees. Facility Manager Gary Bevilacqua attributes the success of the videos to the fact that it is a communication method that allows a different type of dialogue. "People are starting to talk about safety more openly and listening to the messages on the videos," he said. "It's generating awareness and more individuals are coming forward with new ideas and aren't afraid to discuss them with their teams."

CATERPILLAR®

WHAT WE'RE SOLVING

RENEWABLE ENERGY SOLUTION

BRINGING RENEWABLE ENERGY TO ANYWHERE IN THE WORLD

Renewable energy technologies are showing great promise to change how energy is produced around the globe, while addressing basic human needs. In 2015, Caterpillar launched a number of initiatives that will provide reliable, cost-effective and sustainable energy wherever it is needed.

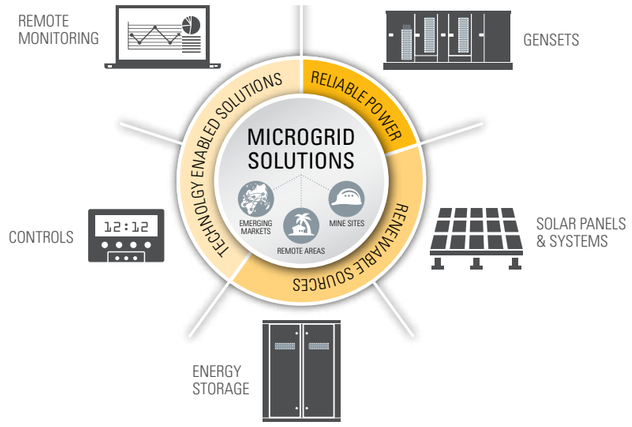
For example, microgrid technologies that couple renewable energy generation with traditional generators and energy storage systems can be deployed to places where the grid is weak, or does not reach. In 2015, Caterpillar entered a strategic alliance with solar industry leader First Solar to develop and distribute Cat branded photovoltaic modules for incorporation into microgrid systems that can be utilized anywhere from remote villages to mining operations. Caterpillar will distribute this innovative technology through our global network of dealers, providing value to our customers by integrating solar energy systems with Caterpillar's trusted expertise in distributed power generation technologies.

Caterpillar is also leveraging the advanced thin film solar panel technology for our traditional commercial and industrial customers' energy needs in more developed markets such as the United States and China. The thin film solar panel technology has higher energy capture characteristics than traditional solar panels, yielding increased annual energy production for our customers. Integration of these products with traditional standby generator sets allows customers to leverage the benefits of renewable energy even if the grid goes down, providing an even higher level of energy independence.

Another important technology that is rapidly progressing is energy storage systems, which allow customers to capture surplus renewable energy and store it for later use. Caterpillar, leveraging our bi-directional inverter technology developed for mining trucks and hybrid tractors, offers a full range of energy storage technologies, ranging from ultracapacitors for short duration storage to long duration metal- air energy storage products. Recognizing the benefit that energy storage technology can offer our customers, in 2015 Caterpillar invested in Fluidic Energy, the makers of metal-air energy storage technologies. We chose Fluidic Energy for this endeavor because the company's technology offers potentially significant advantages in terms of energy storage cost, depth of discharge, cycle life and safety over some traditional energy storage products.

Leading by example, Caterpillar is first deploying world-class microgrid technologies at some of its own facilities. Many Caterpillar operations resemble the commercial/industrial operations of our customers, so microgrid installations at Caterpillar facilities provide a hands-on educational and training experience for customers and dealers while simultaneously providing cost and emission reductions for the company. A prime example is the Caterpillar Tucson Proving Ground facility located in Arizona. Caterpillar performs validation testing of its mining equipment at this site, which comprises an office building, shop areas and large open-air test areas. Existing Cat® C15 diesel generator sets operate continuously to provide approximately 400kW of electricity to the site, consuming approximately 250,000 gallons of diesel fuel per year. Extending the local utility grid to this remote location is cost-prohibitive, but microgrid technology is now a cost-effective complement to diesel generators alone. We are installing 500kW of solar panels, 500kW of energy storage and a microgrid controller to seamlessly integrate these sources with the existing diesel generators. The system will carry the site load during daylight hours, enabling the diesel generators to reduce power output and shut down. Fuel consumption and exhaust emissions are expected to be reduced by 33 percent, and generator maintenance is expected to be reduced by 25 percent, with the resulting cost reductions providing an attractive return on the investment in the microgrid. Real-time performance of the system will be monitored remotely and will be available for viewing online by select Cat® dealers.

Moving forward, we intend to deploy similar microgrid systems, solar panels and energy storage systems to customers throughout the world – whether in remote villages, mining sites, islands, military installations, telecommunications facilities, or commercial/industrial facilities. By expanding Caterpillar's broad power generation portfolio and solutions, we are reducing customer costs and site emissions, while expanding access to electricity to those in the greatest need. Our goal is simple – to provide our customers and the communities where they work and live a brighter future no matter where they are in the world.



WHAT WE'RE SOLVING

MATERIAL RECOVERY SOLUTION

MATERIAL RECOVERY

Caterpillar encourages circular economy principles through our remanufacturing and rebuild businesses. This starts with durable products, many designed to be rebuilt multiple times. Through our remanufacturing and rebuild programs, components and machines are overhauled, rather than simply repaired or replaced. Reuse of parts, still within factory specifications, reduces waste and minimizes the need for additional raw materials necessary to produce new parts. This system is where Caterpillar is making some of its greatest contributions to sustainable development – keeping non-renewable resources in circulation for multiple life cycles.

For more than 40 years, Caterpillar's remanufactured products have provided same-as-when-new performance, reliability and warranty at fraction-of-new costs, as well as availability that gives customers more options at repair and overhaul time.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers a competitive advantage.

An excellent example of how our reman programs deliver value to customers can be found in the island nation of Dominica. There, almost all energy is produced using a combination of gas, diesel and fuel-oil generators. Rimco, the Cat® dealer in the Eastern Caribbean, has put a priority on offering remanufactured parts and components to the local electricity companies and customers. Remanufactured parts are more affordable, helping to manage operating costs, and are more readily available on the market, allowing faster turnaround time in the event of emergency repairs.

For instance, a local energy company uses 11 Cat® generators – primarily Cat® 3516, Cat® 3608 and Cat® 3612 engines – to supply the majority of the island's electricity. During 2015, two of the main generators needed emergency replacement parts, reducing the backup power available and increasing the risk to a disruption in energy supply to the island. Rimco provided remanufactured parts to the energy company, ensuring they could keep the power flowing without interruption.

In addition to giving our customers lower operations and maintenance costs, using remanufactured equipment gives Cat® dealers like Rimco a competitive advantage and has helped the 35-year-old company meet the needs of its customers across the Eastern Caribbean efficiently and affordably.

CATERPILLAR®

WHAT WE'RE SOLVING

SANITATION IMPROVEMENT SOLUTION

SUPPORTING GLOBAL SANITATION IMPROVEMENTS

When we seek to meet basic human needs around the world, particularly those of women and girls, sanitation is a high-impact area where we can focus our efforts. In 2015, the Caterpillar Foundation continued our support of The Global Poverty Project (GPP) with an investment to support universal access to sanitation. The grant will help GPP advocate for policies around the world that enable entrepreneurship, especially for women, by removing barriers caused by poor and inequitable access to sanitation – such as places to hand wash or use the toilet – and lack of access to basic education. GPP estimates universal sanitation would improve the entrepreneurial potential of women by freeing up more than 200 million hours for women and girls each day, enabling them to achieve an education, have time for paid employment or to run their own small enterprises. Combined, these measures would return an estimated $220 billion to the global economy annually.

GPP estimates universal sanitation would improve the entrepreneurial potential of women by freeing up more than 200 million hours for women and girls each day, enabling them to achieve an education, have time for paid employment or to run their own small enterprises.

In 2015, the United Nations adopted the Sustainable Development Goals (The Global Goals), a series of 17 goals with 169 targets to be achieved by 2030. Included in these goals were two key aspects of our policy partnership with GPP: the recognition of the need to ensure access to adequate sanitation and hygiene for all, and a commitment to end open defecation, especially for women, girls and those in vulnerable situations. GPP will continue to work on other aspects of our sanitation-policy partnership, including securing a $10 million-per-year increase in Water, Sanitation and Hygiene (WASH) aid from the United States government, and urging four new governments or companies to allocate new, additional financial resources to sanitation efforts.

WHAT WE'RE SOLVING

NATURAL INFRASTRUCTURE SOLUTION

SHINING A LIGHT ON THE CLIMATE BENEFITS OF NATURAL INFRASTRUCTURE

Cat® products are used to support infrastructure projects around the world, including natural infrastructure projects such as the restoration of forests, wetlands and other landscapes. We believe that Caterpillar's expertise across industries puts us in a prime position to drive the global discussion on the importance of natural infrastructure and its restoration. Not only is sustainability one of our Core Values, but over our 90-year history we have also built relationships across a wide range of infrastructure businesses that will be critical to restoring the world's natural landscapes. Already, Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Around the world, governments, industries and individuals are talking about climate change, the threats it poses to our livelihoods and the best ways to address it. The majority of the conversation has focused on the role energy plays in our global carbon footprint. Natural infrastructure – forests, prairies, agricultural lands, coastal landscapes, wetlands and other landscapes – also plays a vital role in managing carbon and supporting global sustainability. In 2015, to complement our existing initiatives focused on reduction of greenhouse gases, Caterpillar spearheaded an effort to raise awareness of the benefits of natural infrastructure.

Caterpillar has supported a number of major natural infrastructure restoration projects, including Everglades restoration projects in Florida, cleanup work in the wake of Hurricanes Sandy and Katrina and remediating Superfund sites across the United States.

Natural infrastructure sequesters billions of tons of carbon for productive use in plants and soils. Scientists say that more carbon resides in soil than in the atmosphere and all plant life combined; there are 2,500 billion tons of carbon in soil, compared with 800 billion tons in the atmosphere and 560 billion tons in plant and animal life. The food, fiber and lumber produced from natural infrastructure provide our nourishment and much of the raw materials for clothing and housing. With the earth's population expected to grow from 7 billion to more than 9 billion in the next few decades, ensuring the health and productivity of our natural infrastructure will be integral to meet the growing need for food and other basic human needs.

Land and Water Resources for Food and Agriculture (SOLAW), found 25 percent of the world's lands are now considered "highly degraded" as a result of poor management practices. This means that an area roughly the size of North America may suffer from deforestation, desertification, severe erosion and wetland contamination. As a result, communities that depend on these lands may experience less productive farmland, poorer water quality and lower storm resilience. According to Ohio State University's Carbon Management and Sequestration Center, restoring soils of degraded and desertified ecosystems has the potential to provide an additional 1 billion to 3 billion tons of in-soil carbon storage capacity annually, equivalent to approximately 3.5 billion to 11 billion tons of CO_2 emissions.

In November 2015, Caterpillar hosted the first major national summit in the United States of diverse stakeholders who have a part to play in natural infrastructure restoration. The summit brought together leaders from engineering, construction, finance, governments, academia and nongovernmental organizations to establish a coordinated effort across these industries to develop and deploy sustainable development solutions. Participants delved into the scientific and business cases for natural infrastructure restoration and brainstormed policies, business models and financing solutions needed to expand the world's natural infrastructure restoration efforts.

Following the summit, Caterpillar has published a comprehensive white paper detailing the summit discussions. The paper highlights the recommendations that businesses and governments may consider to increase the effectiveness of efforts to restore natural infrastructure and keep pace with our need for the critical services, including carbon sequestration and resources, that natural ecosystems provide. Through the use of our products for natural infrastructure restoration projects and continuing to increase awareness, this is another way that Caterpillar can continue to build a more sustainable world.

WHAT WE'RE SOLVING

SUSTAINABILITY VISION, MISSION, STRATEGY & PRINCIPLES

VISION

Our vision is a world in which all people's basic needs – such as shelter, clean water, sanitation, food and reliable power – are fulfilled in a sustainable way and to be a company that improves the quality of the environment and the communities where we live and work.

MISSION

Our mission is to enable economic growth through infrastructure and energy development, and to provide solutions that support communities and protect the planet.

STRATEGY

Our strategy is to provide work environments, products, services and solutions that make safe, productive and efficient use of resources as we strive to achieve our vision. We apply innovation and technology to improve the sustainability performance of Caterpillar's products, services, solutions and operations. We believe sustainable progress is made possible by developing better systems that maximize life cycle benefits, while also minimizing the economic, social and environmental costs of ownership, as reflected in our sustainability principles. We will execute our strategy by working to meet our aspirational sustainability goals.

SUSTAINABILITY PRINCIPLES

Sustainability is part of who we are and what we do every single day. We recognize that progress involves a balance of environmental stewardship, social responsibility and economic growth.

Caterpillar Sustainability Principles drive our commitment to make sustainable progress possible.

Prevent Waste (Improve Safety, Efficiency and Productivity):

By increasing the safety, efficiency and productivity of processes and products, we reduce cost and minimize the use of materials, energy, water and land. We provide a safe work environment and the tools and training employees need to work safely. We provide customers with products, services and solutions that improve the sustainability of their operations.

Improve Quality (Team, Community, Environment and Operations):

We focus on improving quality for our company, customers, communities, environment and the quality of life for our employees. We use Lean and 6 Sigma to improve our operations and products. Our employees and their families experience a better quality of life when the quality of our company, communities and the environment is maintained. We attract and develop the best teams.

Develop Better Systems (Innovate):

We leverage innovation and technology to maximize efficiency and productivity. We remanufacture, rebuild and recycle to conserve resources for multiple life cycles. We develop products that contribute to communities through infrastructure development and energy access. We develop better systems throughout the value chain, "engineering the whole chain, not just the links," in order to maximize life cycle benefits.

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D. James Umpleby III
Denise Johnson – effective 2016

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Lance W. High

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Christopher M. Reitz

Assistant Secretary
Patrick G. Holcombe

Assistant Secretary
Joni J. Funk

*Appointed in 2015
**Retired in 2015

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LEGAL STATEMENTS

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Forward-Looking Statements Certain statements in this 2015 Sustainability Report relate to future events and expectations and are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "believe," "estimate," "will be," "will," "would," "expect," "anticipate," "plan," "project," "intend," "could," "should" or other similar words or expressions often identify forward-looking statements. All statements other than statements of historical fact are forward-looking statements, including, without limitation, statements regarding our outlook, projections, forecasts or trend descriptions. These statements do not guarantee future performance, and we do not undertake to update our forward-looking statements.

Caterpillar's actual results may differ materially from those described or implied in our forward-looking statements based on a number of factors, including, but not limited to: (i) global and regional economic conditions and economic conditions in the industries we serve; (ii) government monetary or fiscal policies and infrastructure spending; (iii) commodity price changes, component price increases, fluctuations in demand for our products or significant shortages of component products; (iv) disruptions or volatility in global financial markets, limiting our sources of liquidity or the liquidity of our customers, dealers and suppliers; (v) political and economic risks, commercial instability and events beyond our control in the countries in which we operate; (vi) failure to maintain our credit ratings and potential, resulting in increases to our cost of borrowing and adverse effects on our cost of funds, liquidity, competitive position and access to capital markets; (vii) our Financial Products segment's risks associated with the financial services industry; (viii) changes in interest rates or market liquidity conditions; (ix) an increase in delinquencies, repossessions or net losses of Cat Financial's customers; (x) new regulations or changes in financial services regulations; (xi) a failure to realize, or a delay in realizing, all of the anticipated benefits of our acquisitions, joint ventures or divestitures; (xii) international trade policies and their impact on demand for our products and our competitive position; (xiii) our ability to develop, produce and market quality products that meet our customers' needs; (xiv) the impact of the highly competitive environment in which we operate on our sales and pricing; (xv) failure to realize all of the anticipated benefits from initiatives to increase our productivity, efficiency and cash flow and to reduce costs; (xvi) additional restructuring costs or a failure to realize anticipated savings or benefits from past or future cost reduction actions; (xvii) inventory management decisions and sourcing practices of our dealers and our OEM customers; (xviii) compliance with environmental laws and regulations; (xix) alleged or actual violations of trade or anti-corruption laws and regulations; (xx) additional tax expense or exposure; (xxi) currency fluctuations; (xxii) our or Cat Financial's compliance with financial covenants; (xxiii) increased pension plan funding obligations; (xxiv) union disputes or other employee relations issues; (xxv) significant legal proceedings, claims, lawsuits or government investigations; (xxvi) changes in accounting standards; (xxvii) failure or breach of IT security; (xxviii) adverse effects of unexpected events, including natural disasters; and (xxix) other factors described in more detail under "Item 1A. Risk Factors" in our Form 10-K filed with the SEC on February 16, 2016, for the year ended December 31, 2015.

To learn more about Caterpillar in 2015 and our sustainability journey, please visit the full 2015 Year in Review and Sustainability Reports at http://reports.caterpillar.com/

Caterpillar Inc.
100 NE Adams Street
Peoria, Illinois 61629 USA
1 (309) 675-1000

CATERPILLAR®

Re: Due November 4 -- Exemption request for business license

Tax-License Tax-License to: Schreifels_Ann_M 10/26/2016 03:43 PM
Cc: "Jeffrey Whiting"

Caterpillar: Confidential Green Retain Until: 11/25/2016
History: This message has been forwarded.

Ms. Schreifels,

Since Caterpillar Inc will have a business location within Tucson city limits, Caterpillar will need a city business license. If the office in Tucson is not selling any items, then it will not need a City of Tucson tax license.

You can contact the license section at 520-791-4566 regarding a business license. You can also register for a business license using the City's e-tax system.
https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tucsonaz.gov_finance&d=DQIFAg&c=p0oa49nxxGtbbM2qgM-GB4r4m9OlGg-sEp8sXylY2aQ&r=WMM-Ht51y52fzXNRZvP2tBVTk26SHHwUPGwOJAl6F28&m=HPFwjLMGClbmrODIDUKpY0AsADLvILKVeSz0jgvqgbw&s=APhmU16iI7x-JCKk_KSfzLwib00MZic_U0NiNPME11Q&e=

Thank you.

Pam

>>> "Ann M. Schreifels" <Schreifels_Ann_M@cat.com> 10/14/2016 11:47 AM >>>
Hello,

I'm writing behalf of Caterpillar Inc. We are responding to a City of Tucson RFP (#161534) and one of the requirements is to either hold a City of Tucson business license or receive a written determination from your office that a business license is not required.

Though we are responding as a manufacturer, it is our local dealer, Empire Machinery, who will conduct all business with the city. Caterpillar will never directly sell equipment nor collect any funds. This is how we are currently doing business and we are not requesting any changes. (Empire Machinery does have a current City of Tucson business license.)

Would you be able to confirm in writing that Caterpillar Inc. is not required to hold a business license for the purposes of this RFP?

The City of Tucson contract officer leading this RFP is Jeffrey Whiting and either he or I would be happy to clarify this request.

Thank you very much,

Ann Schreifels
Americas Marketing Supervisor
Governmental Sales & Business Processes
Global Construction & Infrastructure
100 NE Adams St. | Peoria, IL | USA | 61629
Tel: 309-266-0471 | Tie: 7-726-0471 | C: 309-338-5976

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Casualty Insurance Program*

Caterpillar Inc. assumes a major retention for its general liability exposures (including product liability) and auto liability exposures (except where required by state statute). This retention is consistent with Caterpillar's net worth and cash flows.

If Caterpillar's net worth drops below $1 Billion, insurance certificates will be issued. Caterpillar Inc. has in place catastrophic excess liability coverage.

Please contact (309) 675-4645 if you have any questions.

CATERPILLAR®

Certificate of Insurance

Statement of Insurance

From: *Corporate Property and Casualty Finance Services Division Caterpillar Inc. & Subsidiaries*

Re: *Verification of Property Insurance Program*

Caterpillar Inc. assumes a major retention for its corporate property exposures. This retention is consistent with Caterpillar's net worth and cash flows. Catastrophic protection purchased is consistent with other corporations of our size.

Caterpillar Inc. will honor its responsibilities assumed under any agreement.

Please contact (309) 675-8400 if you have any questions.

CATERPILLAR®

Effective with sales to the first user on or after July 1, 2016

CATERPILLAR LIMITED WARRANTY

Earthmoving, Construction, Material Handling, Forestry and Paving Machines

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

Note: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

continued…

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.
NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

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THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000,THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

Effective with sales to the first user on or after January 1, 2014.

CATERPILLAR LIMITED WARRANTY

Rubber Track Used on Multi Terrain Loaders, Compact Track Loaders, and Mini Hydraulic Excavators

Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new rubber tracks sold by it for use on Compact Construction Equipment Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators to be free from defects in material and workmanship. The warranty is subject to the following:

Warranty Period

The standard warranty period for all new Premium rubber tracks used on Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators is 12 months, or 1500 operating hours, whichever occurs first, starting from the date of delivery to the first user.

The standard warranty period for new General Duty rubber tracks used on Multi Terrain Loaders and Compact Track Loaders is 12 months or 1000 operating hours, whichever occurs first, starting from the date of delivery to the first user.

Caterpillar Responsibilities

If a disabling defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat® dealer or other source approved by Caterpillar:

- At Caterpillar's choice, repair or provide an allowance toward the purchase of a new rubber track. Such allowance will be based on accrued hours. Allowance will be calculated as follows:

User Allowance for Multi Terrain Loaders, Compact Track Loaders and Mini Hydraulic Excavators with Premium rubber tracks:

Allowance (%) = (1-Track hours/1500 hours) X 100

User Allowance for Multi Terrain Loaders and Compact Track Loaders with General Duty rubber tracks.

Allowance (%) = (1-Track hours /1000 hours) X 100

- Provide reasonable and customary repair labor needed to correct the defect if product found to be defective and its replacement are both installed by a Cat dealer or other source approved by Caterpillar, or installed on machine prior to sale.

User Responsibilities

The user is responsible for:

- Providing proof of the delivery date to the first user.
- All cost associated with transporting the product to and from the place of business of a Caterpillar dealer or other source approved by Caterpillar.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Local taxes, if applicable.
- Any remaining costs of a new rubber track after the calculation of the "User Allowance" as stated under "Caterpillar Responsibilities."
- Parts shipping charges in excess of those that are usual and customary.
- Costs to investigate complaints, unless the problem is caused by a defect in material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from abuse, neglect, or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments and unauthorized fuel setting changes.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.

(Continued on reverse side....)

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS, WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

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CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

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- **II. PRODUCTS THAT COST AUD 40,000 OR LESS,**

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City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

EMPIRE SOUTHWEST LLC
PO BOX 2985
PHOENIX AZ 85062-2985

License Number: 3006282

Type: General Freight Trucking, Local

Issue Date: December 31, 2015

Expiration Date: December 31, 2016

Owner:
EMPIRE SOUTHWEST LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA
FINANCE DEPARTMENT
REVENUE DIVISION - LICENSE
Expiration Date: December 31, 2016

Non-Transferable

3006282

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: EMPIRE SOUTHWEST LLC

Located At: 7600 S NOGALES HY, TUCSON, AZ 85756

Effective: January 01, 2016

Please refer to license number in all correspondence.

By _____
Finance Director

Caterpillar Inc.
100 NE Adams Street
Peoria, IL 61629

TO: Jeffrey Whiting, Contract Officer
City of Tucson, AZ

FM: Patty Redpath, Governmental Account Manager
Caterpillar Inc.

RE: Payments for purchases under RFP #161534

As requested in the RFP, this note constitutes formal notice that payments by the City of Tucson for products and services under this contract should be made to our authorized dealer, Empire Machinery.

Payments should be directed to:

Empire Southwest, LLC
P.O. Box 2985
Phoenix, AZ 85062-2985

Any questions regarding payments should be directed to your account manager or to accounts.receivable@empire-cat.com.

Cooperative Contracts 2017 - City of Tucson RFP Response

Machine Model*	New Equipment
2016	Discount to Customer (Off List Price)
Pavers	
AP255	16.00%
AP300	16.00%
AP355	16.00%
AP500	16.00%
AP555	16.00%
AP600	16.00%
AP655	16.00%
AP1000	16.00%
AP1055	16.00%
Rollers	
CB7	16.00%
CB8	16.00%
CB10	16.00%
CB14	16.00%
CB22	16.00%
CB24	16.00%
CB32	16.00%
CB34	16.00%
CB36	16.00%
CB44	16.00%
CB46	16.00%
CB54	16.00%
CB64	16.00%
CB66	16.00%
CB68	16.00%
CC24	16.00%
CC34	16.00%
CD8	16.00%
CD10	16.00%
CD44	16.00%
CD54	16.00%
CP34	14.00%
CP44	14.00%
CP54	14.00%
CP56	14.00%
CP68	14.00%
CP74	14.00%
CS34	14.00%
CS44	14.00%
CS54	14.00%
CS56	14.00%
CS64	14.00%
CS68	14.00%
CS78	14.00%
CW14	16.00%
CW16	16.00%
CW34	16.00%

***Note: Base machines are listed. There may be several different base machine configurations available. (For example, the D6 model track type tractor is available as a D6K, D6N and D6T). The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.**

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Vocational Trucks

CT660	23.00%
CT680	23.00%
CT681	23.00%

Track Type Tractors

D3	25.00%
D4	25.00%
D5	25.00%
D6	24.00%
D7	22.00%
D8	22.00%
D9	10.00%

Wheeled Excavators

M314F	30.00%
M315F	30.00%
M316F	30.00%
M317F	30.00%
M318F	30.00%
M320F	30.00%
M322F	30.00%

Cold Planers

PM102	14.00%
PM620	14.00%
PM622	14.00%

Reclaimers

RM300	14.00%
RM500	14.00%

Telehandlers

TH255	26.00%
TH306	26.00%
TH3510	26.00%
TH406	26.00%
TH407	26.00%
TH514	26.00%
TL642	26.00%
TL943	26.00%
TL1055	26.00%
TL1255	26.00%

Motor Graders

12	33.00%
120	37.00%
140	33.00%
160	33.00%
14	23.00%

Skid Steer Loaders

226	25.00%
232	25.00%
236	25.00%
242	25.00%
246	25.00%
262	25.00%
272	25.00%

Multi-Terrain Loaders

257	25.00%
277	25.00%
287	25.00%
297	25.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Compact Track Loaders

239	25.00%
249	25.00%
259	25.00%
279	25.00%
289	25.00%
299	25.00%

Excavators

300.9	24.00%
301.4	24.00%
301.7	24.00%
302.4	24.00%
302.7	24.00%
303	24.00%
303.5	24.00%
304	24.00%
304.5	24.00%
305	24.00%
305.5	24.00%
307	24.00%
308	24.00%
311	24.00%
312	21.00%
313	21.00%
313GC	21.00%
315	25.00%
316	25.00%
318	22.00%
320	18.00%
321	18.00%
323	18.00%
325	18.00%
326	18.00%
329	18.00%
330	18.00%
335	18.00%
336	18.00%
349	12.00%
352	12.00%
374	12.00%

Backhoe Loaders

415	24.00%
416	24.00%
420	24.00%
430	24.00%
450	24.00%

Site Prep Tractor

586C	20.00%

Wheel Tractor Scrapers

621	16.00%
623	17.00%
627	16.00%

2017 Caterpillar Coop Contract Discounts - for City of Tucson RFP - November 2016.xls

Articulated Trucks	
725	14.00%
730	14.00%
735	14.00%
740	14.00%
745	14.00%
Rigid Frame Trucks	
770	10.00%
773	10.00%
Landfill Compactors	
816	14.00%
826	14.00%
836	14.00%
Wheel Dozers and Soil Compactors	
814	15.00%
815	15.00%
824	15.00%
825	15.00%
Wheel Loaders	
903	25.00%
906	25.00%
907	25.00%
908	25.00%
910	25.00%
914	25.00%
918	26.00%
924	26.00%
926	26.00%
930	26.00%
938	26.00%
950GC	26.00%
950M	24.00%
962	24.00%
966	21.00%
972	16.00%
980	12.00%
982	12.00%
Track Loaders	
953	20.00%
963	23.00%
973	23.00%
Worktools	15.00%
Caterpillar Safety Services	15.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is discounted 10% from dealership Rental Rates

Parts & Service is discounted by the servicing dealer according to work order volume

Caterpillar Oct. 7, 2016 National IPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	Participant Discount
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)*	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW *(Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)*	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW *(Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)*	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW *(Reference the "PSNA-EPG-F_C4.4PGAN or C4.4PGBN" Caterpillar Price List)*	
D40 (3 phase)	31%
D50 (3 phase)	31%
D60 (3 phase)	31%
D80 (3 phase)	31%
D100 (3 phase)	31%
D40-S (1 phase)	31%
D50-S (1 phase)	31%
D60-S (1 phase)	31%
D80-S (1 phase)	31%
D100-S (1 phase)	31%
60 HZ, 125 - 175 kW *(Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)*	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW *(Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)*	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C13PGAN, 350kW & 400kW	37%
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	

C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C18, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C18PKAN" Caterpillar Price List)	
(EPA & CARB Tier 4 Final Emissions Certified)	
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4F	20%
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%
C27, 60 HZ, 725 - 800 KW (Reference the "PSNA-EPG-F_C27PKGN" Caterpillar Price List)	
(EPA & CARB Tier 4 Interim Emissions Certified)	
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i	17%
725 kW Prime Power, 800 kW Standby 480 Volt Tier 4i Heavy Duty	17%
C32, 60 HZ, 1000 kW	
(Reference the "PSNA-EPG-F_C32PKGN" Caterpillar Price List)	
1000 kW 480	37%
3512C, 60 HZ, 1500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3512PGAN" Caterpillar Price List)	
480 V, Standby Rating Only - 1500 kW	33%
12470 V, Standby Rating Only - 1500 kW	33%
3516C, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGAG" Caterpillar Price List)	
480 V, Standby Rating Only - 2000 kW	33%
12470 V, Standby Rating Only - 2000 kW	33%
3516C-HD, 60 HZ, 2500 kW (EPA Tier 4) 480/277, 4160, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516C-HD, 60 HZ, 2000 kW (EPA Tier 4) 480/277, 460, 12470 Volts available	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	19%
3516B, 60 HZ, 2000 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2000 kW	32%
High Voltage - Standby Rating Only - 2000 kW	32%
3516B, 60 HZ, 2250 kW (EPA Tier 1)	
(Reference the "PSNA-EPG-F_3516PGDG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2250 kW	32%
High Voltage - Standby Rating Only - 2250 kW	32%
3516C HD, 60 HZ, 2500 kW (EPA Tier 2 & CARB Emissions Certified (Nonroad); EPA Tier 2 Emissions Certified for Stationary Use)	
(Reference the "PSNA-EPG-F_3516PGEG" Caterpillar Price List)	
Low/Med Voltage - Standby Rating Only - 2500 kW	30%
High Voltage - Standby Rating Only - 2500 kW	30%
3516-PGDL, 2MW, 2.5MW	32%
3516-PGEL, 2MW, 2.5MW Tier 4 Final	19%
G3412, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3412PGG" Caterpillar Price List)	26%
G3508, 60 HZ, 1200 RPM, 3 Phase, 480 Volt	
(Reference the "PSNA-EPG-F_G3508EPG" Caterpillar Price List)	17%
G3412PGG Standby, 375kW, 450kW, 500kW	26%
G3512NL Stationary Certified 831bkW, 1095bkW	17%
G3516, 60 HZ, 1800 RPM, 3 Phase, 240 or 480 Volt, Self Excited	
(Reference the "PSNA-EPG-F_G3516APGG" Caterpillar Price List)	
1040 eKW - Standby	17%

G3516, 60HZ, 1200 RPM, 3 Phase, 480 Volt
(Reference the "PSNA-EPG-F_G3516AEPG" Caterpillar Price List) 17%

G3516H, 60HZ, 1500 RPM, 3 Phase
(Reference the "PSNA-EPG-F_G3516HNG" Caterpillar Price List) 17%

G3520H, 60 HZ
(Reference the "PSNA-EPG-F_G3520HNL" Caterpillar Price List) 17%

G3520, 60 HZ, 2055, 1900, or 1600 eKW
(Reference the "PSNA-EPG-F_G3520CPGL" Caterpillar Price List) 17%

CG132, CG170, CG260 (custom) 15%

Due to the customization and plethora of options, it is not feasible to provide a paper price list for these specific generator sets.
Each quote is custom for the specific application.
However, members will receive a 15% discount off of the configured list price from each member's local dealer.

C175, 60 HZ, 4000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-20EL" Caterpillar Price List)
4000 kW (with Fan Rating) 24%

C175, 60 HZ, 3000 kW (EPA Tier 4)
(Reference the "PSNA-EPG-F_C175A16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 19%

C175, 60 HZ, 3000 kW (EPA Tier 2 for Mobile and Stationary Use)
(Reference the "PSNA-EPG-F_C175-16EL" Caterpillar Price List)
3000 kW (with Fan Rating) 26%
3100 kW (without Fan Rating) 26%

G30PGAN, 30kW

G80PGAN, 50kW, 60kW, 80kW

G150PGAN, 100kW, 125kW, 150kW

Natural Gas (Optional LPG) Olympian Generator Sets, 25 - 300 kW
(Reference the "PSNA-EPG-F_GASOLYGN" Caterpillar Price List)

G25	26%
G35	26%
G40	26%
G45	26%
G50	26%
G60	26%
G70	26%
G80	26%
G100	26%
G130	26%
G150	26%
G150	26%
G175	26%
G200	26%
G230	26%
G250	26%
G275	26%
G300	26%

APS60 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS100 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS1000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%
APS2000 - (Reference the "APS 60 100 1000 2000 List Price" Caterpillar Price List) 17%

XQ20N, 60 HZ, 20 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ20N" Caterpillar Price List)
20 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ30N, 60 HZ, 30 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ30N" Caterpillar Price List)
30 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ35BN, 60 HZ, 35 kVA prime (EPA Tier 4 Final & CARB Emissions Certified (Non-road))
(Reference the "PSNA-EPG-F_XQ35BN" Caterpillar Price List)

XQ60N, 60 HZ, 60 kW (EPA Tier 4 & CARB Emissions Certified (Nonroad))
(Reference the "PSNA-EPG-F_XQ60N" Caterpillar Price List)
60 kW* (3 or 1 phase) 45%
*There are several voltage options available

XQ60BN Tier 4 Final	23%
XQ200N, 60 HZ, 200 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ200N" Caterpillar Price List)	
182 kW* (3 phase or 1 phase)	45%
XQ350N, 60 HZ, 350 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ350N" Caterpillar Price List)	
320 kW* (3 phase or 1 phase)	23%
XQ375BN, 60 HZ, 375 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ375BN" Caterpillar Price List)	23%
XQ500N, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ500N" Caterpillar Price List)	
455 kW* (3 or 1 phase)	23%
XQ570BN, 60 HZ, 500 kW (EPA Tier 4 Final & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ570BN" Caterpillar Price List)	23%
XQ800N, 60 HZ, 800 kW (EPA Tier 4 Interim & CARB Emissions Certified (Non-road))	
(Reference the "PSNA-EPG-F_XQ800N" Caterpillar Price List)	
725 kW* (3 or 1 phase)	23%
*There are several voltage options available	
XQ2000N, 60 HZ, 2000 kW (EPA Tier 2 & CARB Emissions Certified)	
(Reference the "XQ2000N" Caterpillar Price List)	
1825 kW* (3 phase)	19%
Switchgear (customizable)	12%
*Due to the customization and plethora of options, it is not feasible to provide a paper price list for Cat switchgear. However, members will receive a **12% discount** off of the configured list price from each member's local dealer.*	
UPS (Uninterruptible Power Supply)	
60 HZ, 40 - 130 kVA (Reference the "UPSB130G" Caterpillar Price List)	
UPSB040 (40kVA)	20%
UPSB050 (50 kVA)	20%
UPSB060 (60 kVA)	20%
UPSB080 (80 kVA)	20%
UPSB100 (100 kVA)	20%
UPSB130 (130 kVA)	20%
Plus all price list related options	20%
UPS (Uninterruptible Power Supply)	
Flywheel Options	
(Reference the "UPS300AG" Caterpillar Price List)	
UP0300A - UPS 300 480V 60HZ	20%
UP300G - UPS 300 480V 60HZ	20%
UP0600G - UPS 600 480V 60HZ	20%
UPO300Z - UPS 300 480V 60HZ	20%
UPO600Z - UPS 600 480V 60HZ	20%
UPO900Z - UPS 900 480V 60HZ	20%
UPO1200Z - UPS 1200 480V 60HZ	20%
UPEXP02 - UPS Module Power Stage Expansion	20%
(Reference the "UPS750FG" Caterpillar Price List)	20%
Epic (Reference the "CATEPICG" Price List)	
Epic - Master Control Panel	10%
Epic - Generator Control Panel	10%
Epic - Utility Control Panel	10%
Supervisory Contol Panel (Reference the "CATSCPN" Price List)	
EMCP 4.4 SCP	10%
ATS (AUTOMATIC TRANSFER SWITCHES)	
444 ATS's available via ATS 2014 Price List Password: ATS2011	20%

Caterpillar Sourced Goods & Support Services Multiplier (Power Systems Only)

Sourced Goods & Support Service Provided	National IPA Member Pricing
Custom Shop Work	5% off list price / typical sale price if no list price is available
Installation	5% off list price / typical sale price if no list price is available
Delivery/Freight	5% off list price / typical sale price if no list price is available
Training	5% off list price / typical sale price if no list price is available
Custom Enclosure	5% off list price / typical sale price if no list price is available
Custom Fuel Tank	5% off list price / typical sale price if no list price is available
Custom ATS	5% off list price / typical sale price if no list price is available
Dealer Labor	5% off list price / typical sale price if no list price is available
Additional/Custom Parts	5% off list price / typical sale price if no list price is available
General Contracting Labor	5% off list price / typical sale price if no list price is available
Maintenance Agreements	5% off list price / typical sale price if no list price is available

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 161534

Heavy Equipment, Parts, Accessories, Supplies and Related Services

AMENDMENT NO. ONE (1)

The referenced document has been modified as per the attached Amendment No. One (1).

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced RFP as though fully set forth therein. Any questions regarding this amendment should be addressed to Jeffrey Whiting, Contract Officer at (520) 837-4123 or Jeffrey.Whiting@tucsonaz.gov.

JW/lr

REQUEST FOR PROPOSAL AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: SEPTEMBER 29, 2016

REQUEST FOR PROPOSAL NO. 161534
RFP AMENDMENT NO. ONE (1)
PAGE NO. 1 OF 1
RFP DUE DATE: NOVEMBER 14, 2016 @ 4:00 P.M. Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

Heavy Equipment, Parts, Accessories, Supplies and Related Services

ITEM NO. ONE (1):

RFP DUE DATE: The Proposal Due Date and Time is hereby **changed**, and shall be **November 14, 2016 at 4:00pm**.

ITEM NO. TWO (2):

RFP PRE-PROPOSAL DATE: The Pre-Proposal Date and Time is hereby **changed**, and shall be on **October 12, 2016 at 10:00am, City Hall 1st Floor Conference Room, 255 W. Alameda, Tucson AZ 85701**.

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Print Name and Title

Company Name

Address

City State Zip

CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**161534**
PROPOSAL DUE DATE:	**October 27, 2016 AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**Department of Procurement** **255 W. Alameda, 6th Floor, Tucson, AZ 85701**
MATERIAL OR SERVICE:	**HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES**
PRE-PROPOSAL CONFERENCE DATE:	**October 4, 2016**
TIME:	**10:00 A.M. LOCAL AZ TIME**
LOCATION:	**City Hall, 1ST Floor Conference Room** **255 W. Alameda, Tucson, AZ 85701**
CONTRACT OFFICER:	**Jeffrey Whiting**
TELEPHONE NUMBER:	**(520) 837-4123** **Jeffrey.Whiting@tucsonaz.gov**

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: http://www.tucsonprocurement.com/ by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******ALERT******

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JW/lr

PUBLISH DATE: September 27, 2016

INTRODUCTION

The City of Tucson (herein referred to as the City) is requesting proposals from qualified and experienced firms to provide **HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.** The City requires a contractor who provides a diverse and extensive supply of equipment for purchase and/or rental to various locations in the Tucson metropolitan area.

Heavy equipment will include, but not be limited to, the following equipment categories: Landfill, Construction, and Material Handling. The City has approximately 150 pieces of heavy equipment that falls under the heavy equipment category.

Requirements and qualifications are defined in detail in the Scope of Services Section of this Request for Proposal (RFP). The City seeks a firm that can supply the specified services, supplies, parts, equipment and materials.

NATIONAL CONTRACT REQUIREMENTS

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Vizient (formally, Novation), to leverage over $100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City anticipates spending approximately $8.5 million for Heavy Equipment over the full potential Master Agreement term (5 years). For Fiscal Year 17, the City anticipates purchasing an articulating haul truck and a water wagon. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Heavy Equipment purchased under the Master Agreement through National IPA is approximately $25,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

TENTATIVE SCHEDULE OF EVENTS

To the extent achievable, the following schedule shall govern the review, evaluation and award of the contract. The dates are estimates only and the City reserves the right to modify the dates below as necessary.

Activity	**Estimated Finish Date of Activity**
RFP Published	September 27, 2016
Pre-proposal conference	October 4, 2016
Proposal due date	October 27, 2016
Anticipated Vendor Interview / Demonstration	November 28 – December 2, 2016
Anticipated Final negotiation completed	December 19, 2016
Contract award & issuance of purchase order	January 9, 2017

SCOPE OF WORK

A. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS: Offerors should meet the minimum qualifications:

a. Have a strong national presence in the heavy equipment industry.
b. Have a distribution model capable of delivering heavy equipment nationwide.
c. Have a demonstrated sales presence.
d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

2. PRODUCTION REPORTS: The Contractor or associated dealer must have the ability to furnish the agency ordering equipment and National IPA with MONTHLY progress reports confirming status of delivery dates as agreed upon. These reports shall include, but not be limited to, the following:

a. Copy of Contractor's order to the factory.
b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
c. Factory generated computer status reports.
d. Notification to the City of any changes in production or shipping dates.
e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to Operations/Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

3. DELIVERY and DELIVERY DOCUMENTATION: The following documents are due upon delivery of the completed vehicles to the City:

a. Invoice
b. Warranty document
c. Level 1 Inspection
d. Required manuals
e. RD108-Title

Upon contract award, the Contractor will be required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the General Services Department/Fleet Services Division a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

4. VEHICLE INSPECTION: The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the General Services Department/Fleet Services Division staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the

Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.

5. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions. Training shall be presented in a quality suitable for videotaping. The City reserves the right to videotape part or all of the training provided at no additional cost to the agency.

6. **REPAIRS:** The Contractor will be responsible for transport of vehicles to and from his place of business for repairs, at no additional cost to the City, until such time as the City of Tucson places the vehicle in service. Transport of the vehicle will not be delayed more than one working day from date of notification.

7. **WARRANTIES:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship from the date the City places the equipment into service. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

Total Maintenance and Repair (TMR's) must be agreed upon and presented to the City prior to the purchase of equipment and/or rebuilds.

8. **VENDOR SERVICE AND MAINTENANCE:** Contractor will provide and maintain a factory authorized parts and service facility within a reasonable distance to the purchasing location.

For the City, the parts and service facility must be within a 125-mile radius of the City of Tucson Price Service Center (4004 S. Park Avenue, 85714). If warranty service is not provided within the Tucson metro area, the Contractor shall be responsible for all costs, including fuel and labor, of transporting vehicle(s) between the City's Price Service Center and the Contractor's service center. The method of transportation must be mutually agreed to by the Contractor and the City prior to transport.

For service calls, the Contractor must provide a response within 60 minutes.

Additional Requirement for City of Tucson Landfill: A service technician must be on-site each morning, Monday-Friday (except holidays) to service and maintain the City of Tucson landfill equipment located at 5300 E. Los Reales Road, Tucson, AZ.

9. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

B. EQUIPMENT AND PRODUCT REQUIREMENTS:

1. **EQUIPMENT:** A complete and comprehensive line of new and used Heavy Equipment to support various needs of agencies is requested. The categories include, but are not limited to, the following:

Landfill Equipment:
- Landfill Dozers
- Landfill Compactors
- Landfill Scraper

Material Handling
- Fork Lift
- Crane / Wheeled
- Crane / Track

Construction Equipment
- Air Compressor
- Articulated Dump Truck
- Asphalt Cold Planer
- Asphalt Rotary Mixer
- Bucket Truck
- Cement Mixer
- Chip Spreader
- Crack Sealer
- Dozers **/** Tracked
- Dozers / Wheeled
- Dump Trucks
- Excavators / Tracked
- Excavators / Wheeled
- Ice Resurfacer
- Loaders / Backhoe / Wheeled
- Loaders / Tracked
- Loaders / Wheeled
- Motor Graders
- Patcher Truck
- Paver / Tracked
- Paver / Wheeled
- Rollers / Drum / Vibrate
- Rollers / wheeled / Pneumatic
- Rollers / Drum / Wheeled
- Scrapers
- Skid Steer Loaders
- Soil Compactors
- Sweeper / Scrubber
- Sweeper / Street
- Sweeper / walkway
- Telehandlers
- Trailer / Tilt
- Trailer / Flatbed
- Trailer / Drop Neck
- Trailer / Utility
- Trencher
- Water Truck
- Water Wagon

2. CURRENT EQUIPMENT AND PRODUCTS: All equipment and products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. PRICING: Offerors shall provide a verifiable pricing model that may include, but not be limited to, a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer's price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

C. SERVICE REQUIREMENTS

1. SERVICES: The City is seeking the inclusion of value-add services. These services may be provided by the authorized manufacturer or dealer and sample categories include, but are not limited to:

a. **Repair Services:** The ability to provide repair services through authorized manufacturer's facilities or dealers. Repair services may include, but not be limited to, hourly rate for repairs in shop, hourly rate for repairs in field, weld repairs, machining work, etc.

b. **Maintenance Services:** The ability to provide various maintenance services and options through authorized manufacturer's facilities or dealers. Maintenance services may include scheduled services based upon the manufactures recommended guidelines to include, but not be limited to, daily scheduled services, daily fuel dispensing, major/minor machine cleaning, etc. Maintenance services may also include mobile maintenance.

For landfill equipment, if the City has purchased the maintenance services from the manufacturer's dealer, the City requires loaner or rental equipment if the machine is down for more than 24 hours. If the equipment is down due to no fault of the City, the loaner shall be provided at no additional cost.

c. **Warranties:** The ability to provide a full range of extended warranties.

d. **Lease/Financing Options:** The ability to provide financing options. Identify direct or third party financing or both.

e. **Trade-In or Buyback Options:** The ability to trade-in used equipment or obtain a guaranteed buy back price at the time of purchase.

f. **Rental:** The ability to rent heavy equipment through the manufacturer or dealer.

g. **Incorporation of New Business Enterprises:** The ability to incorporate certain business enterprises (as requested by the City or Participating Agencies) into your distribution, and sales channels.

h. **Green/Sustainability Program:**
1. Policies: Efforts and policies pertaining to green and sustainability.
2. Products: Impact on product offerings.
3. Distribution: Impact in distribution.
4. Certifications: The industry recognized certifications and standards obtained.

i. **Training & Education:** The ability to provide on-site and/or online training and educational programs/seminars.

j. **Customer Support Services:** The policies on replacements, returns, restocking charges, after hours service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

k. **Other Services/Options:** Other value-add services not included in above categories.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
City: The City of Tucson, Arizona
Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
May: Indicates something that is not mandatory but permissible.
Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror.

There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 6 copies (7 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with

modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. PUBLIC RECORD: All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. CONFIDENTIAL INFORMATION: The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. CERTIFICATION: By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror 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, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. LATE PROPOSALS: Late proposals will be rejected.

16. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. WITHDRAWAL OF PROPOSAL: At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. DISCUSSIONS: The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. CONTRACT NEGOTIATIONS: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any

property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. VENDOR APPLICATION: Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. CITY OF TUCSON BUSINESS LICENSE: It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at http://www.tucsonprocurement.com/ upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Price Proposal

C. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1) National Program

a. Provide a response to the national program by including a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement for the City's consideration.

2) Distribution Network

a. Describe how your firm proposes to distribute the equipment, accessories, parts, repair and services nationwide. Describe any parts the distribution network will have "on-hand" and those that must be ordered.

b. Identify all other companies/distributors/dealers that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

c. Provide the number, size and location of your firm's manufacturing facilities, distribution facilities, warehouses, service facilities and dealer networks as applicable. State the estimated dollar value of your inventory. Include a map showing heavy equipment distribution network coverage nationwide.

d. Describe your dealer network and their role in providing products, services, etc. under this contract.

3) Product

a. Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation. Offerors shall identify and describe their heavy equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

1. Identification and description of equipment categories offered.
2. Identification and description of sub categories.
3. Identify accessories, parts, services, etc. that are available through the manufacturer.
4. Identify accessories, parts, services, etc. that are available through the authorized dealer.
5. Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered.

6. Do you offer color choices for each product listed?

b. Describe descriptions, catalog(s) or website links for accessories, parts and supplies offered, including:
   1. types of warranties available (by category or equipment)
   2. description of your warranty claims procedures.
   3. description of your policy addressing warranty issues related to:
      i. Major Component Failures
      ii. Engineering Deficiencies
      iii. Describe your firm's standard response time to address warranty failure issues.

c. Is there a dedicated support representative that the City should contact? If yes, provide their name and complete contact information.

d. Provide information which details the costs, types, and extents of available extended warranty coverage for heavy equipment.

e. Describe how your firm is anticipating and ensuring compliance with the Environmental Protection Agency (EPA) emission changes.

f. Submit all information that will aid the City in evaluating your proposal

4) Service

a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors shall provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:

   1. Provide detailed information explaining your service capabilities.

   2. Provided detailed information explaining the service capabilities of your authorized dealers.

   3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than 24 hours?

   4. Describe your training programs, addressing, at a minimum, the following:
      i. How will equipment training be conducted?
      ii. Describe the training curriculum for the equipment operators.
      iii. Describe the training curriculum for the service technicians.
      iv. How will you accommodate various work shifts?
      v. What type of documentation is provided with the proposed training?
      vi. Is a "train the trainer" program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
      vii. Is the training provided by the manufacturer, dealer or both?

5) Ordering and Invoices
   a. Describe your order process.

   b. How do agencies work with your firm to determine appropriate equipment needs?

   c. Describe the equipment delivery process and your delivery commitment.

   d. What is your standard equipment delivery timeframes?

   e. How does your firm communicate order cut off dates to your customers?

   f. Identify and describe any exceptions or challenges.

   g. Provide details of the capabilities of your E-Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

   h. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

   i. Describe how problems – such as a customer ordering a wrong product; a customer receiving a defective or wrong product; etc. – are resolved.

   j. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements.

   k. Titles- will equipment be provided with proof of registration with the state?

   l. Will each product be delivered free of distributor advertising?

6) Other
   a. Describe any government rebate programs applicable.

B. Price Proposal

1) Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following: Offerors shall submit pricing based on the Equipment, Product Requirements and Service Requirement categories identified on the Scope of Services. Pricing should be based upon a verifiable pricing structure, such as a fixed percent discount from an index or indices or established price list, etc. Where applicable, Offerors shall provide pricing for all product and services offered. Describe how pricing is determined for a base model equipment purchase and how pricing is determined for options, accessories and services. Identify the price list being used and include an electronic copy (or website link) so that net prices can be determined.

   The price proposal should include pricing for equipment, accessories and options, parts, service and any additional value-add goods or services available such as financing, rental and used equipment for purchase from the vendor. Vendors must indicate if discounts are based on manufacturer price lists or dealer price lists.

In order to allow ordering flexibility for equipment that is mounted to a chassis, Offerors should provide a separate pricing structure for each the chassis and the truck, in addition to a total pricing structure for the complete piece of equipment.

2) Based on your distribution network, explain how freight is calculated.

3) The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last 3 years. Discuss any known future price list changes or industry changes that will effect pricing over the next 5 years.

4) State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

5) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

6) Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts.

7) As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

8) Will payment be accepted via commercial credit card? _____Yes _____No
   a. If yes, can commercial payment(s) be made online? _____Yes _____No
   b. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
   c. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
   d. If "no" to above, will consideration be given to accept the card? _____Yes _____No

9) Does your firm have a City of Tucson Business License? _____Yes _____No
   a. If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications & Experience

1) Provide a brief history and description of your company. Describe your market position in the local government, educational and medical market spaces.

2) Describe your dealer network and their role in providing products and services under this contract.

3) Provide a listing of key personnel who will be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

4) Summarize your experience in providing equipment, products and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

5) Please submit any additional information that you feel is applicable to your qualifications and experience.

6) Provide the qualifications of technicians that will be servicing equipment throughout the nation.

7) Describe your quality control program including but not limited to: what is your quality control procedures, who performs the quality control inspection? What are the qualifications of the inspectors? What items are inspected / tested? Etc.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors based on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS**: The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor 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 Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.

B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate (including Per Project)	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000

III. Workers' Compensation (applicable to the State of Arizona)*[1]	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
IV. Garage Liability & Garage Keepers Liability - In addition to I, II, III	
Garage Liability	$1,000,000
Garage Keeper's Liability – Direct Primary Coverage	
Each Auto	$ 500,000
Each Occurrence	$1,000,000

*[1] Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL**: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

8. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

9. **MODIFICATION OF TERMS:** A Participating Agency who wishes to piggyback on this Contract may present alternate terms to the Contractor as a condition of their intended purchase transaction. If the Contractor chooses to accept the alternate terms, it shall be as a condition of the Participating Agency's purchase transaction and shall not constitute a modification of this contract.

10. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

    This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

13. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

14. **EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et.seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** 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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification 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.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION**: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers,

directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

    The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

22. **INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. **LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. **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 the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

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

29. **PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

    Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

30. **PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

32. **RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

33. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

34. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

35. **RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

36. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

37. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

38. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

39. **SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. **TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 161534-_____.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2016.

Awarded this _____ day of _____ , 2016.

_____
As Tucson City Attorney and not personally

_____
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

ATTACHMENTS

ATTACHMENT A: National IPA Exhibits

Attachment A

Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Heavy Equipment, Parts, Accessories, Supplies and Related Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $25,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.
B. Total number and location of sales persons employed by your company.
C. Number and location of support centers (if applicable).
D. Annual sales for the three previous fiscal years.
E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.
B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
D. State any return and restocking policy and fees, if applicable, associated with returns.
E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
   i. Creation and distribution of a co-branded press release to trade publications
   ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
   iii. Design, publication and distribution of co-branded marketing materials within first 90 days
   iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
   v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
   vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
   vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
   viii. Dedicated National IPA internet web-based homepage on Supplier website with:
      - National IPA standard logo;
      - Copy of original Request for Proposal;
      - Copy of contract and amendments between Principal Procurement Agency and Supplier;
      - Summary of Products and pricing;
      - Marketing Materials
      - Electronic link to National IPA's website including the online registration page;
      - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and

national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
   iv. Knowledge of benefits of the use of cooperative contracts

G. Provide contact information for the person(s), who will be responsible for:
   i. Marketing
   ii. Sales
   iii. Sales Support
   iv. Financial Reporting
   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
    i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
    ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
    iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
    iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at

EXAMPLE

National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of __% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of

EXAMPLE

Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

EXAMPLE

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
_____	_____
Signature	Signature
_____	Ward H. Brown
Name	Name
_____	Chief Operating Officer
Title	Title
_____	_____
Date	Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.

3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

5. That the Participating Public Agency agrees that the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or

EXAMPLE

indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Supply, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided that the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.

6. That the Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.

9. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.

10. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA") pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

_____
Signature

_____
Name

_____
Title

_____
Date

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

National IPA Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR

PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT
EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT
SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

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CONTRACT AMENDMENT

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6th FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726-7210
PHONE: (520) 837-4134 / FAX: (520) 791-4735
Cynthia.Thompson@tucsonaz.gov
ISSUE DATE: June 1, 2022

CONTRACT NO:161534-01
CONTRACT AMENDMENT NO.: EIGHT (8)

CT
CONTRACT OFFICER: CYNTHIA THOMPSON, NIGP-CPP, CPPB

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): EXTENSION

In accordance with Contract Standard Terms and Conditions, Paragraph 10, "Contract Amendments", both parties hereby agree to extend the Contract for the period of **August 1, 2022 through December 31, 2022**, or until a new contract has been awarded, whichever is sooner.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: CATERPILLAR, INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT

DocuSigned by:
Patrick Kearns 6/3/2022
68A87926721B4E0...
Signature of person authorized to sign Date

Patrick Kearns, NA Industry Manager
Name and Title (typed or printed legibly)

Caterpillar Inc
Company Name

100 NE Adams St.
Address

Kearns_Patrick@cat.com
Email Address

Peoria IL 61629
City State Zip

Tirena Pavelka
Contact information for Sales/Account Representative for daily business operations:

Tirena Pavelka, Government Account Manager
Name and Title (typed or printed legibly)

309 675 1589
Phone Number

Pavelka_Tirena_L@cat.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 3rd DAY OF June, 2022, AT TUCSON, ARIZONA.

Matthew Sage for
as Director of Business Services and not personally

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Gregory Conlin, Public Works Manager - Fleet Services

Co-Submitter: Mark Wilson

Date: 11/07/2022

Meeting Date: 11/15/2022

TITLE:

Consideration and Approval of Contract: Approve the Cooperative Purchase Contract with PFVT Motors, LLC DBA Peoria Ford for the purchase of One (1) 2022 Ford Expedition 4x4 in the amount of $57,139.93 through an Arizona State cooperative contract.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract to PFVT Motors, LLC DBA Peoria Ford for the purchase of One (1) 2022 Ford Expedition 4x4 in the amount of $57,139.93 through an Arizona State cooperative contract; and
2. Authorize the City Manager to execute all necessary documents.

Executive Summary:

The Flagstaff Fire Department (FFD) is looking to purchase a 2022 Ford Expedition 4x4 for assignment to a Battalion Chief position. FFD plans to rotate a 2000 Ford Expedition out of frontline service which currently has 149,115 miles on it. The new vehicle will be used in support of City Fire suppression operations and on assignment for out of district fire operations and training.

The old 2000 Ford Expedition was approved for re-assignment as a backup by the Fleet Management, Budget Committee and through the City Council fiscal 2020-2021 budget. FFD elected to wait in hopes that a full-size SUV EV or Hybrid full size vehicle would become available. To date, no domestic manufacturer has announced any plans to make a vehicle in this class in an alternate fueled platform, at least through 2025. The old Ford Expedition is now 22 years old and approaching 150,000 miles.
FFD and Fleet Services compared the cargo areas of both the Expedition and Explorer Utility Hybrid and found the Utility Hybrid, when loaded with most of the required equipment for its intended duty mission, that the rear visibility was severely impaired. The Explorer Utility Hybrid comes with 47.9 cubic feet behind the second row. The 2022 Ford Expedition 4x4 comes with 63.6 cubic feet of cargo area behind its second row. The height of the vehicle is also a critical difference where the 2022 Ford Expedition 4x4 allows for the necessary rear view visibility.

In consideration of the City Council's climate goals, FFD and Fleet Services chose to purchase the standard six (6) cylinder, 3.5 L Eco-boost engine over the optional eight (8) cylinder or diesel engine.

Financial Impact:

FFD has budgeted funding for this vehicle in Fiscal Year 2022-2023 for the purchase of F2010's replacement in the amount of **$57,139.93**.

Most of these dollars have been carried forward from two (2) prior fiscal years in hopes that there would be an alternate fueled vehicle that would meet the service requirements. Unfortunately, FFD must act now in order to supply the required personnel with reliable and effective equipment. This purchase will be paid fully from account 001-03-051-0203-2-4401.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Serve the public by providing high quality customer service
- Provide public safety services with resources, staff & training responsive to the community's needs.

Carbon Neutrality Plan

DD-6: Proactively invest to protect Flagstaff's clean air status. Choosing a 3.5L Ecoboost 6 cylinder engine over a larger gas or diesel engine.

Regional Plan

Policy E.2.I. Promote renewable energy sources that reduce demand upon fossil fuels and other forms of generation that produce waste.
Policy PF.3.I Maintain high-quality effectiveness and efficiency in law enforcement, fire, and emergency services to the extent that is consistent with governmental operations, plans, public policies, population served and monies available.

Has There Been Previous Council Decision on This:

No.

Background/History:

The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322 with PFVT Motors, Inc. DBA Peoria Ford. The City of Flagstaff Procurement department utilized this cooperative purchase contract to obtain the best pricing for the 2022 Ford Expedition 4x4.

Attachments:

Cooperative Purchase Contract
Exhibit A - Quote
Exhibit B - Agency Contract
Exhibit B - Award Letter
Exhibit B - Pricing
Cargo Specification Comparison

COOPERATIVE PURCHASE CONTRACT
Contract No. 2023-45

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford ("Contractor").

RECITALS:

A. Contractor is a fully authorized vendor of Ford vehicles; and

B. The State of Arizona, Procurement Department, Public Sector conducted a competitive and open procurement process through Request for Proposal Solicitation No. BPM004157 that resulted in Contract No. CTR059322 with Contractor ("Agency Contract"); and

C. Contractor is a dealer as described in the Agency Contract; and

D. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

   One (1) (2022 Ford Expedition 4X4)

   Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

2. Payment: Payment to the Contractor for the materials and or services provided for fifty-seven thousand one hundred thirty-nine dollars and nine-three cents **($57,139.93) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.

4. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance

under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

5. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

6. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

PFVT Motors, LLC a Delaware Limited Liability Corporation DBA Peoria Ford:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A
QUOTE (attached)

EXHIBIT B
AGENCY CONTRACT

1. March 17, 2022, Agency Contract Award Request for Proposal Solicitation No. BPM004157
2. Award Letter to PFVT Motors LLC. DBA Peoria Ford
3. PFVT Motors, LLC DBA Peoria Ford 2022 Pricing

PFVT MOTORS, INC.

CONTRACT # *CTR059322*
QUOTE DATE: 9/22/2022

CUSTOMER: CITY OF FLAGSTAFF
CONTACT: GREG CONLIN
E-MAIL:

SANDRA GONZALEZ
9130 West Bell Road
Peoria, Arizona 85382
Direct: 480-696-5930
Cell: 505-850-5504
Fax: 480-393-5536
Email: sgonzalez@peoriaford.com

REFERENCE: WHITE XL EXPEDITION

LEAD TIME: PRODUCTION SEPT 25TH

LINE ITEM	ORDER CODE	DESCRIPTION	PRICE
1	U1G	2022 FORD EXPEDITION - 4X4	$ 51,989.00
2	100A	XL PACKAGE	INC
3	YZ	OXFORD WHITE	INC
4	DIO	WINDOW TINT	INC
5	DEL	DELIVERY	INC
6	DIO	4 TOTAL KEYS	INC
7	INC	3.5L ECOBOOST	INC
8	INC	EBONY INTERIOR	INC
9	536	HD TRAILER TOW PACKAGE	$ 731.40
10	47C	ALL WEATHER FLOOR LINERS	$ 138.00
11	INC	18" ALUMINUM WHEELS	INC

TAXABLE TOTAL	$ 52,858.40
SALES TAX	$ 4,281.53
WARRANTY COST	$ -
TIRE TAX	INC
FREIGHT	$ -
TOTAL PER UNIT	$ 57,139.93
QUANTITY OF UNITS	1
PO TOTAL	**$ 57,139.93**

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

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

PFVT Motors, LLC dba Peoria Ford
Offeror (Company) Name

Signature of Person Authorized to Sign Offer

9130 W Bell Rd
Address

Sandra Gonzalez 1/18/22
Printed Name Date

Peoria AZ 85382
City State Zip

Government Manager
Title

sgonzalez@peoriaford.com
Email Address

480-696-5930
Phone Number

Jmoser@ytaig.com
Company Email Address

NA
Fax Number

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

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059322 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

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

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
[signature]
Procurement Officer

3/10/2022
Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

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

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

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

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

"An Equal Opportunity Agency"

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

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

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

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1. Statement of Need

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

2. Introduction and Background

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

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

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

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

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

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

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

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

4.5.1 All standard factory equipment

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

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

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

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

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

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

4.6.3 Front tow hooks

5 Contractor's Responsibilities

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

6 Department's Responsibilities

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

SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM

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

2. CONTRACT EXTENSION

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

3. ELIGIBLE AGENCIES

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

4. NON-EXCLUSIVE CONTRACT

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

5. ORDERING PROCESS

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

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

6. SHIPPING TERMS

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

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

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

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

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

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

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

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

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

9. INVOICING and PAYMENT

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

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

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

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

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

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

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

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

10. ESTIMATED USAGE

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

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

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

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

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

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

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

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

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

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

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

12. PRICE INCREASE

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

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

13. SAFETY STANDARDS

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

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

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

16. PRODUCT DISCONTINUANCE

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

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

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

18. NOTICES

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

A. If intended for the State, to:

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

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

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

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

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

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

20. INDEMNIFICATION CLAUSE

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

21. INSURANCE REQUIREMENTS

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

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

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

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

21.3.1 Commercial General Liability (CGL) – Occurrence Form

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

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

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

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

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

21.3.2 Business Automobile Liability

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

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

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

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

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

21.3.3 Workers' Compensation and Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. USAGE REPORT

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

Usage report quarters shall be defined as follows:

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

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

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

23. CONTRACT ORDER OF PRECEDENCE

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

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

24. LICENSES, PERMITS, CERTIFICATIONS

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

25. CO-OP USAGE

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

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

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

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

26. POST AWARD MEETING

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

1. Definition of Terms

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

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

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

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

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

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

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

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

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

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

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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

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

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

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

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

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

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

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

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

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

4.5.2. Cancel the Contract; or

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

5. Contract Changes

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

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

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

6. Risk and Liability

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

6.2. Indemnification

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

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

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

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

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

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

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

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

8. State's Contractual Remedies

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

8.2. Stop Work Order.

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

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

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

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

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

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

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

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

9.5. Termination for Default.

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

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

FEDERAL PROVISIONS

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

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

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

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

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

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

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

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

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

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

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

6. CIVIL RIGHTS REQUIREMENTS

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

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

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

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

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

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

7. TERMINATION

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

8. DEBARMENT OR SUSPENSION

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

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

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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

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

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

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

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

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

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

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

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

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

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

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

11. BREACHES AND DISPUTE RESOLUTION

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

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

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

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

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

12. LOBBYING

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

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

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

13. FLY AMERICA

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

14. ENERGY CONSERVATION

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

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

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

16. COPYRIGHT AND PATENT

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

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

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

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

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

2321 et seq.).

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

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

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

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

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

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

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

(b) Allocation of Principal Rights

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

throughout the world.

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

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

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

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

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

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

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

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

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

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

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

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

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

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

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

post-issuance submission, and supplemental examination.

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

(g) Subcontracts

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

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

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

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

(j) March-in Rights

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

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

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

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

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

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

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

17. RECOVERED MATERIALS

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

18. SAFE OPERATION OF MOTOR VEHICLES

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

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

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

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

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

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

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

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

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

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

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

2.0 Assurances of Non-Discrimination:

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

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

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

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

3.0 Definitions:

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

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

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

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

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

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

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

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

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

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

4.0 Working with DBEs:

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

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

4.01 Mentor-Protégé Program:

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

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

5.0 Applicability:

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

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

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

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

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

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

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

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

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

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

6.2 SBC Registration:

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

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

SBCs can register online at the AZ UTRACS website.

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

7.0 DBE Financial Institutions:

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

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

8.0 Time is of the Essence:

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

9.0 Computation of Time:

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

10.0 Contractor and Subcontractor Requirements:

10.1 General:

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

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

10.2 DBE Liaison:

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

11.0 DBE Goals

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

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

11.1 Race Neutral Contract (With No DBE Goal)

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

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

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

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

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

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

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

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

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

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

13.0 Payment Reporting:

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

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

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

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

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

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

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

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

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

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

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

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

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

(a) Sanctions for Inadequate Reporting:

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

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

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

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

14.02 DBE Prime Contractor:

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

14.03 Effect of Loss of DBE Eligibility:

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

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

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

14.04 Notifying the Contractor of DBE Certification Status:

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

14.05 Commercially Useful Function:

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

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

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

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

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

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

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

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

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

15.0 Required Provisions for DBE Subcontracts:

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

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

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

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

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

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

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

16.0 Certification of Final DBE Payments:

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

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

17.0 False, Fraudulent, or Dishonest Conduct:

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

21. NONDISCRIMINATION

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

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

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

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

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

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

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

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

24. FEDERAL CHANGES

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

25. PROMPT PAY

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

26. FULL AND OPEN COMPETITION

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

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

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

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

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

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

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

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

30. NOTIFICATION OF FEDERAL PARTICIPATION

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

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

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

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

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

33. OTHER CONTRACT REQUIREMENTS

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

34. COMPLIANCE WITH FEDERAL REGULATIONS

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

35. REAL PROPERTY

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

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

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

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

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

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

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

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

40. GEOGRAPHIC PREFERENCE

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

41. ORGANIZATIONAL CONFLICTS OF INTEREST

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

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

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

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

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

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

44. AMERICANS WITH DISABILITIES ACT (ADA)

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

45. BYRD ANTI-LOBBYING AMENDMENT

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

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

44. BUS TESTING

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

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

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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

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

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

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

Reporting Period:

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

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

As required by 49 CFR Part 663Subpart C, the

_____

(Recipient's name)

Certifies that a resident inspector,

_____

(Name of inspector)

Was at

_____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____

(description of buses).

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

As required by 49 CFR Part 663 Subpart C, the

_____

(Recipient's name)

Certifies that a resident inspector,

_____

(Name of inspector)

Was at

_____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____

(description of buses).

The inspector visually inspecting the buses, the

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

Signature _____ Date _____/ _____/ _____

Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

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

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

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

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

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

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

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

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

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

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

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

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

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

1. **Specifications**
   The following sections are hereby modified to read:

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

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

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

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

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

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

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

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

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

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

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

Usage report quarters shall be defined as follows:

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

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

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

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

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

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

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

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

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

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

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

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

DocuSign Envelope ID: 8D202D95-DA9A-4443-8A5B-39D90A8C6480

March 11, 2022

Sandra Gonzalez
Government Manager
PFVT Motors LLC. Dba Peoria Ford
9130 W. Bell Road
Peoria, AZ 85382

Subject: Award of Contract No. CTR059322

Dear Ms. Gonzalez:

Please be advised that your company has been awarded the contract for New Vehicle Purchases as specified in solicitation BPM004157. The executed Offer and Acceptance is attached. The contract is effective March 17, 2022.

The Contract requires verification of insurance be provided prior to commencement of work. Therefore, a certificate of insurance must be submitted in accordance with the requirements stated in the Contract's Special Terms and Conditions, paragraph 21, Insurance Requirements.

The attached Contract Insurance Checklist is provided to ensure that all required forms and endorsements are submitted. The required forms, endorsements and signed checklist must be received no later than March 21, 2022. These documents must be e-mailed to me at TKornell@azdot.gov.

If you have any questions regarding this contract, please contact me at (602) 712- 8520 or via email.

Sincerely,

DocuSigned by:
Thomas Kornell
0692CD9E66B64A8...

Tom Kornell
Senior Procurement Officer

Cc: File

Enclosures (02)

ADOT Procurement

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

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

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

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

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

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 22.5%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 10.1%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 22.5%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 13.25%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 1.5%
FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 13.2%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 7.1%
FORD/E-SERIES/CUTAWAY	MIN 20.2%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 10.1%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 10.2%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	MIN 3.5%

FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	MIN 3%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 5.5%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 20.5%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	MIN 13.1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 18.5%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	MIN 16.3%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 10.25%
FORD/MUSTANG/COUPE - RWD	MIN 14.1%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND PREVIOUS MODEL YEAR TRENDS. PERCENTAGE OFF IS LIKELY TO INCREASE ON MOST ITEMS ONCE PRICING FOR NEXT MODEL YEAR IS RELEASED

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

Phase Two (2) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	**Percentage (%) Off of Manufacture Retail Price (MSRP)**
FORD/ F-150/ ½ TON TRUCKS – REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2, GAS	MIN 16.5%
FORD/F-150/1/2 TON – CREW CAB 4X4 – LIGHTNING	MIN 8.2%
FORD/ F-250-550/ ¾ TON TRUCK - REG CAB, SUPERCAB, CREW CAB – 4X4 AND 4X2	MIN 10.1%
FORD/SUV/ ESCAPE, EXPLORER, EXPEDITION – FWD, RWD, AWD, 4X4, 4X2	MIN 10.25%
FORD/MACH-E/CROSSOVER – AWD OR 4X2	Min 1%

FORD/BRONCO SPORT/COMPACT SUV – 4X4	MIN 10.1%
FORD/BRONCO/MID-SIZED SUV – 4X4	MIN 5.1%
FORD/E-SERIES/CUTAWAY	MIN 16.5%
FORD/TRANSIT WAGON/PASSENGER AND CREW VANS – ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 14.5%
FORD/TRANSIT/ CARGO VANS - ½ TON TO 1 TON – LOW, MED, HIGH ROOF - SHORT, LONG AND EXTENDED LENGTHS	MIN 15.25%
FORD/TRANSIT CONNECT WAGON/MINI PASSENGER VAN	MIN 2.2%
FORD/TRANSIT CONNECT/MINI CARGO VAN – SWB OR LWB	MIN 2.1%
FORD/ E-TRANSIT/ ELECTRIC TRANSIT CARGO VAN – LOW, MED, HIGH ROOF – SHORT, LONG AND EXTENDED LENGTHS - RWD	MIN 2.1%
FORD/ F-350 TO F-550 CHASSIS/ CHASSIS CAB – 4X4 AND 4X2	MIN 10.1%
FORD/ESCAPE PHEV/PLUG-IN HYBRID AND HYBRID COMPACT SUV	MIN 11.1%
FORD/POLICE INTERCEPTOR/MID-SIZED PURSUIT SUV - AWD	MIN 6.5%
FORD/ RANGER/ MID-SIZE TRUCK – EXTENDED OR CREW CAB - 4X4 OR 4X2	MIN 14.9%
FORD/MAVERICK/COMPACT TRUCK – CREW CAB – AWD OR FWD	MIN 9.5%
FORD/MUSTANG/COUPE - RWD	MIN 10.6%

***PERCENTAGES FOR MODELS THAT ARE CURRENTLY UNAVAILABLE ARE BASED ON DRAFT PRICING AND VERY LIMITED CURRENT MARKET AVAILABILITY. PRICING DISCOUNTS ARE LIKELY TO INCREASE ONCE PRICING IS MADE AVAILABLE AND CONSTRAINTS FOR COMMODITIES LIFT
***PHASE 2 PERCENTAGES ARE BASED ON CURRENT RETAIL MARKET AND AVAILABILITY OF FLEET ALLOCATION

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

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☒ Apache	$95	☒ Greenlee	$95	☒ Pima	$0
☒ Cochise	$95	☒ La Paz	$95	☒ Pinal	$75
☒ Coconino	$75	☒ Maricopa	$0	☒ Santa Cruz	$95
☒ Gila	$65	☒ Mohave	$95	☒ Yavapai	$85
☒ Graham	$95	☒ Navajo	$150	☒ Yuma	$95

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

1.5.1 Phase One (1) Evaluation Pricing:

Specifications for vehicles quoted are included below pricing - MSRP is shown only for reference in specs
All warranty information is provided***

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$22,259	FORD ESCAPE FWD – S MODEL – SPARE TIRE IS NOT STANDARD, BUT INFLATION KIT IS PROVIDED. MINI SPARE IS AVAILABLE FROM THE FACTORY OR AFTER MARKET SPARE MAY BE ADDED. CURRENTLY AVAILABLE FOR ORDERS OF 2022 MODEL.
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$36,411	TRANSITS ARE NOT CURRENTLY AVAILABLE FOR ORDERING, SO PRICING IS BASED ON DRAFT PROJECTION FROM

			MANUFACTURER – MODEL PROVIDED IS 2023 W1Y – TRANSIT T-350, 130" WB, RWD, LOW ROOF, INCLUDES FRONT AND REAR A/C OPTION
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$25,695	NOT CURRENTLY AVAILABLE FOR ORDER, PRICING IS BASED ON PROJECTED DRAFT PRICING. MODEL IS F-150 REG CAB 4X2, SHORT WHEELBASE. 2023 MODEL PROJECTION.

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$22,543	FORD ESCAPE FWD – S MODEL – SPARE TIRE IS NOT STANDARD, BUT INFLATION KIT IS PROVIDED. MINI SPARE IS AVAILABLE FROM THE FACTORY OR AFTER MARKET SPARE MAY BE ADDED.
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$29,223	MODEL PROVIDED IS CURRENT 2022 W1Y – TRANSIT T-350, 130" WB, RWD, LOW ROOF, INCLUDES FRONT AND REAR A/C OPTION
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$24,162	MODEL IS F-150 REG CAB 4X2, SHORT WHEELBASE. CURRENT 2022 MODEL PRICING

Prepared for: , STATE OF ARIZONAAZ

2022 Escape 4dr FWD S (U0F)

Price Level: 225

Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM
Quote ID: STATEESCAP
Date: 01/19/2022

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

, STATE OF ARIZONAAZ

Re: Quote ID STATEESCAP 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U0F	Base Vehicle Price (U0F)	$26,010.00
Packages		
100A	Equipment Group 100A *Includes:* *- Engine: 1.5L EcoBoost* *Includes auto start-stop technology.* *- Transmission: 8-Speed Automatic* *- 3.81 Axle Ratio* *- GVWR: TBD* *- Tires: 225/65R17 AS BSW* *- Wheels: 17" Steel w/Sparkle Silver-Painted Covers* *- Cloth Front Bucket Seats* *Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).* *- Radio: AM/FM Stereo* *Includes 6 speakers and speed compensated volume.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	N/C
Powertrain		
996	Engine: 1.5L EcoBoost *Includes auto start-stop technology.*	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.81 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 225/65R17 AS BSW	Included
STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	Included
Seats & Seat Trim		
V	Cloth Front Bucket Seats	Included

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).	
Other Options		
PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included
	Includes 6 speakers and speed compensated volume. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	
Emissions		
425	50-State Emissions System	STD
Interior Color		
VH_01	Dark Earth Gray	N/C
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$26,010.00
Destination Charge		$1,245.00
TOTAL		$27,255.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs

Dimensions

- Exterior length: 180.5"
- Exterior width: 74.1"
- Exterior height: 66.1"
- Wheelbase: 106.7"
- Front track: 62.4"
- Rear track: 61.8"
- Turning radius: 19.2'
- Min ground clearance: 7.3"
- Front legroom: 42.4"
- Rear legroom: 40.7"
- Front headroom: 40.0"
- Rear headroom: 39.3"
- Front hiproom: 55.2"
- Rear hiproom: 53.3"
- Front shoulder room: 57.6"
- Rear shoulder room: 56.0"
- Passenger volume: 104.0cu.ft.
- Cargo volume: 37.5cu.ft.
- Cargo volume seats folded: 65.4cu.ft.
- Maximum cargo volume: 65.4cu.ft.

Powertrain

- EcoBoost 181hp 1.5L DOHC 12 valve intercooled turbo I-3 engine with Ti-VCT variable valve control, port/direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : premium unleaded
- LEV3-SULEV30
- 8 speed automatic transmission with overdrive
- Front-wheel drive
- Limited slip differential
- Fuel Economy City: 28 mpg
- Fuel Economy Highway: 34 mpg
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Rear independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- Front and rear 17 x 7 steel wheels
- P225/65HR17 BSW AS front and rear tires

Body Exterior

- 4 doors
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Lip rear spoiler
- Body-coloured bumpers
- Clearcoat paint
- Front and rear 17 x 7 wheels

Convenience

- Manual air conditioning with air filter
- Cruise control with steering wheel controls
- Power windows
- Driver 1-touch down
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel

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

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual visor mirrors
- Driver and passenger door bins
- Day-night rearview mirror
- 911 Assist emergency SOS
- AppLink smart device integration
- Front and rear cupholders
- Full floor console
- Rear door bins

Seats and Trim

- Seating capacity of 5
- 6-way driver seat adjustment
- 4-way passenger seat adjustment
- 60-40 folding rear split-bench seat
- Metal-look/piano black instrument panel insert
- Metal-look gear shifter material
- Front bucket seats
- Manual height adjustable driver seat
- Centre front armrest
- Cloth seat upholstery
- Metal-look console insert

Entertainment Features

- AM/FM stereo radio with radio data system
- Steering wheel mounted radio controls
- Streaming audio
- SYNC external memory control
- 6 speakers
- Integrated roof antenna

Lighting, Visibility and Instrumentation

- Halogen projector beam headlights
- Auto on/off headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Compass
- Camera(s) - rear
- Trip computer
- Lane departure
- Delay-off headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Light tinted windows
- Tachometer
- Outside temperature display
- Low tire pressure warning
- Trip odometer
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system

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

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

- Airbag supplemental restraint system occupancy sensor
- Power remote door locks with 2 stage unlock and panic alarm
- MyKey restricted driving mode
- 3 manually adjustable rear head restraints
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature
- Remote activated perimeter/approach lighting
- With SecuriLock immobilizer and stolen vehicle tracking system
- Manually adjustable front head restraints
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) blind spot

Dimensions

General Weights

Curb	3,298 lbs.

General Trailering

Towing capacity	2000 lbs.	GCWR	6660 lbs.

Fuel Tank type

Capacity	14.79 gal.	Capless fuel filler	Yes

Off Road

Min ground clearance	7 "

Interior cargo

Cargo volume	37.5 cu.ft.	Cargo volume seats folded	65.4 cu.ft.
Maximum cargo volume	65.4 cu.ft.	Height	34.8 "
Length	68.5 "	Length to rear seat	37.8 "
Minimum width	41.4 "	Maximum width	57.3 "

Powertrain

Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-3	Head material	Aluminum
Ignition	Spark	Injection	Port/direct injection
Liters	1.5L	Orientation	Transverse
Recommended fuel	Premium unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Ti-VCT
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.31"	Compression ratio	11.0:1
Displacement	91 cu.in.	Stroke	3.54"

Engine Power

Output	181 HP @ 6,000 RPM	Torque	190 ft.-lb @ 3,000 RPM

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

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Alternator

Amps	0

Battery

Run down protection	Yes

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	8
Type	Automatic		

Transmission Gear Ratios

1st	4.69	2nd	3.31
3rd	3.01	4th	1.92
5th	1.45	6th	1
7th	0.75	8th	0.62
Reverse Gear ratios	2.96		

Transmission Extras

Driver selectable mode	Yes	Oil cooler	Regular duty

Drive Type

Type	Front-wheel

Drive Feature

Limited slip differential	Brake actuated	Traction control	ABS and driveline

Drive Axle

Ratio	3.81

Exhaust

Material	Stainless steel	System type	Quasi-dual
Tailpipe finisher	Chrome		

Emissions

CARB	LEV3-SULEV30	EPA	Tier 3 Bin 30

fuel Economy

City	28 mpg	Highway	34 mpg
Fuel type	Gasoline	Combined	30 mpg

Acceleration

0-60 mph (s)	8.46

1/4 Mile

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Seconds 16.2
Speed 88 mph

Skid Pad

Lateral acceleration (g) 0.8

Slalom

Speed 59 mph

Green Values

Energy Impact Score (Barrels per year) 11.0
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 5.8

Driveability

Brakes

ABS 4-wheel
ABS channels 4
Type 4-wheel disc
Vented discs Front
Electric parking brake Yes

Brake Assistance

Brake assist Yes
Hill hold control Yes

Suspension Control

Ride Regular
Electronic stability control Stability control with anti-roll

Front Suspension

Independence Independent
Type Strut
Anti-roll bar Regular

Front Spring

Type Coil
Grade Regular

Front Shocks

Type Gas-pressurized

Rear Suspension

Independence Independent
Type Short and long arm
Anti-roll bar Regular

Rear Spring

Type Coil
Grade Regular

Rear Shocks

Type Gas-pressurized

Steering

Speed-sensing Yes
Activation Electric power-assist
Type Rack-pinion

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Steering Specs

# of wheels	2

Exterior

Front Wheels

Diameter	17"	Width	7.00"

Rear Wheels

Diameter	17"	Width	7.00"

Front and Rear Wheels

Material	Steel	Covers	Full wheel

Front Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Rear Tires

Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
Tread	AS	Type	P
Width	225mm		

Wheels

Front track	62.4"	Rear track	61.8"
Turning radius	19.2'	Wheelbase	106.7"

Body Features

Rear spoiler	Lip	Body material	Fully galvanized steel
Side impact beams	Yes	Active grille shutters	Yes

Body Doors

Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Cargo	Liftgate

Exterior Dimensions

Length	180.5"	Body width	74.1"
Body height	66.1"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Occupancy sensor ..... Yes
Overhead ..... Safety Canopy System curtain 1st and 2nd row
Passenger front-impact ..... Yes
Passenger side-impact ..... Seat mounted
Knee ..... Driver

Seatbelt

Rear centre 3 point ..... Yes
Height adjustable ..... Front
Pre-tensioners ..... Front
Pre-tensioners (#) 2

Security

Immobilizer ..... SecuriLock
Panic alarm ..... Yes
Restricted driving mode ..... MyKey

Seating

Passenger Capacity

Capacity 5

Front Seats

Split ..... Buckets
Type ..... Bucket

Driver Seat

Fore/aft ..... Manual
Height adjustable ..... Manual
Reclining ..... Manual
Way direction control 6

Passenger seat

Fore/aft ..... Manual
Reclining ..... Manual
Way direction control 4

Front Head Restraint

Control ..... Manual
Type ..... Adjustable

Front Armrest

Centre ..... Yes

Rear Seats

Descriptor ..... Split-bench
Facing ..... Front
Folding 60-40
Folding position ..... Fold forward seatback
Type ..... Fixed
Reclining ..... Manual
Fore/aft ..... Manual

Rear Head Restraints

Control ..... Manual
Type ..... Adjustable
Number 3

Front Seat Trim

Material ..... Cloth
Back material ..... Cloth

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Rear Seat Trim Group

Material	Cloth	Back material	Carpet

Convenience

AC And Heat Type

Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		

Audio System

Radio	AM/FM stereo	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	SYNC	Internet radio	Yes

Audio Speakers

Speaker type	Regular	Speakers	6

Audio Controls

Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes

Audio Antenna

Type	Integrated roof

LCD Monitors

1st row	2	Primary monitor size (inches)	4.2

Cruise Control

Cruise control	With steering wheel controls

Convenience Features

Driver foot rest	Yes	Retained accessory power	Yes
12V DC power outlet	3	Emergency SOS	911 Assist
Wireless phone connectivity	Bluetooth	Smart device integration	App link

Door Lock Activation

Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes	Auto locking	Yes

Door Lock Type

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks

Door Locks Extra FOB Controls

Remote engine start	Smart device only

Instrumentation Type

Appearance	Analog

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Instrumentation Gauges

Tachometer	Yes	Engine temperature	Yes

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Lighting malfunction	Yes
Door ajar	Yes	Rear cargo ajar	Yes
Service interval	Yes	Brake fluid	Yes
Low tire pressure	Tire specific		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Lane departure	Active	Blind spot	Warning
Forward collision	Mitigation	Rear collision	Warning
Pedestrian detection	Prevention		

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power

Windows Rear Side

2nd row activation	Power	3rd row activation	Fixed

Window Features

1-touch down	Driver	Tinted	Light

Front Windshield

Wiper	Variable intermittent	Speed sensitive wipers	Yes

Rear Windshield

Wiper	Fixed interval	Defroster	Yes
Window	Fixed		

Interior

Driver Visor

Mirror	Yes

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		

Trim Feature

Instrument panel insert	Metal-look/piano black	Gear shifter material	Metal-look
Door panel insert	Metal-look	Console insert	Metal-look
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Ignition switch	Yes	Variable IP lighting	Yes

Floor Console Storage

Storage	Covered	Type	Full

Overhead Console Storage

Storage	Yes	Type	Mini

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Rear yes	Yes	Rear door bins	Yes

Cargo Space Trim

Floor	Carpet	Trunk lid/rear cargo door	Plastic

Cargo Space Feature

Tie downs	Yes	Light	Yes
Concealed storage	Yes	Tire mobility kit	Yes

Legroom

Front	42.4"	Rear	40.7"

Headroom

Front	40.0"	Rear	39.3"

Hip Room

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Selected Equip & Specs (cont'd)

Front	55.2"	Rear	53.3"

Shoulder Room

Front	57.6"	Rear	56.0"

Interior Volume

Passenger volume	104.0 cu.ft.

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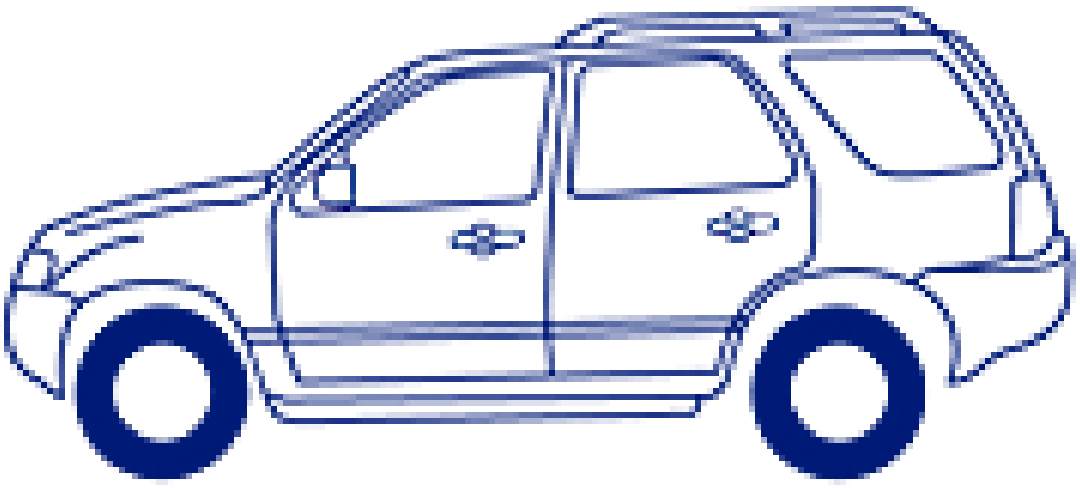
2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	N/A lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	3,298 lbs
TOTAL	**4,048 lbs**

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Vehicle Dimension and Performance Summary (cont'd)

Payload	0 lbs
Useable Payload	-750 lbs

Useable Payload (-750 lbs) exceeds Payload (0 lbs).

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

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Prepared for:
STATE OF ARIZONA
Prepared by: Sandra Gonzalez
01/19/2022

Peoria Ford Commercial Fleet | 17338 N. 92nd Ave. Peoria Arizona | 85382

2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options

Selected	Code	Description	MSRP
Packages			
☑	100A	Equipment Group 100A	N/C
		Includes: *- Engine: 1.5L EcoBoost* *Includes auto start-stop technology.* *- Transmission: 8-Speed Automatic* *- 3.81 Axle Ratio* *- GVWR: TBD* *- Tires: 225/65R17 AS BSW* *- Wheels: 17" Steel w/Sparkle Silver-Painted Covers* *- Cloth Front Bucket Seats* *Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).* *- Radio: AM/FM Stereo* *Includes 6 speakers and speed compensated volume.* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*	
Powertrain			
☑	996	Engine: 1.5L EcoBoost *Includes auto start-stop technology.*	STD
☑	448	Transmission: 8-Speed Automatic	STD
☑	STDAX	3.81 Axle Ratio	STD
☑	STDGV	GVWR: TBD	STD
Wheels & Tires			
☑	STDTR	Tires: 225/65R17 AS BSW	STD
☑	STDWL	Wheels: 17" Steel w/Sparkle Silver-Painted Covers	STD

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	64U	Wheels: 17" Shadow Silver-Painted Aluminum	$595.00
☐	51U	Mini Spare Wheel	$110.00
	Replaces tire inflator and sealant kit.		
	Includes mini spare tire, wheel nut wrench and jack.		

Seats & Seat Trim

☑	V	Cloth Front Bucket Seats	STD
	Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).		

Other Options

☑	PAINT	Monotone Paint Application	STD
☑	106WB	106" Wheelbase	STD
☑	STDRD	Radio: AM/FM Stereo	STD
	Includes 6 speakers and speed compensated volume. *Includes:* *- SYNC Communications & Entertainment System* *Includes enhanced voice recognition communication and entertainment system, 4.2" LCD screen in center stack, AppLink, 911 Assist and smart charging USB port.* *- FordPass Connect* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).*		
☐	41H	Engine Block Heater	$150.00
☐	153	Front License Plate Bracket	N/C
	Standard in states requiring two license plates and optional to all others.		
☐	47B	Easy Access Cargo Shade	$135.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	50B	Front & Rear Floor Liners w/Carpet Mats *Includes standard front and rear carpeted floor mats.*	$200.00
☐	50C	Front & Rear Floor Liners w/o Carpet Mats *Deletes standard front and rear carpeted floor mats.*	$160.00
☐	50Q	Cargo Mat	$100.00
☐	63E	Remote Start System *Long range with confirmation. Includes 2 separate key fobs.*	$495.00
☐	63C	Splash Guards	$210.00

Dealer Installed Options

☐	FHLAH	Cargo Organizer, Soft-Sided Cooler Bag *Includes adjustable carrying strap and Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$35.00
☐	BECAG	Cargo Organizer, Soft-Sided Large, Folding *Includes Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$90.00
☐	BECAF	Cargo Organizer, Soft-Sided Standard, Folding *Includes Ford logo. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$80.00
☐	J4JAE	Center Console In-Vehicle Safe by Console Vault *Includes coded lock. Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$380.00
☐	AHQAB	First Aid Kit *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$50.00

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	AHMAB	Road Side Assistance Kit *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$70.00
☐	D5EAD	Wheel-Locking Lug Nuts *Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.*	$75.00

Fleet Options

☐	942	Daytime Running Lamps (DRL) Requires valid FIN code. *Non-configurable. Replaces the standard Configurable Daytime Running Lamps (DRL).*	$45.00
☐	924	Privacy Glass Requires valid FIN code. *2nd row side and liftgate.*	$270.00
☐	60S	Reverse Parking Sensor Requires valid FIN code.	$245.00
☐	96B	Decal Option Up To 8 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96C	Decal Option Up To 12 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96D	Decal Option Up To 18 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	96E	Decal Option Up To 25 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96F	Decal Option Up To 40 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	96G	Decal Option Up To 55 Square Feet Material Requires valid FIN code. *Minimum annual order of 25 units. For order process details, go to www.fordcommercialgraphics.com.*	N/A
☐	D9U	Built: Louisville Plant	N/C
☐	31L	Ship Thru: Auto Truck	N/C
☐	31N	Ship Thru: Monroe Truck Equipment Inc.	N/C
☐	31F	Ship-Thru: National Fleet Services	$0.00
☐	31P	Ship-Thru: PalFleet Truck Equipment	N/C
☐	31K	Ship-Thru: Knapheide Truck Equipment	$0.00
☐	31M	Ship-Thru: Manning Truck Equipment	N/C
☐	31V	Ship-Thru: Adrian Steel	$0.00
☐	31J	Ship-Thru: Knapheide - IN	N/C

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2022 Escape 4dr FWD S (U0F)

Price Level: 225 | Quote ID: STATEESCAP

Available Options (cont'd)

Selected	Code	Description	MSRP
☐	31C	Ship-Thru: KC Truck Systems Inc.	$0.00
☐	31U	Ship-Thru: General Truck Body	N/C
☐	FLADCR	Fleet Advertising Credit	$0.00
☐	FINAL2	Fleet Final Order Date: TBD	N/C
☐	56M	Ford US National Fleet Incentives Ford US National - 10/04/21	$0.00
Emissions			
☑	425	50-State Emissions System	STD
General Info			
☐	ORDER1	Initial Order Date: 08/16/2021	N/C
☐	START1	Start-Up Date: 11/24/2021	N/C
☐	FINAL1	Final Order Date: TBD	N/C
☐	BUILD1	Build-Out Date: TBD	N/C

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM
Date: 01/19/2022

2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Re: Vehicle Proposal 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1Y	Base Vehicle Price (W1Y)	$38,125.00
Packages		
101A	Order Code 101A *Includes:* *- Engine: 3.5L PFDi V6 Flex-Fuel* *Includes port injection.* *- Auto Start-Stop Switch Delete* *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.* *- Transmission: 10-Spd Automatic w/OD & SelectShift* *Includes auxiliary transmission oil cooler.* *- 3.73 Axle Ratio* *- GVWR: 9,500 lbs* *- Tires: 235/65R16C 121/119 R AS BSW* *- Wheels: 16" Silver Steel w/Black Hubcap* *- Dark Palazzo Gray Vinyl Bucket Seats* *Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.* *- Vinyl Front Bucket Seats* *- Radio: AM/FM Stereo* *Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).*	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel *Includes port injection.* *Includes:* *- Auto Start-Stop Switch Delete* *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.*	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift *Includes auxiliary transmission oil cooler.*	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 9,500 lbs	Included
57A	Auto Start-Stop Switch Delete *Deletes button on dash which disables auto start-stop technology. Deletes auto stop-start technology disable button on dash, however, the feature remains permanently active.*	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
V	Vinyl Front Bucket Seats	Included
21G	Dark Palazzo Gray Vinyl Bucket Seats *Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.*	Included
Other Options		
PAINT	Monotone Paint Application	STD
130WB	130" Wheelbase	STD
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD) *The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.*	$325.00
57G	Driver Controlled Front/Rear Aux A/C & Heater *Heat is distributed from rear of front-passenger seat. A/C is distributed from the rear of van.*	$860.00
58U	Radio: AM/FM Stereo *Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).*	Included
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
Emissions		
425	50-State Emissions System	STD
Interior Color		
VK_01	Dark Palazzo Gray	N/C

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
YZ_01	Oxford White	N/C
SUBTOTAL		$39,310.00
Destination Charge		$1,695.00
TOTAL		$41,005.00

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs

Dimensions

- Exterior length: 219.9"
- Exterior width: 81.3"
- Exterior height: 83.9"
- Wheelbase: 130.0"
- Front track: 68.2"
- Rear track: 68.6"
- Turning radius: 21.5'
- Front legroom: 41.3"
- Front headroom: 40.8"
- Front hiproom: 60.7"
- Front shoulder room: 67.9"
- Cargo volume: 246.7cu.ft.

Powertrain

- 275hp 3.5L DOHC 24 valve V-6 engine with variable valve control, port/direct injection
- Recommended fuel : regular unleaded
- ULEV II
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy Cty: N/A
- Fuel Economy Highway: N/A
- Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar
- Rear rigid axle leaf spring suspension with regular shocks
- Electric power-assist rack-pinion Steering
- Front and rear 16 x 6.5 argent steel wheels
- LT235/65SR16 CBSW AS front and rear tires

Body Exterior

- 3 doors
- Sliding right rear passenger
- Driver and passenger power remote, manual folding door mirrors
- Black door mirrors
- Black bumpers
- Clearcoat paint
- Front and rear 16 x 6.5 wheels
- 1 rear tow hook(s)

Convenience

- Manual air conditioning
- * **Rear HVAC**
- * **Cruise control with steering wheel controls**
- * **Ford Co-Pilot360 - ACC with ASLD distance pacing**
- Power front windows
- Driver 1-touch down
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel
- Manual telescopic steering wheel
- FordPass Connect 4G internet access
- Emergency SOS
- Wireless phone connectivity
- 1 1st row LCD monitor
- Front cupholders
- Driver and passenger door bins

Seats and Trim

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

2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

- Seating capacity of 2
- 4-way driver seat adjustment
- Driver armrest
- Front bucket seats
- 4-way passenger seat adjustment
- Metal-look instrument panel insert

Entertainment Features

- AM/FM stereo radio
- External memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Low tire pressure warning
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Camera(s) - rear
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control
- Dual front impact airbag supplemental restraint system with passenger cancel
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- Manually adjustable front head restraints
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- SecuriLock immobilizer
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

Curb	4,985 lbs.
Payload	4,460 lbs.
GVWR	9,500 lbs.

Front Weights

Front GAWR	4,130 lbs.

Rear Weights

Rear GAWR	5,750 lbs.

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

General Trailering

Towing capacity	5300 lbs.	GCWR	10800 lbs.

Fuel Tank type

Capacity	25.1 gal.	Capless fuel filler	Yes

Off Road

Load floor height	29 "

Interior cargo

Cargo volume	246.7 cu.ft.	Height	56.9 "
Length	126.0 "	Minimum width	54.8 "
Maximum width	70.2 "		

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.5L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Yes		

Engine Spec

Bore	3.64"	Compression ratio	11.8:1
Displacement	213 cu.in.	Stroke	3.41"

Engine Power

Output	275 HP @ 6,250 RPM	Torque	260 ft.-lb @ 4,000 RPM

Alternator

Amps	250

Battery

Amp hours	70	Run down protection	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.689	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

* **Sequential shift control**	**Yes**	Oil cooler	Regular duty

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline

Drive Axle

Ratio	3.73

Exhaust

Material	Stainless steel	System type	Single

Emissions

CARB	ULEV II	EPA	Tier 2 Bin 5

fuel Economy

Fuel type	Gasoline

Fuel Economy (Alternate 1)

Fuel type	E85

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front
Electric parking brake	Yes		

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Strut
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Type ..... Regular

Rear Suspension

Independence ..... Rigid axle
Type ..... Leaf

Rear Spring

Type ..... Leaf
Grade ..... Regular

Rear Shocks

Type ..... HD

Steering

Activation ..... Electric power-assist
Type ..... Rack-pinion

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter ..... 16"
Width ..... 6.50"

Rear Wheels

Diameter ..... 16"
Width ..... 6.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Argent
Material ..... Steel
Covers ..... Hub

Front Tires

Aspect 65
Diameter ..... 16"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AS
Type ..... LT
Width 235mm
LT load rating C
RPM 720

Rear Tires

Aspect 65
Diameter ..... 16"
Sidewalls ..... BSW
Speed ..... S
Tread ..... AS
Type ..... LT
Width 235mm
LT load rating C
RPM 720

Spare Tire

Mount ..... Underbody w/crankdown
Type ..... Full-size

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Wheels

Front track	68.2"	Rear track	68.6"
Turning radius	21.5'	Wheelbase	130.0"

Body Features

Front license plate bracket	Yes	Body material	Fully galvanized steel
Side impact beams	Yes	Rear tow hook(s)	1

Body Doors

Door count	3	Right rear passenger	Sliding
Cargo	Split swing-out		

Exterior Dimensions

Length	219.9"	Body width	81.3"
Body height	83.9"	Front bumper to Front axle	40.3"
Side door opening height	49.6"	Side door opening width	51.2"
Rear door opening height	49.5"	Rear door opening width	61.7"
Rear door opening degree	180.0		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Cancellable	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	Panic alarm	Yes

Seating

Passenger Capacity

Capacity	2

Front Seats

Split	Buckets	Type	Bucket

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Fore/aft ..... Manual
Way direction control 4
Reclining ..... Manual

Front Head Restraint

Control ..... Manual
Type ..... Adjustable

Front Armrest

Driver ..... Yes

Front Seat Trim

Material ..... Vinyl
Back material ..... Vinyl

Convenience

AC And Heat Type

Air conditioning ..... Manual
* **Underseat ducts** ..... **Yes**
* **Rear HVAC** ..... **Yes**

Audio System

Auxiliary audio input ..... Yes
Radio grade ..... Regular
External memory control ..... External memory control
Radio ..... AM/FM stereo
Seek-scan ..... Yes

Audio Speakers

Speaker type ..... Regular
Speakers 4

Audio Controls

Steering wheel controls ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Fixed

LCD Monitors

1st row 1
Primary monitor size (inches) 4

Cruise Control

* **Cruise control** ..... **With steering wheel controls**
* **Distance pacing** ..... **Ford Co-Pilot360 - ACC with ASLD**

Convenience Features

Driver foot rest ..... Yes
Emergency SOS ..... Integrated
12V DC power outlet 2
Wireless phone connectivity ..... Bluetooth

Door Lock Activation

Type ..... Power with 2 stage unlock
Integrated key/remote ..... Yes
Remote ..... Keyfob (all doors)
Auto locking ..... Yes

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Door Lock Type

Tailgate/rear door lock: Included with power door locks

Instrumentation Type

Appearance: Analog

Instrumentation Gauges

Tachometer: Yes
Engine temperature: Yes

Instrumentation Warnings

Oil pressure: Yes
Battery: Yes
Key: Yes
Door ajar: Yes
Service interval: Yes
Low tire pressure: Yes
Engine temperature: Yes
Lights on: Yes
Low fuel: Yes
Rear cargo ajar: Yes
Brake fluid: Yes

Instrumentation Displays

Clock: In-radio display
Camera(s) - rear: Yes
Systems monitor: Yes

Instrumentation Feature

Trip odometer: Yes
Forward collision: Mitigation
Lane departure: Warning

Steering Wheel Type

Material: Urethane
Telescoping: Manual
Tilting: Manual

Front Side Windows

Window 1st row activation: Power

Window Features

1-touch down: Driver
Laminated glass: Yes
Tinted: Light

Front Windshield

Wiper: Variable intermittent

Interior

Headliner

Coverage: Front
Material: Cloth

Floor Trim

Coverage: Front
Covering: Vinyl/rubber

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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Selected Equip & Specs (cont'd)

Trim Feature

Instrument panel insert	Metal-look
Gear shifter material	Urethane

Lighting

Dome light type	Fade
Front reading	Yes
Illuminated entry	Yes
Variable IP lighting	Yes

Floor Console Storage

Storage	Yes
Type	Partial

Storage

Driver door bin	Yes
Front Beverage holder(s)	Yes
Glove box	Locking
Passenger door bin	Yes
Instrument panel	Bin

Cargo Space Feature

Light	Yes

Legroom

Front	41.3"

Headroom

Front	40.8"

Hip Room

Front	60.7"

Shoulder Room

Front	67.9"

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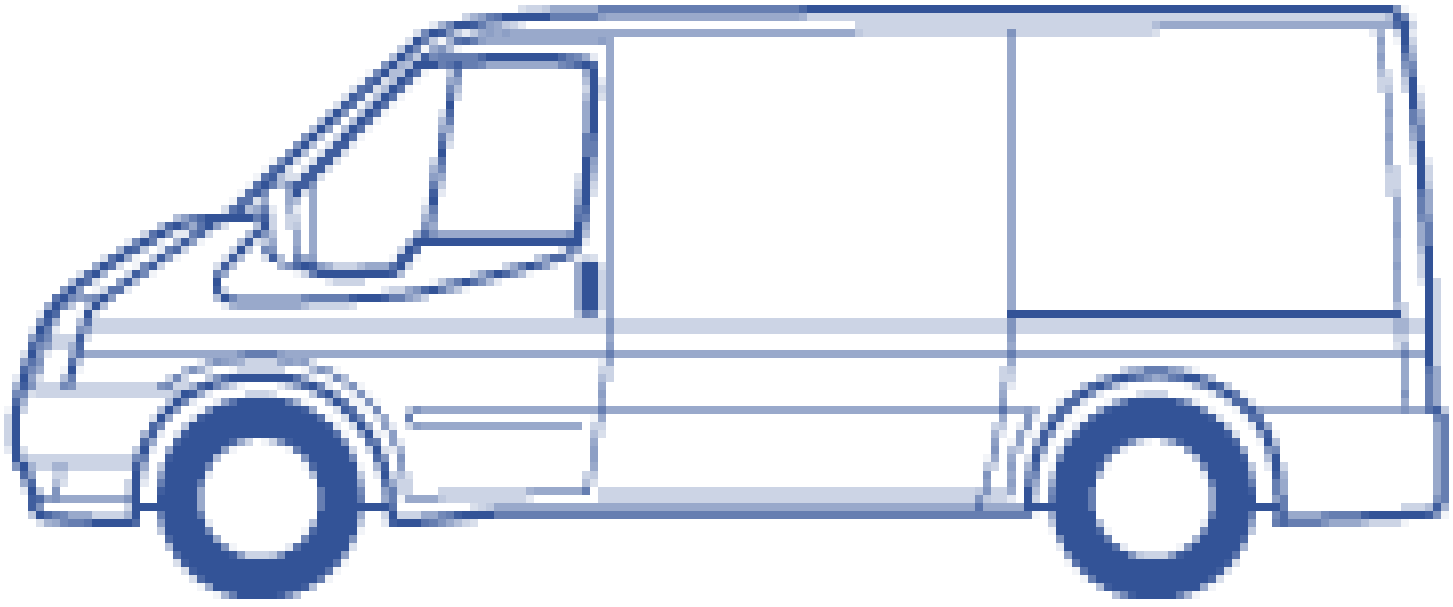
2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



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2022 Transit-350 Cargo RWD Low Roof Van 130" WB Base (W1Y)

Price Level: 220

Vehicle Dimension and Performance Summary (cont'd)

Light Duty

GVWR	9,500 lbs

GVW Totals

1 Payload - (Added Equipment)	0 lbs
Occupants Weight	300 lbs
Curb Weight (as configured)	4,985 lbs
TOTAL	**5,285 lbs**
Payload	4,460 lbs
Useable Payload	4,160 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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Prepared for: , STATE OF ARIZONAAZ

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225

Client Proposal

Prepared by:
Sandra Gonzalez
Office: 480-696-5930
Email: SGONZALEZ@PEORIAFORD.COM
Quote ID: F150STATE
Date: 01/19/2022

2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

, STATE OF ARIZONAAZ

Re: Quote ID F150STATE 01/19/2022

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Best Regards,

Sandra Gonzalez
GOVERNMENT AND FLEET SALES MANAGER
480-696-5930
SGONZALEZ@PEORIAFORD.COM

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F1C	Base Vehicle Price (F1C)	$29,990.00
Packages		
100A	Equipment Group 100A Standard *Includes:* *- Engine: 3.3L V6 PFDI* *Includes auto start-stop technology and flex-fuel capability.* *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.* *- 3.55 Axle Ratio* *- GVWR: 6,010 lbs Payload Package* *- Tires: 245/70R17 BSW A/S* *- Wheels: 17" Silver Steel* *- Cloth 40/20/40 Front Seat* *Includes 2-way manual driver/passenger adjustment and armrest.* *- Radio: AM/FM Stereo w/4 Speakers* *Includes auxiliary audio input jack.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	N/C
Powertrain		
99B	Engine: 3.3L V6 PFDI *Includes auto start-stop technology and flex-fuel capability.*	Included
44G	Transmission: Electronic 10-Speed Automatic *Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.*	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,010 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
C	Cloth 40/20/40 Front Seat *Includes 2-way manual driver/passenger adjustment and armrest.*	Included
Other Options		
122WB	122" Wheelbase	STD

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers *Includes auxiliary audio input jack.* *Includes:* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.*	Included
85A	XL Power Equipment Group *Includes:* *- Power Glass Sideview Mirrors w/Black Skull Caps* *Includes heat and manual-folding.* *- Illuminated Entry* *- MyKey* *- Perimeter Alarm* *- Power Door Locks* *Includes flip key and integrated key transmitter keyless-entry (includes Autolock).* *- Power Tailgate Lock* *- Power Front Windows*	$970.00

Fleet Options

50S	Cruise Control Requires valid FIN code.	$225.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C

Interior Color

CS_01	Black	N/C

Exterior Color

YZ_01	Oxford White	N/C

SUBTOTAL	$31,185.00
Destination Charge	$1,695.00
TOTAL	$32,880.00

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs

Dimensions

- Exterior length: 209.1"
- Exterior width: 79.9"
- Exterior height: 75.6"
- Wheelbase: 122.0"
- Turning radius: 20.6'
- Min ground clearance: 8.7"
- Front legroom: 43.9"
- Front headroom: 40.8"
- Front hiproom: 62.5"
- Front shoulder room: 66.7"
- Passenger volume: 64.7cu.ft.
- Approach angle: 24.8 deg
- Departure angle: 24.6 deg
- Maximum cargo volume: 8.8cu.ft.
- Box length: 78.0"

Powertrain

- 290hp 3.3L DOHC 24 valve V-6 engine with Ti-VCT variable valve control, port/direct injection
- Auto stop-start feature
- Driver selectable mode
- Recommended fuel : regular unleaded
- LEV3-ULEV70
- 10 speed automatic transmission with overdrive
- Rear-wheel drive
- Fuel Economy City: 19 mpg
- Fuel Economy Highway: 24 mpg
- Capless fuel filler

Suspension/Handling

- Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- Front and rear 17 x 7.5 silver steel wheels
- P245/70SR17 BSW AS front and rear tires

Body Exterior

- 2 doors
- * **Driver and passenger power remote heated, manual folding door mirrors**
- Black door mirrors
- Black bumpers
- Bed-rail protectors
- Easy lift tailgate
- Trailer harness
- Box style: regular
- Clearcoat paint
- Front and rear 17 x 7.5 wheels

Convenience

- Manual air conditioning
- * **Cruise control with steering wheel controls**
- * **Power front windows**
- * **Driver and passenger 1-touch up**
- * **Driver and passenger 1-touch down**
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual tilt steering wheel
- Manual telescopic steering wheel
- Day-night rearview mirror
- FordPass Connect 4G internet access
- SYNC 4 911 Assist emergency SOS
- Wireless phone connectivity
- 2 1st row LCD monitors
- Front cupholders

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

- Passenger visor mirror
- Driver and passenger door bins
- Full overhead console

Seats and Trim

- Seating capacity of 3
- 4-way driver seat adjustment
- Centre front armrest
- Front 40-20-40 split-bench seat
- 4-way passenger seat adjustment
- Cloth seat upholstery

Entertainment Features

- AM/FM stereo radio with radio data system
- SYNC 4 external memory control
- 4 speakers
- Fixed antenna
- Auxiliary audio input
- Steering wheel mounted radio controls
- Streaming audio

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Auto on/off headlights
- Light tinted windows
- Tachometer
- Oil pressure gauge
- Outside temperature display
- Low tire pressure warning
- Lane departure
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Voltmeter
- Compass
- Camera(s) - rear
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- Electric parking brake
- AdvanceTrac with Curve Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * **Remote activated perimeter/approach lighting**
- * **Security system with SecuriLock immobilizer**
- Manually adjustable front head restraints
- Brake assist with hill hold control
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- * **Power remote door locks with 2 stage unlock and panic alarm**
- * **MyKey restricted driving mode**
- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

* **Curb**	**4,027 lbs.**	GVWR	6,010 lbs.
Payload	1,985 lbs.		

Front Weights

Front GAWR	2,850 lbs.	* **Front curb weight**	**2,358 lbs.**
Front axle capacity	3,750 lbs.	Front spring rating	2,850 lbs.
Front tire/wheel capacity	4,050 lbs.		

Rear Weights

Rear GAWR	3,500 lbs.	* **Rear curb weight**	**1,669 lbs.**
Rear axle capacity	4,800 lbs.	Rear spring rating	3,500 lbs.
Rear tire/wheel capacity	4,498 lbs.		

Trailering Type

Harness	Yes	Trailer sway control	Yes

General Trailering

5th-wheel towing capacity	5000 lbs.	Gooseneck towing capacity	5000 lbs.
Towing capacity	5000 lbs.	GCWR	9400 lbs.

Fuel Tank type

Capacity	23.01 gal.	Capless fuel filler	Yes

Off Road

Approach angle	25 deg	Departure angle	25 deg
Ramp breakover angle	22 deg	Min ground clearance	9 "
Load floor height	34 "		

Exterior cargo

Length	78.0 "	Minimum width	51.1 "
Volume	62.3 cu.ft.	Pickup box depth	21.4 "
Maximum width	65.2 "	Tailgate width	60.3 "

Interior cargo

Maximum cargo volume	8.8 cu.ft.

Powertrain

Engine Type

Block material	Aluminum	Cylinders	V-6
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	3.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Engine Spec

Bore	3.56"	Compression ratio	12.0:1
Displacement	204 cu.in.	Stroke	3.41"

Engine Power

Output	290 HP @ 6,500 RPM	Torque	265 ft.-lb @ 4,000 RPM

Alternator

Amps	200

Battery

Amp hours	70	Cold cranking amps	610
Run down protection	Yes		

Engine Extras

Auto stop-start feature	Yes	Driver selectable mode	Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	* **Sequential shift control**	**Yes**

Drive Type

Type	Rear-wheel

Drive Feature

Traction control	ABS and driveline

Drive Axle

Ratio	3.55

Exhaust

Material	Stainless steel	System type	Single

Emissions

CARB	LEV3-ULEV70	EPA	Tier 3 Bin 70

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

fuel Economy

City	19 mpg	Highway	24 mpg
Fuel type	Gasoline	Combined	21 mpg

Fuel Economy (Alternate 1)

City	14 mpg	Highway	18 mpg
Fuel type	E85	Combined	16 mpg

Green Values

Energy Impact Score (Barrels per year)	15.7	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	8.4
* **Energy Impact Score (Barrels per year)**	**4.7**		

Driveability

Brakes

ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
Electric parking brake	Yes		

Brake Assistance

Brake assist	Yes	Hill hold control	Yes

Suspension Control

Ride	Regular	Electronic stability control	Stability control with anti-roll

Front Suspension

Independence	Independent	Type	Double wishbone
Anti-roll bar	Regular		

Front Spring

Type	Coil	Grade	Regular

Front Shocks

Type	Gas-pressurized

Rear Suspension

Independence	Rigid axle	Type	Leaf

Rear Spring

Type	Leaf	Grade	Regular

Rear Shocks

Type	Gas-pressurized

Steering

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Activation ..... Electric power-assist
Type ..... Rack-pinion

Steering Specs

# of wheels 2

Exterior

Front Wheels

Diameter ..... 17"
Width ..... 7.50"

Rear Wheels

Diameter ..... 17"
Width ..... 7.50"

Spare Wheels

Wheel material ..... Steel

Front and Rear Wheels

Appearance ..... Silver
Covers ..... Hub
Material ..... Steel

Front Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Rear Tires

Aspect 70
Sidewalls ..... BSW
Tread ..... AS
Width 245mm
Diameter ..... 17"
Speed ..... S
Type ..... P

Spare Tire

Mount ..... Underbody w/crankdown
Type ..... Full-size

Wheels

Turning radius ..... 20.6'
Wheelbase ..... 122.0"

Body Features

Body material ..... Aluminum
Active grille shutters ..... Yes
Side impact beams ..... Yes

Body Doors

Door count 2
Cargo ..... Tailgate

Pickup

Box style ..... Regular
Easy lift tailgate ..... Yes
Bed-rail protectors ..... Yes

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Exterior Dimensions

Length	209.1"	Body width	79.9"
Body height	75.6"	Frame section modulus	4.7cu.in.
Frame yield strength (psi)	34800.0	Front bumper to Front axle	37.8"

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead	Safety Canopy System curtain 1st row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	* **Panic alarm**	**Yes**
* **Restricted driving mode**	**MyKey**		

Seating

Passenger Capacity

Capacity	3

Front Seats

Split	40-20-40	Type	Split-bench

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

Front Head Restraint

Control	Manual	Type	Adjustable

Front Armrest

Centre	Yes

Front Seat Trim

Material	Cloth	Back material	Carpet

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Convenience

AC And Heat Type

Air conditioning ..... Manual

Audio System

Auxiliary audio input ..... Yes
Radio ..... AM/FM stereo
Radio data system ..... Yes
Radio grade ..... Regular
Seek-scan ..... Yes
External memory control ..... SYNC 4

Audio Speakers

Speaker type ..... Regular
Speakers 4

Audio Controls

Speed sensitive volume ..... Yes
Steering wheel controls ..... Yes
Voice activation ..... Yes
Streaming audio ..... Bluetooth yes

Audio Antenna

Type ..... Fixed

LCD Monitors

1st row 2
Primary monitor size (inches) 8

Cruise Control

* **Cruise control** ..... **With steering wheel controls**

Convenience Features

* **Retained accessory power** ..... **Yes**
Emergency SOS ..... SYNC 4 911 Assist
Wireless phone connectivity ..... SYNC 4
Smart device integration ..... Mirroring

Door Lock Activation

* **Type** ..... **Power with 2 stage unlock**
* **Remote** ..... **Keyfob (all doors)**
* **Integrated key/remote** ..... **Yes**
* **Auto locking** ..... **Yes**

Door Lock Type

* **Tailgate/rear door lock** ..... **Included with power door locks**

Door Locks Extra FOB Controls

Remote engine start ..... Smart device only

Instrumentation Type

Appearance ..... Analog

Instrumentation Gauges

Tachometer ..... Yes
Oil pressure ..... Yes

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Engine temperature	Yes	Voltmeter	Yes
Transmission fluid temp	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Camera(s) - rear	Yes

Instrumentation Feature

Trip odometer	Yes	Lane departure	Active
Forward collision	Mitigation	Pedestrian detection	Prevention

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

* **Window 1st row activation**	**Power**

Window Features

* **1-touch down**	**Driver and passenger**	* **1-touch up**	**Driver and passenger**
Tinted	Light		

Front Windshield

Wiper	Variable intermittent

Rear Windshield

Window	Fixed

Interior

Passenger Visor

Mirror	Yes

Rear View Mirror

Day-night	Yes

Headliner

Coverage	Full	Material	Cloth

Floor Trim

Coverage	Full	Covering	Vinyl/rubber

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Selected Equip & Specs (cont'd)

Trim Feature

Gear shifter material	Urethane	Cabback insulator	Yes
Interior accents	Metal-look		

Lighting

Dome light type	Fade	Front reading	Yes
* **Illuminated entry**	**Yes**	Variable IP lighting	Yes

Overhead Console Storage

Storage	Yes	Type	Full

Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Instrument panel	Bin	Dashboard	Yes

Legroom

Front	43.9"

Headroom

Front	40.8"

Hip Room

Front	62.5"

Shoulder Room

Front	66.7"

Interior Volume

Passenger volume	64.7 cu.ft.

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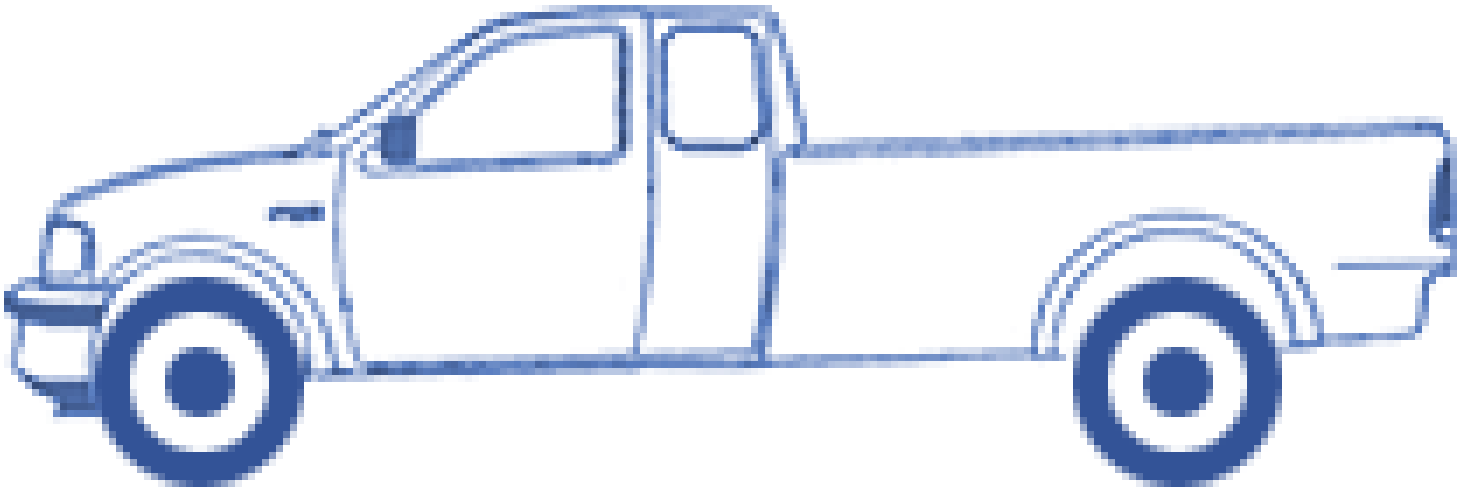
2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR	6,010 lbs

GVW	Totals
1 Payload - (Added Equipment)	0 lbs
Occupants Weight	450 lbs
Curb Weight (as configured)	4,027 lbs
TOTAL	**4,477 lbs**

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,985 lbs
Useable Payload	1,535 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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2022 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 225 | Quote ID: F150STATE

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months

Powertrain

Distance	60,000 miles	Months	60 months

Corrosion Perforation

Distance	Unlimited miles	Months	60 months

Roadside Assistance

Distance	60,000 miles	Months	60 months

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The 2022 Ford Expedition is one of the most spacious family SUVs, with enough cargo capacity to carry all your stuff. The standard-wheelbase version offers 20.9 cubic feet of cargo space behind the third row and 63.6 cubic feet behind the second. With both rows folded, the cargo capacity increases up to 104.6 cubic feet.

2022 Ford Explorer Interior Review

The 2022 Ford Explorer has a decent amount of cargo space and a fine standard infotainment system, but its second and third rows could use more passenger room, and the upgraded infotainment system isn't much of an upgrade. Also, cabin materials and design aren't as nice as in many class rivals.

Scorecard	
Interior	6.6

Cargo

You'll find 18.2 cubic feet of cargo space behind the third-row seats. Folding down the third row opens a total of 47.9 cubic feet. Fold down the second and third row, and you'll get a total of 87.8 cubic feet of space. Those are above average totals for a midsize SUV. A power liftgate is standard, and a hands-free liftgate is available.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-51 and Ordinance No. 2022-27: A Resolution of the City Council of the City of Flagstaff, Coconino County, Arizona, declaring as a public record that certain document filed with the City Clerk entitled "PZ-19-00248 Updates to Zoning Code - Outdoor Lighting Standards" and an Ordinance of the City Council of the City of Flagstaff Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, to modify the existing Outdoor Lighting Standards.

STAFF RECOMMENDED ACTION:

1) Adopt Resolution No. 2022-51
2) Read Ordinance No. 2022-27
3) City Clerk reads Ordinance No. 2022-27 by title only (if approved above)
4) Adopt Ordinance No. 2022-27

Executive Summary:

The purpose of Division 10-50.70: Outdoor Lighting Standards is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, minimize light pollution and light trespass across property lines, maintain an environment that the City's astronomical industry depends upon, reduce energy consumptions, minimize the potential disruption to nocturnal ecosystems, and to allow safe and efficient outdoor lighting. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe outdoor lighting practices.

In 2019, a Joint Land Use Study (JLUS) was completed for Coconino County. The JLUS is a cooperative land use planning effort between local governments and military installations. Its goal is to ensure the lasting compatibility of military installations and their nearby communities. There are two U.S. Naval Observatory Sites in the Flagstaff region which rely on dark sky conditions to conduct their missions. The JLUS contains specific implementation strategies for the City of Flagstaff. These strategies focus on updating the Zoning Code to remove Lighting Zone 3 as well as modernize measurement of absolute lumens to account for the increasing use of Light Emitting Diode (LED) lighting. A working group was formed in late 2019 to begin working on revisions to the Outdoor Lighting Standards as suggested by the JLUS.

Financial Impact:

There are no anticipated financial impact affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Implement innovative local government programs, new ideas, & best practices; be recognized as a model for others to follow.

Achieve a well-maintained community through comprehensive & equitable code compliance & development that is compatible with community values.

Carbon Neutrality Plan

Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria heading, Finding #1 of this report.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The proposed amendment (Attachment 1) includes multiple changes to the Zoning Code. New provisions are being added, and several existing regulations are being deleted or modified. The most significant of the modifications include:

- Removing Lighting Zone 3;
- Modifying standards to accommodate LED light sources;
- Adjusting allowed lumens to accommodate LED light sources;
- Modifying the definition for Narrow Spectrum Amber LED (NSLED).

The proposed amendment includes:

Purpose (Section 10-50.70.010):

- The purpose has been updated and shortened to focus on the primary intent of the standards.

Compliance with the Zoning Code and Permit Requirements (Section 10-50.70.020):

- This section has been completely revised to provide detailed language about permitting requirements.

Applicability (10-50.70.030):

- The requirements in this section have been streamlined and reorganized with minimal substantive change

Establishment of Lighting Zones (10-50.70.040):

- The primary change is converting three lighting zones to two lighting zones as well as providing written descriptions of the lighting zones instead of relying solely on the Lighting Zone map.

General Requirements – All Lighting Zones (10-50.70.050)

- The requirements in this section have been streamlined and reorganized with minimal substantive changes.
- The Maximum Total Outdoor Light Output Standards has been replaced and updated to include the absolute lumens for LEDs. The previous table included a footnote with a multiplier to be used for LEDs. That footnote is removed, and the total lumens are adjusted based on that multiplier since most lights used today are LED.
- The Shielding Standards table is replaced to reflect current table design in the rest of the code and to remove Lighting Zone 3.
- The remainder of modifications fall under the first bullet.

Special Uses (10-50.70.060)

- Added new provisions for building lights located under canopies, building overhangs, and roof eaves. Includes stricter provisions for non-building mounted lights in Lighting Zone 1.

Exceptions (10-50-70.080)

- Made minor changes to the airport lighting section. Specifically, that this provision does not apply to private helipads or landing strips.
- Clarified holiday lighting.

Residential Exemptions (10-20.60.040)

- This section clarifies that when a legal nonconforming residence is rebuilt it must still comply with these standards.

Definitions "F" (10-80.20.060):

- Correction made to existing definition.

Definitions "L" (10-80.20.120):

- Revises the definition of Narrow Spectrum Amber LED (NSLED) to have a peak wavelength between 589 and 595 nanometers.

Definitions "O" (10-80.20.150):

- Replaces the definition of Total Outdoor Light Output

Key Considerations:

An application for a Zoning Text Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. <u>Finding #1:</u> The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

The Regional Plan analysis supports the proposed Zoning Code Text Amendment as part of the required findings. The Regional Plan has 97 goals and over 508 policies, which sometimes conflict or are given different weight in decision-making. The applicable policies are analyzed by chapter below.Conflicting goals and policies are found in Chapter VII – Energy, which supports energy efficiency. NSLEDs are less

energy efficient than full spectrum LEDs.

Chapter IV - Environmental Planning & Conservation

- Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.
- Policy E&C.5.1 Evaluate the impacts of the retention of dark skies regarding lighting infrastructure and regulatory changes, land use decisions or changes, and proposed transportation developments within the region.

Chapter VII - Energy

- Goal E.1. Increase energy efficiency.
- Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Chapter XIV - Economic Development

- Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

Chapter VIII – Community Character

- Goal CC.1. Reflect and respect the regions' natural setting and dramatic views in the built environment.
- Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows and conserve stands of ponderosa pine.

Chapter XIV - Economic Development

- Policy ED.7.1. Support planning, design, and development that positively, creatively, and flexibly contribute to the community image.

There is a very specific portion of the Regional Plan that supports the preservation of dark skies in Flagstaff. Dark skies have been a priority for Flagstaff for over three decades with the adoption of the first Outdoor Lighting Standards in the 1990s. This code amendment reflects recent planning efforts to preserve astronomical facilities in the Flagstaff region. While the preferred light source (NSLEDs) is less energy efficient than the full spectrum LEDs, the environment, social, and economic benefits are so great that in this instance they are supported over the very important goal of energy efficiency.

B. <u>Finding #2:</u> The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

C. <u>Finding #3:</u>The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.
The proposed amendment revises the entire Outdoor Lighting Standards Division of the Zoning Code. In addition, definitions, associated maps, signage, and legal nonconforming standards have been updated to coordinate with the rewrite of this division.

Community Involvement:

Staff completed the following efforts to reach out for public input on the proposed amendment prior to scheduling work sessions or public hearings:

- Direct contact with known electrical and lighting contractors was made via email to solicit feedback on the proposed amendment.
- Notice about the proposed amendment was added to all water bills during the month of July.
- Staff had an article about the proposed amendment published in the Flagstaff Business News, July 2022 edition.
- A direct mailing to all commercial property owners in Lighting Zone 3 (approximately 600 owners) with notice of the proposed amendment and invitation to an Open House to discuss the amendment.
- Staff held an Open House meeting on August 4, 2022, at 5:30 p.m. at the Flagstaff Public Library (Downtown) to discuss the amendment. One member of the public attended the open house.

As of the preparation of this report, staff has not received any comments from the public.

Attachments: Application
Res. 2022-51
Exhibit A
Ord. 2022-27
Public Participation Plan
Presentation

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov

P: (928) 213-2618
F: (928) 213-2609

Date Received	Application for Zoning Code Text Amendment	File Number
8/31/22		PZ-19-00248

Applicant(s)/Property Owner(s)	Title	Phone	Email
City of Flagstaff Planning Director – Michelle McNulty		928-213-2607	Michelle.McNulty@Flagstaffa.gov
Mailing Address			**City, State, Zip**
211 West Aspen Avenue			Flagstaff, AZ 86004
Representative (If applicable)	**Title**	**Phone**	**Email**
Tiffany Antol	Zoning Code Manager	928-213-2605	tantol@flagstaffaz.gov
Mailing Address			**City, State, Zip**
Same as above			

Property Address N/A	City, State, Zip

Application Name: Outdoor Lighting
Zoning Code Text Amendment
Chapter Name and Number: Chapter 10.50 Supplemental to Zones
Division Name and Number: Chapter 10-50.70 Outdoor Lighting Standards
Section Name and Number:
Chapter Name and Number:
Division Name and Number:
Section Name and Number:
Chapter Name and Number:
Division Name and Number:
Section Name and Number:

Additional Information:

Owner's Signature (required)	Date:	Representative Signature (If applicable)	Date:
Michelle McNulty	8/31/22	Tiffany Antol	8-31-22

For City Use		
Date Filed:	**File Number(s):**	**Fee Receipt Number:**
P & Z Hearing Date:	**Publication and Posting Date:**	**Amount:**
Council Hearing Date:	**Publication and Posting Date:**	**Date:**
Received by:	**Comments:**	

RESOLUTION NO. 2022-51

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "PZ-19-00248 OUTDOOR LIGHTING STANDARDS"

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provisions of the City Code by reference to a public record, provided that the adopting ordinance is published in full; and

WHEREAS, the City of Flagstaff wishes to incorporate by reference amendments to the Flagstaff Zoning Code, Ordinance No. 2022-27, by first declaring said amendments to be a public record.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That certain document known as *"PZ-19-00248 Outdoor Lighting Standards"* attached hereto as Exhibit A is hereby declared to be a public record, and one (1) paper copy and one (1) electronic copy maintained in compliance with A.R.S. § 44-7041 shall remain on file with the City Clerk and kept available for public use and inspection.

SECTION 2. Effective Date.

This resolution shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Exhibits:
A. PZ-19-00248 Outdoor Lighting Standards

Case No. PZ-19-00248 Updates to Zoning Code - Outdoor Lighting Standards
Amendment for Adoption Flagstaff Zoning Code

Provisions that are being deleted in bold blue strikethrough text.
Provisions that are being added are shown in bold blue text.

Division 10-50.70:

Outdoor Lighting Standards

Sections:

10-50.70.010 Purpose

10-50.70.020 ~~**Conformance with Applicable Codes**~~ **Compliance with the Zoning Code and Permit Requirements**

10-50.70.030 Applicability

10-50.70.040 Establishment of Lighting Zones

10-50.70.050 General Requirements – All Lighting Zones

10-50.70.060 Special Uses

10-50.70.070 Prohibited Outdoor Lighting

10-50.70.080 Exceptions

10-50.70.090 Nonconforming Outdoor Lighting

10-50.70.100 Violations and Enforcement

10-50.70.010 Purpose

~~A. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering work in the development and implementation of lighting codes that balance the need to preserve Flagstaff's dark sky resource with the need for safe lighting practices. The purpose of this division is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, and to provide safe and efficient outdoor lighting regulations that protect Flagstaff's dark skies from careless and wasteful lighting practices. Dark starry nights, like natural landscapes, forests, clean water, wildlife, and clear unpolluted air, are valued in many ways by the residents of this community, and they provide the natural resource upon which our world-renowned astronomical industry depends.~~

~~B. The use of outdoor lighting is often necessary for adequate nighttime safety and utility, but common lighting practices can also interfere with other legitimate public concerns. Principal among these concerns is:~~

~~1. The degradation of the nighttime visual environment by production of unsightly and dangerous glare;~~

~~2. Lighting practices that produce excessive glare and brightness that interfere with the health and safety of Flagstaff's citizens and visitors;~~

~~3. Unnecessary waste of energy and resources in the production of too much light or wasted light;~~

~~4. Interference in the use or enjoyment of property that is not intended to be illuminated at night by light trespass, and the loss of the scenic view of the night sky due to increased urban sky glow; and~~

~~5. The impact of inappropriately designed outdoor lighting that disrupts nocturnal animal behavior, particularly migrating birds and other species.~~

~~C. The concerns of safety, utility, dark sky protection and aesthetic appearance need not compete. Good modern lighting practices can provide adequate light for safety and utility without excessive glare or light pollution. Careful attention to when, where and how much night time lighting is needed results in better lighting practices, darker skies and reduced energy use and costs.~~

~~D. It is therefore the intent of this division to encourage lighting practices and systems that will:~~

~~1. Minimize light pollution, glare, light trespass;~~

~~2. Conserve energy and resources while maintaining night time safety, utility, security, and productivity; and~~

~~3. Curtail the degradation of the night time visual environment.~~

~~E. It is recognized that since topographic and atmospheric conditions surrounding the City are uniquely suited for astronomical observation and since observatories have been established in the City's vicinity, the City promotes the reduction of light pollution which interferes with the successful operation of these observatories.~~

~~F. The sensitivity of different areas to the different obtrusive impacts of outdoor lighting use depends on many factors, including the dominant use of the area (e.g., residential, industrial, or commercial). Further, the effect of outdoor lighting on light pollution to the observatories is strongly dependent on the distance of those lights from the observatories. Therefore, three lighting zones are established, with varying standards designed to address the principal issues associated with the different areas.~~

A. The City was recognized as the world's first International Dark Sky City on October 24, 2001, for its pioneering development and implementation of lighting codes that balance the need to preserve

Flagstaff's dark sky resource with the need for safe outdoor lighting practices. This division is to help assure that dark skies remain a resource to be enjoyed by the Flagstaff community and its visitors, minimize light pollution and light trespass across property lines, maintain an environment that the City's astronomical industry depends upon, reduce energy consumptions, minimize the potential disruption to nocturnal ecosystems, and to allow safe and efficient outdoor lighting.

~~**10-50.70.20 Conformance with Applicable Codes**~~

~~All outdoor lighting fixtures shall be installed in conformance with the provisions of this division and the applicable building codes currently in effect in the City under appropriate permit and inspection.~~

10.50.70.020 Compliance with the Zoning Code and Permit Requirements

A. An Outdoor Lighting Permit shall be obtained prior to the installation, modification, or replacement of any Outdoor Light Fixture subject to Section 10-20.40.100.

1. Any modification of an existing Outdoor Light Fixture shall comply with this division.

2. All outdoor lighting shall be installed in compliance with the provisions of this Division 10-50.70; Title 4, Building Regulations; and Title 5, Fire Code of the City Code.

10-50.70.030 Applicability

~~A. **Existing Buildings and Uses.** Any new outdoor lighting installed on a building or parcel shall meet the requirements of this division with regard to shielding and lamp type. The total outdoor light output after the new outdoor lights are installed shall not exceed that legally nonconforming or pre-approved on the site before the modification, or as permitted by this division, whichever is larger.~~

A. New Development and Parking Areas. The provisions of this division shall apply to any new development of a vacant lot or parcel and any installation of outdoor lighting to support that development, including parking areas and areas within an unenclosed parking garage.

~~B. **New Uses, Buildings and Major Additions or Modifications.**~~

~~1. The requirements of this division apply to any and all new and major additions to land uses, developments, buildings or structures.~~

~~2. If a major addition occurs on a property, the entire property shall comply with the requirements of this code. For purposes of this section, the following are considered to be major additions:~~

~~a. Additions of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions subsequent to the effective date of this provision; or~~

~~b. Single or cumulative modification or replacement of outdoor legally installed lighting fixtures constituting 25 percent or more of the lumens that would be permitted under this division for the property, no matter the actual amount of lighting already on a nonconforming site, constitutes a major addition for purposes of this section.~~

B. Major Additions, Modifications, Replacements, and Change of Use. The provisions of this division shall apply to all major additions, modifications, replacements, or change of use. The entire property shall comply with the requirements of this division when any of the following occur:

1. "Major" shall be defined as an increase of 25 percent or more in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces, either with a single addition or with cumulative additions after the effective date of this provision; or

2. Single or cumulative modifications or replacements of legally installed Outdoor Light Fixtures after August 5, 1999, constituting 25 percent or more of the Lumens that would be permitted under this division for the property, regardless of the Total Outdoor Light Output currently existing on a site.

~~C. **Minor Additions or Modifications.** Additions or modifications of less than 25 percent in terms of additional dwelling units, gross floor area, seating capacity, or parking spaces to existing uses shall require the submission of a complete inventory and site plan detailing all existing and any proposed new or modified outdoor lighting. Any new or modified outdoor lighting on the site shall meet the requirements of this division with regard to shielding and lamp type; the total amount of lighting after the modifications are complete shall not exceed that on the site before the modification, or that permitted by this division, whichever is larger.~~

C. Minor Additions, Modifications, Replacements, and Change of Use. The provisions of this division shall not apply to minor (less than 25% as referenced above) additions, modifications, replacements, or change of use after August 5, 1999, except for the following:

1. All new or modified Outdoor Light Fixtures shall comply with the requirements of this division.

2. The Total Outdoor Light Output shall not exceed the amount allowed by this division, or the total legal non-conforming light output, whichever is greater.

~~D. **Change of Use.**~~

~~1. Except as provided in Section 10-20.60.080, Nonconforming Outdoor Lighting, whenever the use of any existing building, structure or premises is intensified through the incorporation of additional dwelling units, gross floor area, seating capacity, or other units of measurement which create a need for an increase in the total number of parking spaces of 25 percent or more either with a single change or cumulative changes subsequent to the effective date of this Zoning Code, then all outdoor lighting shall be reviewed and brought into compliance with the requirements of this division before the use is resumed to the maximum extent feasible as determined by the Director.~~

~~2. For changes of use or intensity which require an increase in parking of less than 25 percent cumulative, the applicant shall only have to meet the requirements of this division for any new outdoor lighting provided.~~

~~E. **Public Rights-of-Way Exempt.** The provisions of this division shall not apply to street lights installed in public rights-of-way.~~

~~F. In accordance with A.R.S. § 49-1101, all outdoor light fixtures on property or buildings that are owned and operated by the City of Flagstaff shall be fully shielded.~~

D. All Outdoor Light Fixtures on property or buildings that are owned and operated by the City of Flagstaff shall be fully shielded.

10-50.70.040 Establishment of Lighting Zones

~~A. **Establishment of Lighting Zones.** Three lighting zones are established, with varying development standards specific to their location within the City. Lighting zones are shown in Section 10-90.40.020, Lighting Zone Map.~~

A. Establishment of Lighting Zones. Two lighting zones are established, with varying development standards specific to their location within the City. Lighting zones are shown in Section 10-90.40.020, Lighting Zone Map.

B. **Lighting Zone Boundaries.** The boundaries of the lighting zones are illustrated in Section 10-90.40.020, Lighting Zone Map.

1. Lighting Zone 1 includes all areas within the City of Flagstaff that are within 2.5 miles of the Kaj Strand telescope at the U.S. Naval Observatory.

2. Lighting Zone 2 includes all areas more than 2.5 miles of the Kaj Strand telescope at the U.S. Naval Observatory.

C. **Split Parcels.** A parcel located in more than one of the described zones shall be considered to be only in the more restrictive lighting zone.

10-50.70.050 General Requirements – All Lighting Zones

~~A. **Preferred Source – Low-Pressure Sodium (LPS) Lamps and Narrow-Spectrum Amber LEDs.** Due to their high energy efficiency, long life, and spectral characteristics, low-pressure sodium (LPS) lamps are the preferred illumination source throughout the City. Their use is encouraged, when not required, for outdoor illumination whenever their use would not be detrimental to the use of the property. In all applications where LPS lighting is required or preferred, an acceptable alternative is narrow-spectrum amber LEDs.~~

~~B. **Lighting Classes.**~~

A. Lighting Classes. The Total Outdoor Light Output for a lot or parcel is cumulative of the light emitted by all lighting classes.

~~1. Class 1 lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. Recognized Class 1 lighting applications include only the following. Application of Class 1 lighting standards to uses not included in this list requires a finding by the Director of the essential nature of color rendition to preserve the effectiveness of the activity.~~

1. Class 1 Lighting is lighting used for applications where color rendition is required to preserve the effectiveness of an activity. All Class 1 Lighting shall have a Correlated Color Temperature (CCT) of 2,700 Kelvin (K), or less. Recognized Class 1 lighting applications include only the following examples:

a. Outdoor sales areas, including service station canopies;

~~b. Primary customer building entry/exit areas (does not include service or emergency entry/exits);~~

b. Primary customer building entry/exit areas of commercial and industrial uses (does not include service or emergency entry/exits);

c. Outdoor eating areas at restaurants;

~~d. Outdoor assembly or repair areas where assembly or repair work occurs at night on a regularly scheduled basis;~~

d. Outdoor assembly or repair areas where assembly or repair work occurs at night as part of the normal business operations;

e. Outdoor recreational field/track/arena areas; and

f. External and internal lighting for signs.

~~2. Class 2 lighting is lighting used for applications where general illumination for safety or security is the primary concern.~~

2. Class 2 Lighting is lighting used for applications where general illumination for safety or security is the primary concern. Narrow-Spectrum Amber LEDs are required in all Class 2 lighting applications. Examples of Class 2 Lighting applications include the following:

~~a. Examples of Class 2 lighting applications include the following:~~

~~(1) Pedestrian walkways, driveways and roadways;~~

a. Pedestrian walkways, driveways, and roadways;

~~(2) Parking lots;~~

b. Parking lots;

~~(3) Equipment yards; and~~

c. Equipment yards; and

~~(4) Outdoor security.~~

d. Outdoor security.

~~b. Low-pressure sodium (LPS) lamps or narrow-spectrum amber LEDs are required in all Class 2 lighting applications, except that up to 10 percent of all Class 2 lighting may be non-LPS lighting as noted in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.~~

~~3. Class 3 lighting is outdoor lighting used for decorative purposes.~~

3. Class 3 Lighting is outdoor lighting used for decorative purposes. All light sources may be used for Class 3 Lighting including technologies that allow for the color of the light to change so long as the colors change less than every two minutes. Examples of Class 3 Lighting applications include the following:

~~a. Examples of Class 3 lighting applications include the following:~~

~~(1) Architectural illumination;~~

a. Architectural illumination;

~~(2) Flag and monument lighting; and~~

b. Flag and monument lighting; and

~~(3) Landscape lighting and the illumination of trees, shrubs, and other vegetation.~~

c. Landscape lighting and the illumination of trees, shrubs, and other vegetation.

~~b. Class 3 lighting fixtures shall be included in the total lumen calculations for the site. If decorative lighting is applied to the exterior wall of a building using LED lights or similar technologies that allow for the color of the light to change, only one color change every two minutes is permitted.~~

~~4. The use of solar powered light systems as a light source in all lighting classes is appropriate.~~

~~C~~**B. Total Outdoor Light Output.**

~~1. Total outdoor light output, excluding streetlights and pedestrian lighting used to illuminate public rights-of-way and any interior lighting shall not exceed the following limits averaged over the entire development (values listed are total initial lamp lumens per acre and per residence).~~

1. The Total Outdoor Light Output shall not exceed the amounts allowed in Table 10-50.70.050.A.

Table 10-50.70.050.A: Maximum Total Outdoor Light Output Standards			
Land Use	**Zone 1**	**Zone 2**	**Zone 3**
Commercial, Industrial, and Multifamily Residential (lumens per net acre)[1]			
Total (Fully Shielded and Partially Shielded)	25,000	50,000	100,000
Partially Shielded only	0	5,500	5,500
Non-LPS and non-narrow spectrum amber LED	2,500	5,000	10,000
Single-Family Residential (lumens per parcel inclusive of accessory structures)[1]			
Total (Fully Shielded and Partially Shielded)	10,000	10,000	10,000
Partially Shielded only	0	4,000	4,000

End Note

[1] To determine the allowed lumens per net acre for all LED lamps (i.e., narrow spectrum amber LED and all other LED lamps), divide the total number of lumens permitted in each lighting zone by 1.43.

Table 10-50.70.050.A Maximum Total Outdoor Light Output Standards		
Land Use	**Lighting Zone 1**	**Lighting Zone 2**
Commercial, Industrial, and Multiple-Family Development (Lumens per Net Acre)		
Combined Maximum for Fully and Partially Shielded Fixtures, and fixtures mounted to a building or canopy	**17,500**	**35,000**
Partially Shielded Fixtures maximum	**0**	**3,850**
Fixtures not mounted to a building or canopy[1] maximum	**4,000**	**35,000**
Single-Family and Duplex Developments, Including Accessory Structures (Lumens per Lot, or Parcel)		
Combined Maximum for Fully and Partially Shielded Fixtures, and fixtures not mounted to a building or canopy, excluding motion sensing Outdoor Light Fixtures[2]	**1,500**	**5,000**
Partially Shielded Fixtures maximum	**0**	**2,000**
Motion sensing Outdoors Light Fixtures[2] (fully shielded) maximum	**0**	**2,000**
Fixtures that are not mounted to a building or canopy[1] maximum	**0**	**1,500**
End Note		
1. Fixtures that are not directly mounted to the side of a building or to the underside of, or within, a canopy or overhang. **2. Motion sensing Outdoor Light Fixtures shall have an automated timer set to turn off the fixture at a time no greater than five (5) minutes after the light has been turned on.**		

~~2. For determining compliance with this section, light emitted from outdoor lighting is to be included in the total outdoor light output as follows (see Figure 10-50.70.050A):~~

~~a. Light fixtures installed as described below shall be included in the total outdoor light output by adding 100 percent of the initial lumen outputs of the lamps used:~~

~~(1) All unshielded or partially shielded fixtures, regardless of location;~~

~~(2) Light fixtures installed on poles (such as parking lot light fixtures);~~

~~(3) Light fixtures installed on the side of buildings or other structures but not located as described in subsections (C)(2)(b) or (c) of this section; and~~

(4) Light fixtures installed within open parking garages, or under canopies, building overhangs, or roof eaves that are not fully shielded or are fully shielded but not located as described in subsections (C)(2)(b) or (c) of this section.

b. Fully shielded light fixtures installed as described below shall be included in the total outdoor light output by adding only 25 percent of the initial lumen outputs of the lamps used;

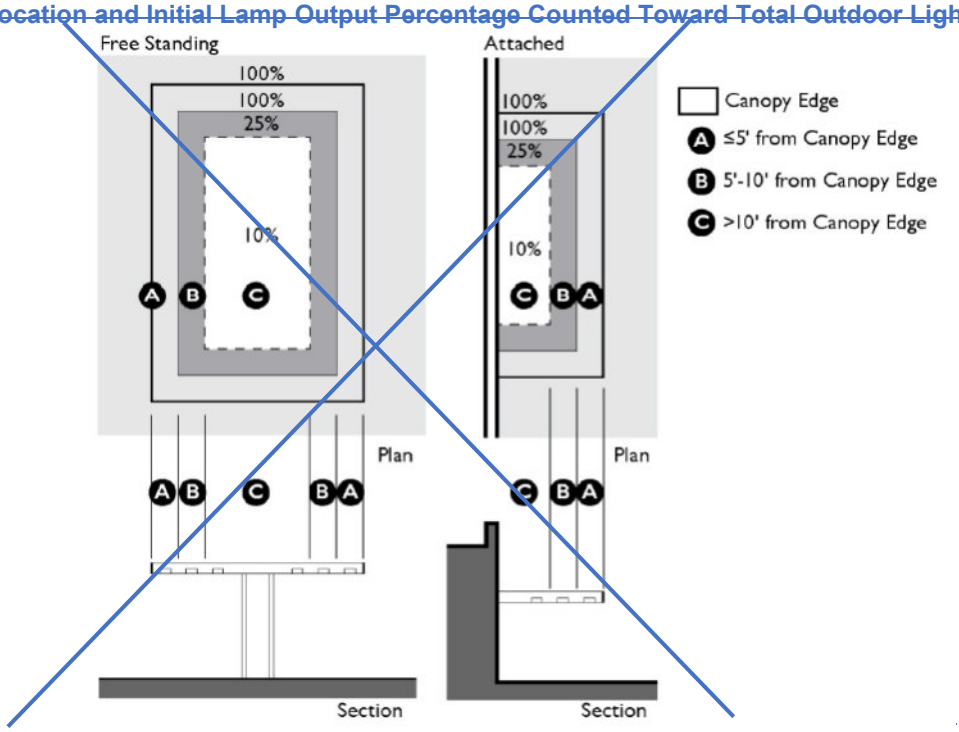
(1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located at least five feet but less than 10 feet from the nearest outdoor opening, canopy, or overhang edge.

c. Fully shielded light fixtures installed as described below shall be included in the total outdoor light output by adding only 10 percent of the initial lumen outputs of the lamps used;

(1) Fully shielded light fixtures located within open parking garages, or located under canopies, building overhangs, or roof eaves, where all parts of the light fixture are located 10 feet or more from the nearest outdoor opening, canopy, or overhang edge.

Figure 10-50.70.050A

Elevation and Section Views of a Freestanding and Attached Canopy or Overhang, Showing Fixture Location and Initial Lamp Output Percentage Counted Toward Total Outdoor Light Output



~~D. **Lamp Source and Shielding.** The standards provided in Table 10-50.70.050.B, Lamp Type and Shielding Standards, shall apply:~~

C. Shielding. The standards provided in Table 10-50.70.050.B, Shielding Standards, shall apply:

~~Table 10-50.70.050.B: Lamp Type and Shielding Standards~~

~~Lamp Type and Lighting Class~~	~~Zone 1~~	~~Zone 2~~	~~Zone 3~~
~~**Nonresidential[2] Outdoor Lighting**~~			
~~Class 1 Lighting (Color Rendition):~~		-	
~~All lamp types and outputs~~	~~FS~~	~~FS~~	~~FS~~
~~Class 2 Lighting (General Illumination):~~	-	-	-
~~All lamp types and outputs~~	~~FS~~	~~FS~~	~~FS~~
~~Class 3 Lighting (Decorative):~~		-	
~~All lamp types 2,500 lumens[1] or above per fixture~~	~~X~~	~~X~~	~~FS~~
~~All lamp types below 2,500 lumens[1] per fixture~~	~~FS~~	~~A[3]~~	~~A[3]~~
~~**Residential[2] Outdoor Lighting**~~			
~~Class 1-3 Lighting~~		-	
~~Lighting (Color Rendition):~~			
~~All lamp types 1,000 lumens[1] or above per fixture~~	~~FS~~	~~FS~~	~~FS~~
~~All lamp types below 1,000 lumens[1] per fixture~~	~~FS~~	~~A[3]~~	~~A[3]~~
~~**Key:**~~			
~~FS = Allowed; Only Fully Shield Fixtures permitted~~			
~~A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures permitted subject to the amounts listed in Table A (Maximum Total Outdoor Light Output Standards).~~			
~~X = Prohibited~~			

Table 10-50.70.050.B: Lamp Type and Shielding Standards			
Lamp Type and Lighting Class	Zone 1	Zone 2	Zone 3

End Notes

[4]Examples of lamp types of 2,500 and 1,000 lumens and below for commercial and residential applications respectively are provided in Table 10-50.70.050.C, Lamp Type and Wattage with Outputs below 2,500 and 1,000 lumens. The acceptability of a particular lamp is decided by lumen output, not wattage. The values listed are approximate, and the manufacturer's specifications for a particular lamp must be checked.

[2]For purposes of this subsection, residential refers to property developed primarily for residential purposes, including single-family residences, manufactured homes, duplexes, and triplexes as well as multifamily (i.e. apartment, condominium, townhome) uses. Nonresidential uses include all other uses.

[3]For purposes of determining total light output from a light fixture, lighting assemblies which include multiple unshielded or partially shielded fixtures or lamps on a single pole shall be considered as a single fixture (see Figure 10-50.70.050B). Partially shielded lighting is limited to the amounts listed in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.

~~Table 10-50.70.050.B: Lamp Type and Shielding Standards~~

~~Lamp Type and Lighting Class~~	~~Zone 1~~	~~Zone 2~~	~~Zone 3~~

Table 10-50.70.050.B
Shielding Standards

Land Use and Lighting Class	Lighting Zone 1	Lighting Zone 2
Commercial, Industrial, and Multiple-Family Development		
Class 1 Lighting All Outdoor Light Fixtures	FS	FS
Class 2 Lighting All Outdoor Light Fixtures	FS	FS
Class 3 Lighting		
All Outdoor Light Fixtures with a Lumen output below 1,750[1] Lumens	FS	A[1]
All Outdoor Light Fixtures with a Lumen output equal to and above 1,750[1] Lumens	X	X
Single-Family and Duplex Residential Dwelling Units		
Class 1-3 Lighting		
All Outdoor Light Fixtures with a Lumen output below 700[1] Lumens	FS	A[1]
All Outdoor Light Fixtures with a Lumen output equal to and above 700[1] Lumens	X	X

End Notes

1. For purposes of determining the Total Outdoor Light Output from an Outdoor Light Fixture, lighting assemblies which include multiple unshielded or Partially Shielded Fixtures or lamps on a single pole or assembled as a single unit shall be considered as one fixture. Refer to the Table 10-50.70.050.A.

Key

FS = Allowed; Only Fully Shielded Fixtures

A = Allowed; Fully Shielded Fixtures preferred, and Partially Shielded Fixtures are allowed subject to the Lumen amounts listed in Table 10-50.70.050.A

X = Outdoor Light Fixture is Prohibited

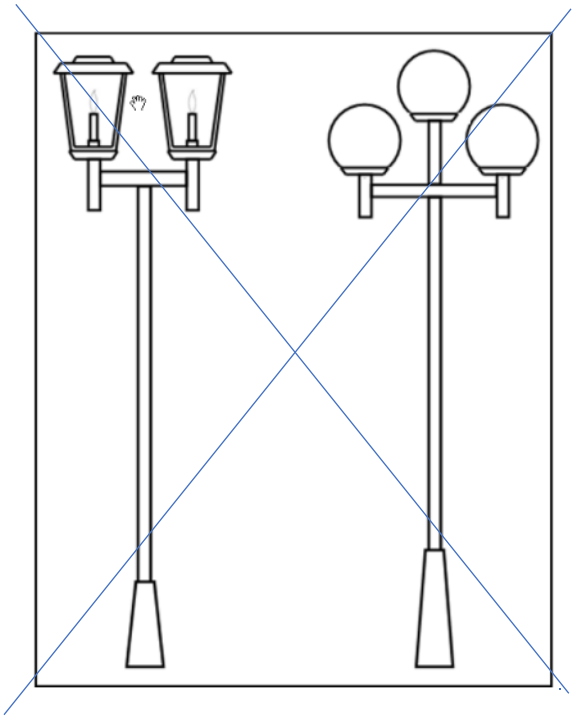
~~Figure 10-50-70.050B~~

~~Table 10-50.70.050.C: Lamp Type and Wattage with Outputs below 2,500 and 1,000 Lumens~~

~~Lamp Type~~	~~2,500 lm (Commercial and Industrial)~~	~~1,000 lm (Residential)~~
~~Standard incandescent and less~~	~~100 watt~~	~~60 watt~~
~~Tungsten halogen (quartz) and less~~	~~100 watt~~	~~60 watt~~
~~Fluorescent and less~~	~~25 watt~~	~~15 watt~~
~~Compact Fluorescent and less~~	~~26 watt~~	~~13 watt~~

~~No available data for High-Pressure Sodium or Metal Halide lamps~~

~~**Light Fixture with Multiple Unshielded Fixtures or Lamps**~~



~~E. **Effective Shielding.** All light fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a fully shielded fixture.~~

D. Effective Shielding. All Outdoor Light Fixtures that are required to be fully shielded shall be installed in such a manner that the shielding satisfies the definition of a Fully Shielded Light Fixture.

~~F. Light Trespass Standard.~~

E. Light Trespass Standard.

~~1. All light fixtures, including security lighting, shall be located, aimed and shielded so that the direct illumination from the fixture shall be confined to the property boundaries of the source.~~

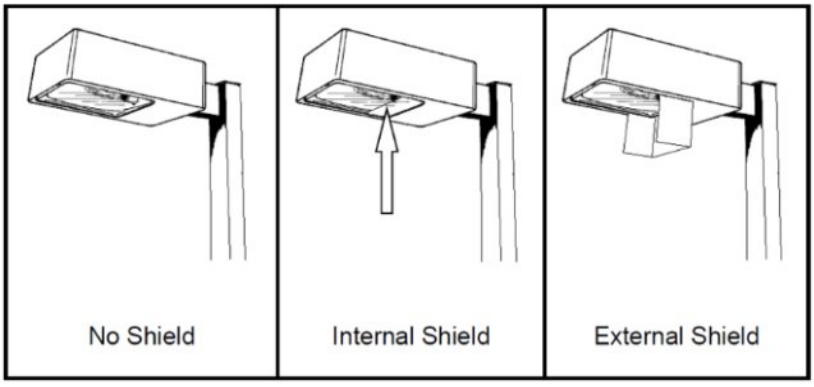
1. All Outdoor Light Fixtures, including motion sensing lighting, shall be located, aimed, and shielded so that the direct illumination from the fixture shall be confined to the property boundaries of the source.

~~2. Any privately or publicly owned outdoor light fixture with a lamp of initial output over 10,000 lumens located within 50 feet of any residential (including multifamily residential) property or public right-of-way shall utilize an internal or external shield, with the light fixture and shield oriented to minimize light trespass over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure 10-50.70.050C).~~

2. Any privately or publicly owned Outdoor Light Fixture with an output over 10,000 Lumens located within 50 feet of any residential (including Multiple-Family Development) property or public right-of-way shall utilize an internal or external shield, with the Outdoor Light Fixture and shield oriented to prevent direct illumination over the adjacent property or right-of-way line. If an external shield is used, its surface must be painted black to minimize reflections (Figure 10-50.70.050.C).

Figure 10-50.70.050.C

Shielding Configurations



~~G. **Motion Sensing Light Fixtures.** Motion sensing light fixtures shall be fully shielded.~~

F. Motion Sensing Outdoor Light Fixtures. Motion sensing Outdoor Light Fixtures shall be fully shielded.

~~H. **Time Limits for Outdoor Lighting.** All outdoor Class 1 and Class 3 lighting, and outdoor Class 2 lighting located more than 50 feet from any building or outdoor product display or storage area shall be turned off at the times listed in Table 10-50.70.050.D, Time Limits for Outdoor Lighting, or no later than 30 minutes after the business closes, whichever is later, and remain off for the remainder of the night or until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080(D), and outdoor recreation facilities are exempt in accordance with Section 10-50.70.060(B).~~

G. Time Limits for Outdoor Lighting. All outdoor Class 1 and Class 3 Lighting, and outdoor Class 2 Lighting located more than 50 feet from any structure, outdoor product display, or storage area shall be turned off no later than 30 minutes after the business closes and are to remain off until the business reopens. Decorative holiday lights are exempt in accordance with Section 10-50.70.080.D, and outdoor sports facilities are subject to the time limits in Table 10-50.70.060.B.

~~**Table 10-50.70.050.D: Time Limits for Outdoor Lighting**~~

	~~Zone 1~~	~~Zone 2~~	~~Zone 3~~
~~Time limit when outdoor lights must be turned off~~	~~9:00 p.m.~~	~~11:00 p.m.~~	~~11:00 p.m.~~

~~I. **Sign Illumination.** Standards for external and internal sign illumination are provided in Division 10-50.100, Sign Standards. Lighting used for the external illumination of signs is included toward the total outdoor light output standards of subsection (C) of this section.~~

H. Sign Illumination. Standards for external and internal sign illumination are provided in Division 10-50.100, Sign Standards. Lighting used for the external illumination of signs is included toward the Total Outdoor Light Output standards of subsection B. of this section.

~~J. **Neon Building Lighting.** Neon building lighting is included in the total outdoor light output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not permitted.~~

I. Neon Building Lighting. Neon building lighting is included in the Total Outdoor Light Output calculations for the site. Lumens for neon lighting are calculated on a per foot basis, rather than per "fixture." Unshielded neon lighting is not allowed except for signage.

~~K. **Multi-Class Lighting.** Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, and Table 10-50.70.050.B, Lamp Type and Shielding Standards, or conform to the time limitations of the least restrictive included class as shown in Table 10-50.70.050.D, Time Limits for Outdoor Lighting.~~

J. Multi-Class Lighting. Multi-class lighting must either conform to the lamp-type and shielding requirements of the strictest included class as shown in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, and Table 10-50.70.050.B, Shielding Standards, or be turned off no later than 30 minutes after the business closes.

~~L. **Internally Illuminated Architectural Elements.** Any architectural element, including walls or portions of buildings that are internally illuminated and that is not a sign or fenestration (windows or doors), shall have 100 percent of the initial lamp output of all lamps used to provide such illumination counted toward partially shielded lighting for the purposes of calculating total outdoor light output for the site and is subject to the standards of subsection (C) of this section.~~

K. Internally Illuminated Architectural Elements. Any architectural element, including walls or portions of buildings, including canopy facias, that are internally illuminated and that is not a sign or fenestration (windows or doors), shall have 100 percent of the initial lamp output of all lamps or luminous tubes used to provide such illumination counted toward partially shielded lighting for the purposes of calculating Total Outdoor Light Output for the site and is subject to the standards of subsection B. of this section.

~~M. **Architectural/Landscape Lighting.** Architectural lighting used to illuminate the wall of a building or landscape lighting used to illuminate trees or other landscape elements is permitted subject to the following:~~

L. Architectural/Landscape Lighting. Architectural lighting used to illuminate a structure or landscape lighting used to illuminate trees or other landscape elements is allowed subject to the following:

~~1. Architectural and landscape lighting that is directed downward onto a wall, tree or other landscape feature shall be included in the total outdoor light output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, based on whether a fully shielded or partially shielded light fixture is used; and~~

1. Architectural and landscape lighting that is directed downward onto a structure, tree, or other landscape feature shall be included in the Total Outdoor Light Output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards, based on whether a fully Shielded or Partially Shielded Light Fixture is used; and

~~2. Architectural and landscape lighting that is directed upward onto a wall, tree or other landscape feature is not permitted.~~

2. Architectural and landscape lighting that is directed upward onto a structure, tree, or other landscape feature is not allowed.

~~N. **Emergency Lighting.** Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is permitted in all lighting zones and is excluded from the total lumen calculations for the site.~~

M. Emergency Lighting. Emergency lighting that is only turned on in the event of a power failure or when an alarm is activated is allowed in all lighting zones and is excluded from the Total Outdoor Light Output standards provided in Table 10-50.70.050.A, Maximum Total Outdoor Light Output Standards.

~~O. **Use of Mercury Vapor Light Fixtures.**~~

N. Use of Mercury Vapor Outdoor Light Fixtures. Except for outdoor lighting systems erected prior to 1950, no mercury vapor outdoor light fixtures are allowed within the City of Flagstaff.

~~1. No new mercury vapor outdoor light fixtures shall be installed after the effective date of this Zoning Code. No replacement equipment other than bulbs for mercury vapor lighting fixtures shall be sold in the State after January 1, 1991, and the use of mercury vapor light fixtures is prohibited after January 1, 2011.~~

~~2. The provisions of this section shall not apply to outdoor light systems erected prior to 1950.~~

10-50.70.060 Special Uses

A. Canopies, Building Overhangs, and Roof Eave Lighting.

1. Shielding. All Outdoor Light Fixtures attached, mounted to, or within, a canopy, building overhang, or roof eave shall be fully shielded.

2. Total Lumens. The Total Lumen of each Outdoor Light Fixture shall be calculated based on the distance from the edge of the canopy, building overhang, or roof eave subject to Figure 10-50.70.060.A.

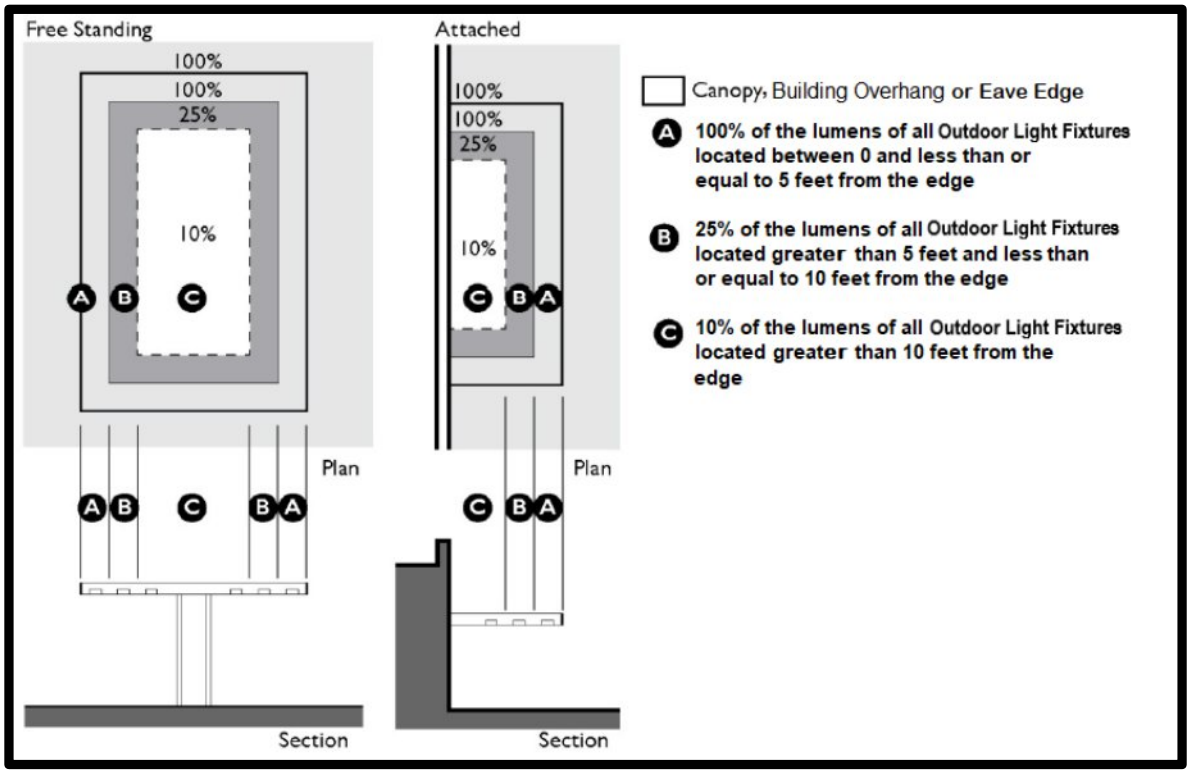


Figure 10-50.70.060.A

Plan and Section Views of a Freestanding and Attached Canopy or Overhang, Showing Fixture Location and Initial Lamp Output Percentage Counted Toward Total Outdoor Light Output

~~A. Service Station Canopy Lighting.~~

B. Service Station Canopy Lighting.

1. **Lighting Class.** Lighting for service station canopies shall be considered Class 1 lighting.

~~2. **Shielding.** All light fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not permitted.~~

2. Shielding. All Outdoor Light Fixtures mounted on or recessed into the lower surface of service station canopies shall be fully shielded and utilize flat lenses. Such shielding must be provided by the fixture itself; shielding by surrounding structures such as canopy edges is not allowed.

~~3. **Total Under-Canopy Output.** The total light output used under service station canopies, defined as the sum of all under-canopy initial lamp outputs in lumens, shall not exceed 40 lumens per square foot of canopy in Lighting Zone 2 and 3, and shall not exceed 20 lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).~~

3. Total Under-Canopy Output. The Total Outdoor Light Output used under service station canopies, defined as the sum of all under-canopy Light Fixtures, shall not exceed 30 Lumens per square foot of canopy in Lighting Zone 2, and shall not exceed 15 Lumens per square foot in Lighting Zone 1 (note: these values are not foot-candle illuminances).

~~4. All lighting mounted under the canopy, including but not limited to light fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating such items as the total cost of fuel pumped and price per gallon), shall be included in the total outdoor light output for the site and is subject to the standards of Section 10-50.70.050(C).~~

4. Total Lumens. All lighting mounted under the canopy, including but not limited to Outdoor Light Fixtures mounted on or recessed into the lower surface of the canopy and any lighting within signage (but not including any lamps mounted within the pumps and used to illuminate information indicating such items as the total cost of fuel pumped and price per gallon), shall be included in the Total Outdoor Light Output for the site and is subject Figure 10-50.70.060.A.2.

~~B. **Outdoor Recreation Facilities.**~~

C. Outdoor Recreation Facilities.

~~1. **Lighting Class.** Lighting for field/track/arena areas only shall be considered Class 1.~~

1. Lighting Class. Lighting for field/track/arena areas only shall be considered Class 1 Lighting.

~~2. **Lumen Cap Exemption.**~~

2. **Lumen Cap Requirements.**

~~a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the lumens per acre limit set in Section 10-50.70.050(C);~~

a. In Lighting Zone 1, lighting for field/track/arena areas is subject to the Maximum Total Outdoor Light Output standards set in Table 10-50.70.050.A.;

~~b. In Lighting Zones 2 and 3, lighting for field/track/arena areas is not subject to the lumens per acre limit set in Section 10-50.70.050(C); and~~

b. In Lighting Zone 2, lighting for field/track/arena areas is not subject to the Maximum Total Outdoor Light per acre limit set in Table 10-50.70.050.A; and

~~c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication IESNA RP-06-01.~~

c. Illumination levels for the field/track/arena shall be designed to be no higher than recommended for Class IV play, as defined by the Illuminating Engineering Society of North America publication ANSI/IES RP-6-20, as amended.

3. **Shielding.** Fixtures used for field/track/arena areas shall be fully shielded.

~~4. **Time Limits.** No illuminated sports facility shall be illuminated after the time limits listed in Table 10-50.70.050.D, Time Limits for Outdoor Lighting, except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.~~

4. Time Limits. Outdoor sports facilities shall not be illuminated after the time limits listed in Table 10-50.70.060.B, except to conclude a scheduled recreational or sporting event in progress prior to the time limitation.

Table 10-50.70.060.B Time Limits for Outdoor Lighting of Sports facilities		
	Zone 1	Zone 2
Time limit when outdoor lights shall be turned off	9:00 p.m.	11:00 p.m.

5. **Certification.** Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in Arizona as conforming to all applicable restrictions of this code before construction commences. Further, after installation is complete, the system shall be again certified by a registered engineer to verify that the installation is consistent with the certified design.

~~C. **Street Lighting.**~~

D. Street Lighting.

~~1. Standards for street lighting installed on public rights-of-way are found in the City *Engineering Standards*, Title 12, Street Lighting.~~

1. Street lighting installed on public rights-of-way shall be in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure.

~~2. Street lighting installed on private rights-of-way shall be included within the total outdoor light output for the development.~~

2. Street lighting installed on private street tracts or easements shall be in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure.

~~D. **Parking Garages.**~~

E. Parking Garages.

1. **Lighting Class.** Lighting installed for general illumination of parking areas within parking garages, where the parking areas are open to the outside, shall be considered Class 2.

~~2. **Inclusion Toward Total Outdoor Light Output.** The lumen output of light fixtures mounted 15 feet or more from the nearest opening to the outdoors and within open parking garages shall not be included~~

~~toward the Total Outdoor Light Output standards in Section 10-50.70.050(C). All light fixtures mounted less than 15 feet from the nearest opening to the outdoors shall comply with the total outdoor light output standards established in Section 10-50.70.050(C).~~

2. Total Outdoor Light Output. Ten percent (10%) of the Lumen output of Light Fixtures mounted less than 15 feet from the nearest opening to the outdoors of an open parking garage shall be included toward the Total Outdoor Light Output standards established in Table 10-50.70.050.A subject to Figure 10-50.70.060.C. The Lumen output of Light Fixtures mounted 15 feet or more from the nearest opening to the outdoors of an open parking garage shall not be included toward the Total Outdoor Light Output standards in Table 10-50.70.050.A subject to Figure 10-50.70.060.C.

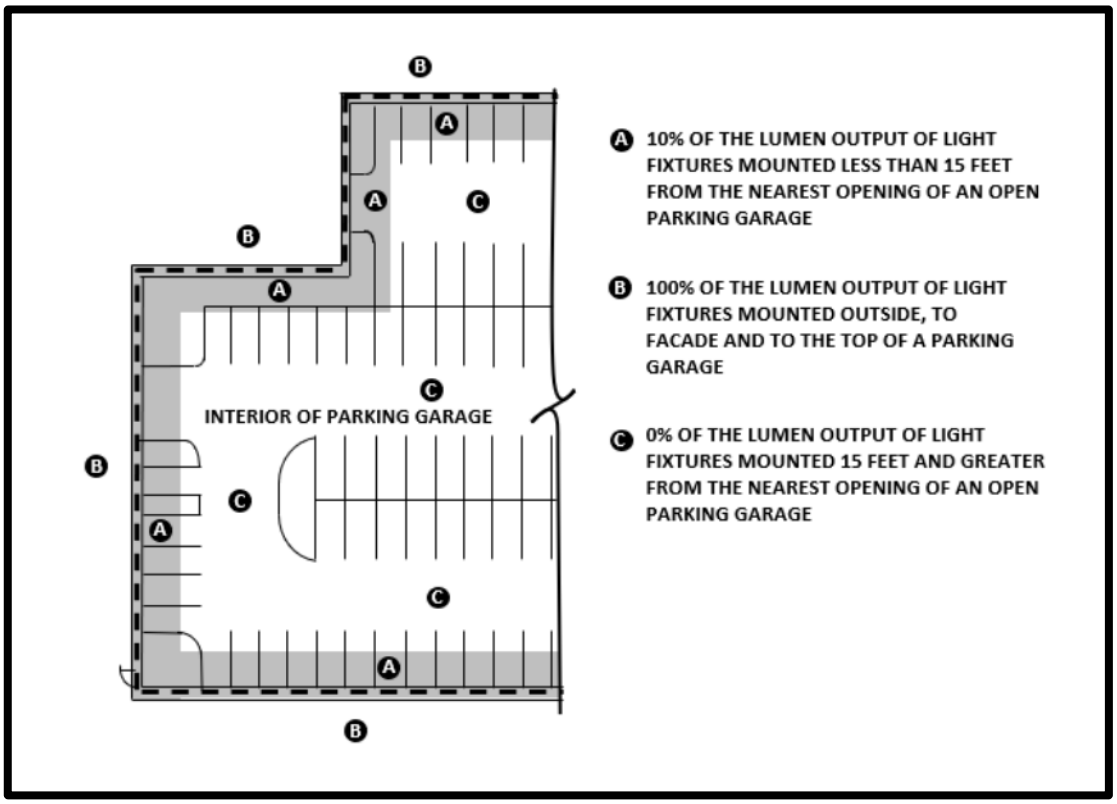


Figure 10-50.70.060.C
Calculation of Total Lumens of the Light Fixtures Located Inside of Parking Garage

3. **Shielding.** All light fixtures used on or within open parking garages, including those mounted to the ceilings over the parking decks, shall be fully shielded.

~~E. Outdoor Display Lots.~~

F. Outdoor Display Lots.

~~1. **Lighting Class.** Outdoor lighting for outdoor display lots shall be considered Class 1 lighting, and shall conform to applicable lumens per net acre limits applied to the entire parcel.~~

1. Lighting Class. Class 1 Lighting may be used to illuminate outdoor display lots, and shall be included toward the Total Outdoor Light Output standards in Table 10-50.70.050.A.

~~2. **Lighting Time Limitations.** Outdoor display lot lighting shall conform to the hours of operation as established under Class 1 lighting standards. Any lighting on after the time limitations shall be considered Class 2 lighting and shall conform to all restrictions of this division applicable to this class.~~

2. Lighting Time Limitations. All Class 1 outdoor display lighting shall be turned off no later than 30 minutes after the close of business. Only lighting meeting Class 2 Lighting standards may be used to illuminate an outdoor display area 30 minutes or later after the close of business.

3. **Shielding.** All light fixtures used in outdoor display lots shall be fully shielded and be aimed so that the direct illumination shall be confined to the property boundaries of the source.

~~F. **Temporary Lighting.** Temporary lighting which does not conform to the provisions of this division may be approved by the Director subject to the approval of an outdoor lighting permit in accordance with the provisions of Section 10-20.40.100, Outdoor Lighting Permits. Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events or construction projects.~~

G. Temporary Lighting. Temporary lighting which does not conform to the provisions of this division may be approved by the Director subject to the approval of an outdoor lighting permit in accordance with the provisions of Section 10-20.40.100, Outdoor Lighting Permits. Temporary lighting is intended for uses which by their nature are of limited duration, including for example, holiday decorations, civic events, or construction projects.

10-50.70.070 Prohibited Outdoor Lighting

The following types of outdoor lighting are prohibited:

A. Outdoor floodlighting by flood light projection above the horizontal plane.

B. Search lights, flood lights, laser source lights, or any similar high intensity light, except in emergencies by police, fire or medical personnel or at their direction; or for meteorological data gathering purposes.

C. Any lighting device located on the exterior of a building or on the inside of a window which is visible beyond the boundaries of the lot or parcel with intermittent fading, flashing, blinking, rotating or strobe light illumination.

10-50.70.080 Exceptions

~~A. **Airport Lighting.** Required navigational lighting systems at airports for the safe and efficient movement of aircraft during flight, take off, landing and taxiing are exempt from the provisions of this division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the lumens per acre limits provided in Section 10-50.70.050(C), although it must conform to all other requirements of this division. All other outdoor lighting at airport facilities shall comply with the provisions of this division.~~

A. Flagstaff Municipal Airport Lighting. Required navigational lighting systems at public airports for the safe and efficient movement of aircraft during flight, take off, landing, and taxiing are exempt from the provisions of this division. Lighting used for illumination of aircraft loading, unloading, and servicing areas is exempt from the Lumens per acre limits provided in Table 10-50.70.050.A., although it must conform to all other requirements of this division. All other outdoor lighting at public airport facilities shall comply with the provisions of this division. This provision does not apply to private helipads or landing strips.

B. **Infrared Security Lighting.** Lights emitting infrared radiation used for remote security surveillance systems are permitted in all zones with the following restrictions:

1. Fixed lights must be fully shielded; and

2. Movable lights, such as spot lights attached to infrared sensitive cameras, must be mounted such that the lights cannot be directed higher than 20 degrees below the horizontal, measured from the center of the light beam.

C. **Emergency Lighting by Emergency Services.** Searchlights, floodlights, laser source lights, strobe or flashing lights, or any similar high intensity lights are permitted when used in emergencies by police, fire, medical, or utility personnel or at their direction.

~~D. **Holiday Decorations.** In all lighting zones low voltage holiday decorations may be unshielded and remain on all night from November 15th to January 15th.~~

D. Holiday Decorations. In all lighting zones, low Lumen output holiday decorations may be unshielded and remain on all night from November 15th to January 15th.

E. **Solar-Powered Lighting.** Solar-powered lights of five watts or less per fixture used in residential landscaping applications and to illuminate walkways are exempt from applicable lamp type and shielding standards and are excluded from the total lumen calculations for the site.

F. **Construction and Renovation of Municipal Facilities.** All outdoor lighting used for construction or major renovation of municipal buildings, structures and facilities is exempt from the provisions of this division.

10-50.70.090 Nonconforming Outdoor Lighting

Section 10-20.60.080, Nonconforming Outdoor Lighting, provides the standards and regulations for nonconforming outdoor lighting.

10-50.70.100 Violations and Enforcement

A. It shall be unlawful to install or operate an outdoor light fixture in violation of this division. Any person violating any provisions of this division shall be guilty of a misdemeanor. Each and every day during which the illegal erection, maintenance, and use continues shall be considered a separate offense.

B. The requirements of this division shall be enforced in compliance with the enforcement provisions of Division 10-20.110, Enforcement.

10-20.60.040 Residential Exemptions

~~An involuntarily damaged or destroyed nonconforming single-family or multifamily dwelling unit may be reconstructed or replaced with a new structure within the same footprint (including pre-existing nonconforming setbacks), height and number of dwelling units, in compliance with current Building and Fire Code requirements.~~

An involuntarily damaged or destroyed nonconforming Single-Family or Multiple-Family Development unit may be reconstructed or replaced with a new structure within the same footprint (including pre-existing nonconforming setbacks), height and number of dwelling units, but in compliance with Title 4, Building Regulations; Title 5, Fire Code; and Division 10-50.70, Outdoor Lighting Standards.

10-20.60.080 Nonconforming Outdoor Lighting

A. **General.**

1. If at the effective date of this Zoning Code, or of any extension resulting from annexation to the City, any existing outdoor lighting which is being used in a manner or for a purpose which is otherwise lawful, but does not comply with the provisions of Division 10-50.70, Outdoor Lighting Standards, shall be deemed legal but nonconforming, and shall be allowed to continue provided such fixtures are extinguished between the hours of midnight and sunrise by an automatic shut-off device.

2. No modification or replacement shall be made to a nonconforming outdoor light fixture unless the fixture thereafter conforms to the provisions of Division 10-50.70, Outdoor Lighting Standards.

3. Whenever a nonconforming use, structure or lot is abandoned for a period of 180 consecutive days and then changed to a new use according to the requirements of Section 10-20.60.030, Restrictions on Nonconforming Uses and Structures, then any existing outdoor lighting shall be reviewed and brought into compliance as necessary for the entire building, structure or premises.

10-50.100.050.C.2. Internally Illuminated Sign Standards

(2) **Lighting Zones 2 ~~and 3~~.** The sign face(s) shall be either composed of illuminated text and symbols against an opaque background (as in subsection (C)(2)(a)(1) of this section), or with generally lighter text and symbols against a colored (not white, off-white, light gray, cream, or yellow) background. Text and symbols may be white, off-white, light gray, cream, or yellow. (See Figure 10-50.100.050I.)

10-80.20.060 Definitions, “F”

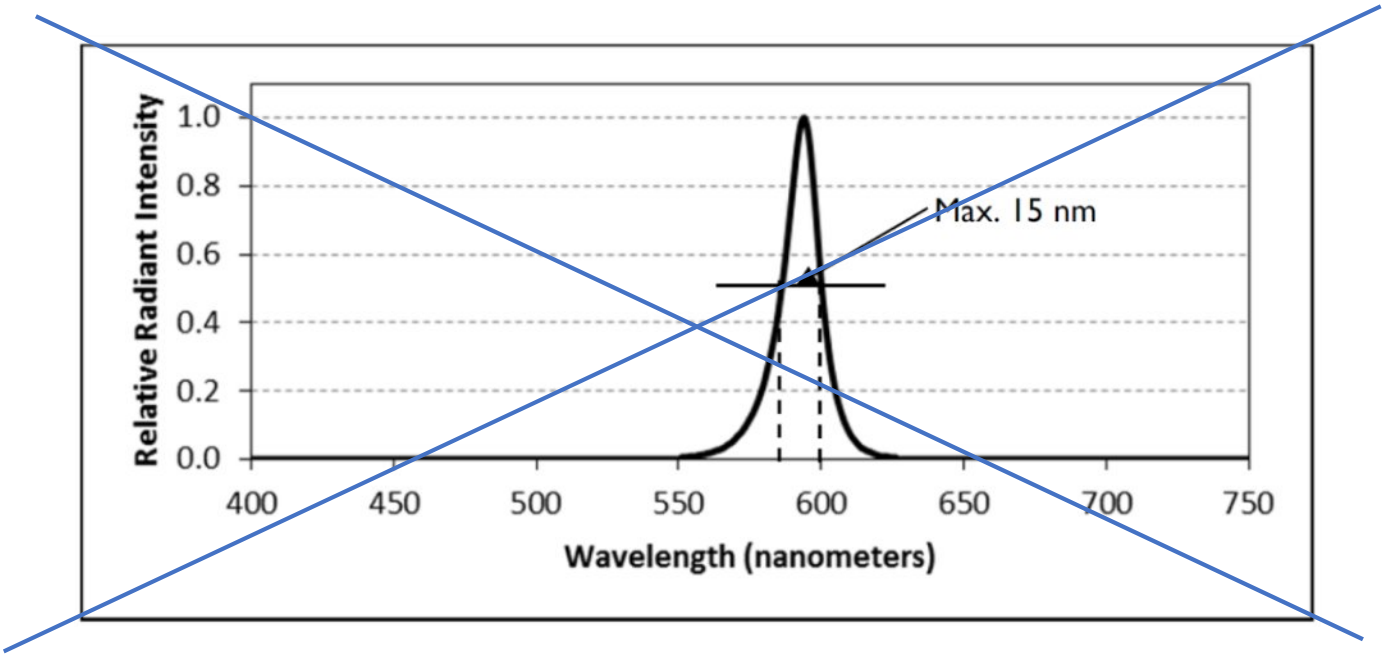
~~Fully Shielded Light Fixture: **See “Light Fixture, Fully Shielded.”**~~

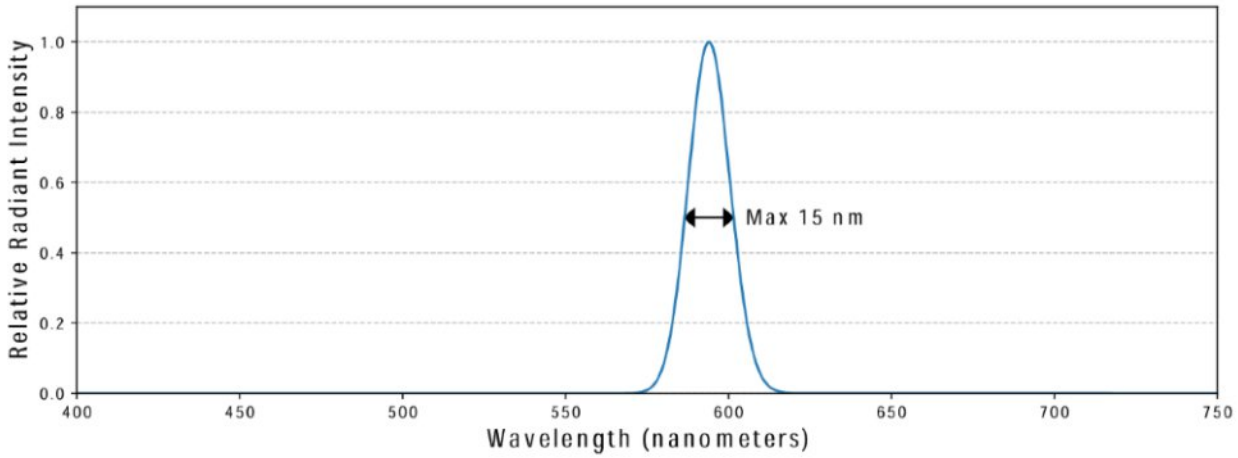
Fully Shielded Light Fixture: See “Fixture, Fully Shielded.”

10-80.20.120 Definitions, “L”

~~**LED, Narrow-Spectrum Amber:** A light-emitting diode (LED) with a spectrum similar to that shown in the graph below, and with a peak wavelength between 585 and 595 nanometers and a full width at 50 percent power no greater than 15 nanometers.~~

LED, Narrow-Spectrum Amber: A light-emitting diode (LED) with a peak wavelength between 589 and 595 nanometers and a full width at 50 percent power no greater than 15 nanometers.





~~Light Fixture: **See "Light Fixture, Outdoor."**~~

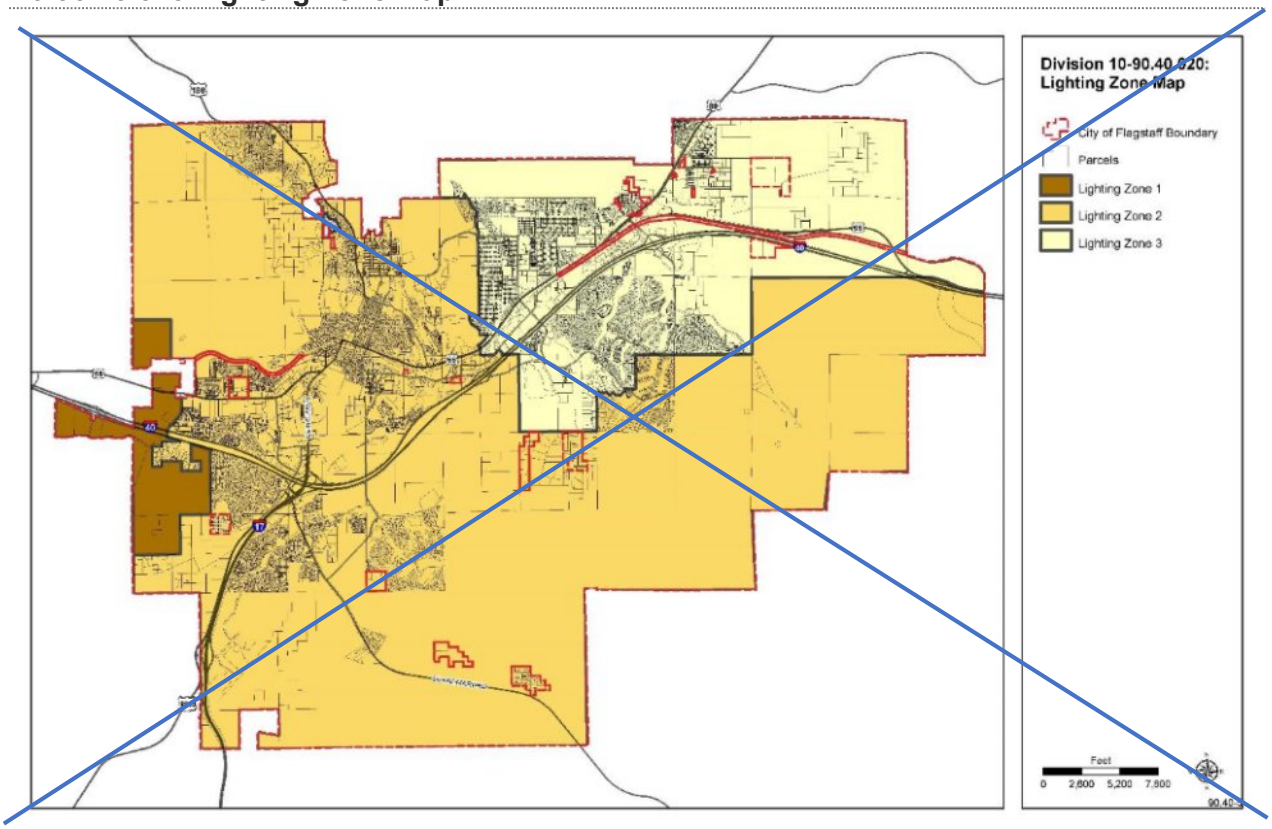
10-80.20.150 Definitions, "O"

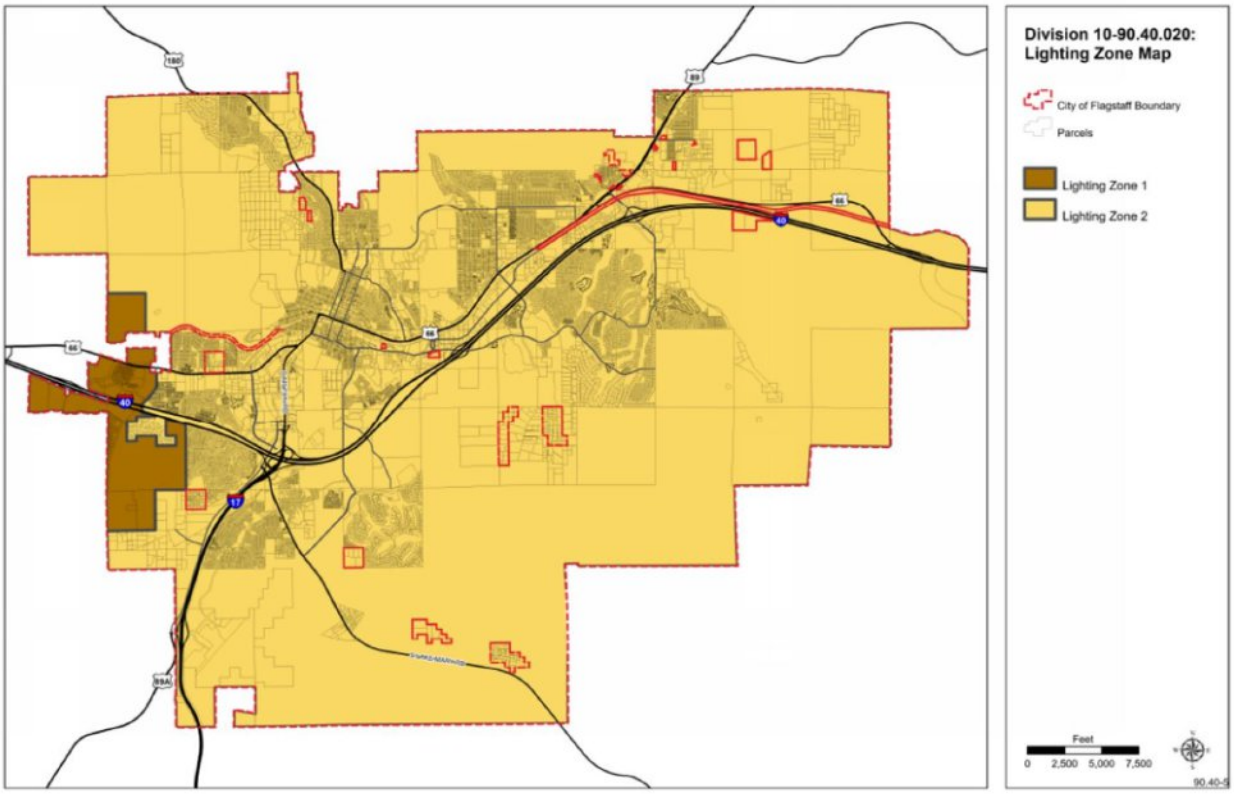
~~**Outdoor Light Output, Total:** The maximum total amount of light, measured in lumens, from all outdoor light fixtures. Includes all lights and luminous tubing used outdoors or in areas open to the outdoors, and lights used for external illumination of signs, but does not include lights used inside of internally illuminated signs or luminous tubing used in neon signs. For luminous tubes used outside of signage, output is calculated per linear foot of tubing rather than per lamp. For lamp types that vary in their output as they age (such as high pressure sodium, metal halide and fluorescent), the initial output, as defined by the lamp manufacturer, is the value to be considered.~~

Outdoor Light Output, Total: The maximum total amount of light, measured in Lumens, from all Outdoor Light Fixtures. Includes all outdoor lights and luminous tubing used in areas open to the outdoors, and lights used for external illumination of signs, but does not include lights used inside of internally illuminated signs, luminous tubing used in neon signs, and street and pedestrian lighting installed on public rights-of-ways or private street tracts in accordance with Title 13, Engineering Design Standards and Specifications for New Infrastructure. The total Lumens of each Outdoor Light Fixture used to calculate the Total Outdoor Light Output is:

(1) The total initial Lumen output listed by the manufacturer of an integral solid-state LED Outdoor Light Fixture;
(2) The initial Lumen output for all outdoor luminous tubes (e.g., neon and fluorescent tubes and rods) calculated per linear foot;
(3) The initial Lumen output (i.e., bulb lumens) listed by the manufacturer of all replaceable Edison Socket, or other screw-in, plug in, etc., LED bulbs used in an Outdoor Light Fixture multiplied by 0.70.; and
(4) The initial Lumen output (i.e., bulb lumens) of all other outdoor bulb light sources (i.e., non-LED) included as part of an Outdoor Light Fixture multiplied by 0.70.

10-90.40.020 Lighting Zone Map




Division 10-90.40.020:
Lighting Zone Map
City of Flagstaff Boundary
Parcels
Lighting Zone 1
Lighting Zone 2
Feet
0 2,500 5,000 7,500

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, BY ADOPTING BY REFERENCE THAT CERTAIN DOCUMENT ENTITLED "PZ-19-00248 UPDATES TO ZONING CODE–OUTDOOR LIGHTING STANDARDS"; PROVIDING FOR PENALTIES, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff wishes to amend Title 10 Flagstaff Zoning Code of the Flagstaff City Code, to modify the existing outdoor lighting standards; and

WHEREAS, a citizen review session was held at the Planning Commission work session on September 28, 2022, to discuss the proposed Zoning Code text amendment in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 12, 2022, and provided a recommendation to City Council on proposed Zoning Code text amendment; and

WHEREAS, the Council has read and considered the staff report prepared by the Planning and Development Services section of the Community Development division and all attachments to those reports, and the Council finds that the proposed Zoning Code text amendment is in conformance with the General Plan, and the findings of Section 10- 20.50.040 of the Flagstaff Zoning Code have been met; and

WHEREAS, that certain document known as *"PZ-19-00248 Updates to Zoning Code – Outdoor Lighting Standards"*, one (1) paper copy and one (1) electronic copy of which are on file with the City Clerk in compliance with A.R.S. § 44-7041, was declared to be a public record by Resolution No. 2022-51.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

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

SECTION 2. That certain document known as "PZ-19-00248 Updates to Zoning Code – Outdoor Lighting Standards", one (1) paper copy and (1) electronic copy are on file in the office of the City Clerk of the City of Flagstaff, Arizona, which document is declared a public record by Resolution No. 2022-51 of the City of Flagstaff, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance and its provisions are hereby declared to amend the Flagstaff City Code, replacing and superseding the existing relevant provisions of the City Code, as set forth therein.

SECTION 3. The amendment is consistent with and conforms to the goals of the Regional Plan

(General Plan).

SECTION 4. The amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 5. The amendment is internally consistent with other applicable provisions of this Zoning Code.

SECTION 6. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 7. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 8. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 9. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

OUTDOOR LIGHTING
ZONING CODE TEXT AMENDMENT
PUBLIC PARTICIPATION PLAN

I. PURPOSE

The primary purpose of this Zoning Code Text Amendment is to update the Outdoor Lighting Zoning Code, related development standards and other related modifications to address the Joint Land Use Study (JLUS) implementation strategies, remove conflicts and simplify the requirements.

This Public Participation Plan will service as the guiding methodology to provide opportunities to the public to participate and provided public comments regarding the proposed Zoning Code Text Amendment.

II. WORK GROUP

The primary purpose of this the work group is to review the draft amendment to verify that it addresses JLUS study prior to beginning public outreach. The workgroup is anticipated to include the following persons:

Dan Symer
Tiffany Antol
Genevieve Pearthree
Christina Rubalcava
Dan Folke
Reggie Eccleston
Mark Stento
Mary Beth Dreusike
Frederick Vrba
Stephen Williams
Christian Luginbuhl
Jeffrey C. Hall

III. PUBLIC OUTREACH

After the work group finalized a draft of the Outdoor Lighting Standards amendment. Staff completed the following efforts to reach out for public input on the proposed amendment prior to scheduling work sessions or public hearings:

- Direct contact with known electrical and lighting contractors was made via email to solicit feedback on the proposed amendment.
- Notice about the proposed amendment was added to all water bills during the month of July.
- Staff had an article about the proposed amendment published in the Flagstaff Business News July 2022 edition.
- A direct mailing to all commercial property owners in Lighting Zone III (approximately 600 owners) with notice of the proposed amendment and invitation to an Open House to discuss the amendment.
- Staff held an Open House meeting on August 4, 2022, 5:30 p.m. at the Flagstaff Public Library (Downtown) to discuss the amendment. One member of the public attended the open house.

IV. Required Work Sessions and Public Hearings

The Zoning Code's required Citizen Review work session with the Planning and Zoning Commission will be held at least 14 days prior to the Planning and Zoning Commission's public hearing to provide a recommendation to the City Council on the proposed Zoning Code Text Amendments. Also, a work session with the City Council will be held at least 14 days prior to the City Council's public hearing on the proposed Zoning Code Text Amendments.

City Council Work Session – September 27, 2022, 3:00 p.m.

Planning and Zoning Commission Work Session - September 28, 2022, 4:00 p.m.

Planning and Zoning Public Hearing – October 12, 2022, 4:00 p.m.

City Council Public Hearing – November 1, 2022, and November 15, 2022, 3:00 p.m.

V. Methodology of Public Notice

Notification to public will be provided in several methods. These will include:

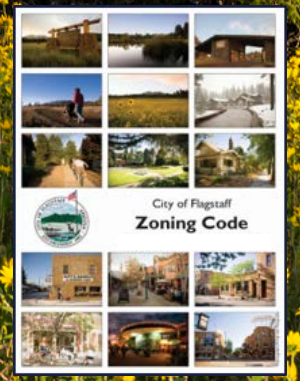
- First class mail notices will be sent to all on the interested parties/notification list on file with the Planning and Development Services a minimum of 15 days prior to any neighborhood meeting and public hearings.
- Eighth-page ads in the Arizona Daily Sun will be published at least 15 days prior to any required work sessions and public hearings.
- Email notices to regular of the work sessions and public hearing will be provided to contractors, electrical engineers and lighting designers that submit regularly to the City.
- Notifications on the Zoning Code Amendment webpage will be provided.
- The City Council and Planning and Zoning Commission meeting and work session agendas that include this amendment will be posted at the City Hall and on the City website.

Amendment to Zoning Code Division 10-50.070 Outdoor Lighting Standards

PZ-19-00248

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Outdoor Lighting Standards

City's Proposed Zoning Code Text Amendment

Amend the Zoning Code in accordance with the Joint Land Use Study (JLUS) to:

- **Extend Lighting Zone 2 in Flagstaff to cover all of existing Lighting Zone 3**
- **Modernize measurement of absolute lumens for LEDs**
- **Revise residential average use standard**
- **Update design standards to encourage overhang or canopy mounting for outdoor lighting in Lighting Zone 1**

Outdoor Lighting Standards

Staff Recommendation

Findings for Zoning Code Text Amendments:

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Outdoor Lighting Standards

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

- The Regional Plan specifically supports the preservation of dark skies in Flagstaff.
- Dark skies have been a priority for Flagstaff for over three decades.
- This code amendment reflects recent planning efforts to preserve astronomical facilities in the Flagstaff region.

Outdoor Lighting Standards

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

- The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Outdoor Lighting Standards

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

- The proposed amendment revises the entire Outdoor Lighting Standards Division of the Zoning Code.
- In addition, definitions associated maps, signage, and legal nonconforming standards have ben updated to coordinate with the rewrite of this division.
- All these changes in combination maintain the internal consistency of the Zoning Code.

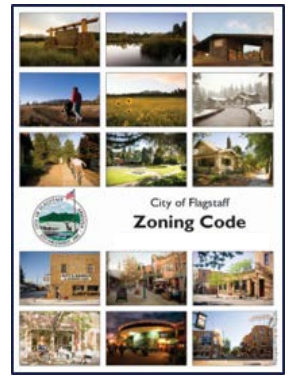
Outdoor Lighting Standards

Recommendation

Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, make a recommendation to the City Council for approval of the Zoning Code Text Amendment.

Outdoor Lighting Standards

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-28: An Ordinance of the City Council of the City of Flagstaff, Coconino County, Arizona, amending the Flagstaff City Code, Title 10, Flagstaff Zoning Code, Section 10-90.40.030 Rural Floodplain Map, to change the map designation of approximately 7.76 acres of real property from Rural Floodplain to Urban Floodplain on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street; providing for severability and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-28 by title only for the final time
2) City Clerk reads Ordinance No. 2022-28 by title only (if approved above)
3) Adopt Ordinance No. 2022-28

Executive Summary:

This request is for a Zoning Code Text Amendment to amend Section 10-90.40.030 of the Zoning Code, the Rural Floodplain Map, to change the map designation of approximately 7.76 acres from Rural Floodplain to Urban Floodplain on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street.

Financial Impact:

There are no anticipated financial impacts affiliated with the proposed Zoning Code Text Amendment.

Policy Impact:

There are no anticipated policy impacts affiliated with the proposed Zoning Code Text Amendment.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

Promote, protect & enhance a healthy, sustainable environment & its natural resources.
Ensure the built environment is safe through the use of consistent standards, rules & regulations, & land use practices.

Carbon Neutrality Plan

Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.

Regional Plan

Staff's analysis of the Regional Plan's goals and policies is included below under Key Considerations under the Zoning Code Text Amendment Criteria hearing, Finding #1 of this report.

Has There Been Previous Council Decision on This:

There has not been a previous City Council decision on this ordinance.

Options and Alternatives:

The City Council may adopt, modify, or deny the proposed amendment.

Background/History:

The Zoning Code includes a Resource Protection Overlay (RPO) that was originally adopted in June 1999 and applied to vacant parcels greater than five acres at the time of adoption. The purpose of the RPO is to provide standards for the protection of natural resources, including floodplains, steep slopes, and forest. The requirements are meant to ensure that proposed development is consistent with the character of its natural surroundings. Floodplains (both Rural and Urban) are the highest priority resource to be protected on a site. Floodplains are categorized as either urban or rural based on the descriptions below.

1. **Urban Floodplains.** All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns, provided that all necessary requirements of the City's *Stormwater Regulations* as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged, and a justification must be provided prior to any approval of undergrounding.

2. **Rural Floodplains.** Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.40.030, Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors.

The proposed amendment is to change the map designation of approximately 7.76 acres from Rural Floodplain to Urban Floodplain. The applicant's request is specific to their parcel APN 101-28-005H. The Rural Floodplain encumbers approximately 1.96 acres of the applicant's 3.35-acre parcel. The applicant contends that the existing floodplain has been altered by adjacent development making the Rural Floodplain designation incongruent with the description provided in the Zoning Code. The applicant states that the correct designation is Urban Floodplain. The applicant is only requesting this designation be changed on their property. Staff believes that if the adjacent floodplain areas have been altered as is described in this application, they also no longer meet the description of Rural Floodplain and have included these areas as part of the Zoning Code Text Amendment.

This area of Rural Floodplain is bounded on the north by W Forest Avenue. The floodplain bisects two parcels of land owned by Northern Arizona Healthcare (NAH). The floodplain is primarily located on land owned by the City of Flagstaff running in between the NAH properties, however, portions of the floodplain still overlap one of the parcels owned by NAH. As the floodplain moves further south it encumbers another parcel owned by NAH. NAH has provided written support to join this application (see attachment). Beyond the NAH parcels is a parcel that is occupied by the Flagstaff YMCA. A portion of this parcel (most of which is encumbered by the floodplain) has been dedicated to the City of Flagstaff as right-of-way. The applicant's parcel is directly south of the YMCA and the City right-of-way. There are two additional vacant properties (owner has also submitted a letter to be included in this application) and the Northland Hospice site at the southern extent of this floodplain.

The applicant states as part of their concept plan narrative that the project site is challenging due to constraints across the entire parcel including man-made slopes from the Switzer Canyon Road fill slope as well as moderate to dense tree coverage and 1.96 acres of the total site are within the Rural Floodplain. This leaves approximately 1.39 acres to hit a minimum density of 34 units. The applicant's property is currently zoned High Density Residential and is located within the RPO. The minimum density required is 10 units per acre (3.35 x 10 = 33.5 or 34 units). The maximum density allowed for a parcel outside of an activity center and within the RPO is 22 units per acre (3.35 x 22 = 73.7 or 74 units). The applicant is proposing to develop approximately 0.36 acres of the designated Flood Fringe (within the 100-year floodplain outside of the floodway) leaving the remaining 1.37 acres as undisturbed open space. Residential development within the 100-year floodplain is required to be constructed so that the finished floor of livable space is a minimum of one foot above the 100-year floodplain as determined by the FEMA flood maps. The applicant's proposed residential design includes two floors of livable space above a bottom floor garage which would assist with these elevation requirements.

Existing and potential development on the surrounding parcels based on existing zoning includes the following:

- APN 101-01-020A – Owned by Northern Arizona Healthcare (NAH), zoned Highway Commercial (HC), currently vacant; this site could allow either commercial or residential development. This zoning category allows one of the highest density and intensity of development.
- APN 101-28-005G – Owned by NAH, zoned High Density Residential (HR), currently vacant, 4.86 acres; could be developed with 107 residential units or medical offices with a conditional use permit.
- APN 101-28-005K – Owned by Valley of the Sun Young Men's Christian Association; has been developed with the current Flagstaff YMCA facility.
- APN 101-28-013A – Owned by Testan Properties LLC, zoned Single-Family Residential (R1), currently vacant, .72 acres; could have four residential units.
- APN 101-28-013B – Owned by Testan Properties LLC, zoned Single-Family Residential (R1), currently vacant, .71 acres; could have four residential units.
- APN 101-28-013D – Owned by Northland Hospice, zoned Single-Family Residential (R1), currently developed with Northland Hospice facilities.

Key Considerations:

An application for a Zoning Text Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted or denied.

A Zoning Code Text Amendment shall be evaluated based on the following findings:

A. <u>Finding #1:</u>The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

The proposed amendment is to resolve a conflict in the Rural Floodplain Map. The existing Switzer Wash within the subject area has been significantly altered through various development projects over time and no longer meets the intent and purpose of the Rural Floodplain. This amendment will change the designation from Rural Floodplain to Urban Floodplain. The Regional Plan does not specifically address Rural versus Urban Floodplain as described in the Zoning Code.

Floodplains in general are considered environmentally sensitive lands which are covered in the Regional Plan on page IV-16. The plan states, "These areas contain critical resources and require special consideration in the development design and review process." The following goals and policies apply to this application:

Goal E&C.7 Give special consideration to environmentally sensitive lands in the development and review process.

- Policy E&C.7.1. Design development proposals and other land management activities to minimize the alteration of natural landforms and maximize conservation of distinctive natural features.
- Policy E&C.7.2. Favor the use of available mechanisms at the City and County level for the preservation of environmentally sensitive lands, including but not limited to public acquisition, conservation easements, transfer of development rights, or clustered development with open space designations.

Development in Floodplains is regulated by Title 12 of the Flagstaff City Code entitled Floodplains, which is managed through our Stormwater Program as part of the Water Services Division. No new structure or development is permitted to be constructed without full compliance with these regulations. Development standards in the flood fringe include proper anchoring (if necessary), flood resistant materials and construction methods, and elevation and flood proofing requirements. If the applicant's proposed development moves forward, they will be required to comply with all portions of these standards which are intended to protect the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions. The applicant's development proposal is also in alignment with the above referenced policies as they attempt to avoid most of the floodplain by clustering the development outside the Flood Fringe. This causes an additional burden on the applicant with the remainder of this site outside the Flood Fringe impacted by slopes and forest resources.

The Environmental Planning & Conservation Chapter of the Regional Plan includes two maps that help identify concentration of natural resources in Flagstaff. Map 7: Significant Natural Resource: Wildlife, Vegetation, Hydrology and Geology identifies the subject areas as a potential site for Riparian Vegetation. A visit to this site shows only Ponderosa Pine and native grasses and typical riparian vegetation. Map 8: Concentration of Natural Resources shows the subject area in the moderate range of resource concentration without further indication of the resource identified in this area. The area is not identified as a Watchable Wildlife Area. Both maps include notes that the indication of natural resources does not preclude private development entitlements.

Other provisions of the Regional Plan that apply to this application are found in the Stormwater and Watershed Management section covered on page VI-14. This section identifies that watercourse preservation and restoration is a critical and necessary part of stormwater and watershed management. The following goals and policies apply to this application:

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

- Policy WR.5.1. Preserve and restore existing natural watercourse corridors, including the 100-year

floodplain, escarpments, wildlife corridors, natural vegetation, and other natural features using methods that result in a clear legal obligation to preserve corridors in perpetuity, where feasible.
- Policy WR.5.3. Identify downstream impacts as the result of development and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.

If this floodplain's watershed were impacted by fire in the future increasingly the likelihood of flooding in the area, beyond what has already been identified, the City would be limited in managing this floodplain area because of the Rural Floodplain designation. Staff believes the best possible result for this area would be to see the existing floodplain restored and preserved. The possibility of making that a reality due to land ownership, parcel configuration, and existing development is limited. Lastly, any new construction will be required to comply with existing Floodplain regulations that would address the issues with downstream impacts.

The proposed amendment can be found consistent and conforms to the objectives and policies of the Regional Plan. There are no specific plans that cover this area.

B. Finding #2: The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. This amendment will resolve a conflict in the Rural Floodplain Map.

C. Finding #3: The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The current indicated area is inconsistent with the description of Rural Floodplains. Rural floodplains are described as "…natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources." The Zoning Code describes the Urban Floodplain as watercourses "…in urbanized areas [that] have typically been altered from their natural state by channelization." The applicant has provided a biological evaluation of the Switzer Wash in the subject area prepared by Natural Channel Design, Inc. in 2003. The report states the following: "The primary limiting factors to the biological and physical functions of Switzer Creek are direct manipulations of the channel and floodplain during past construction of surrounding roads, utility pipelines, and other infrastructure. In several places the channel and floodplain have been significantly narrowed and/or completely realigned. Large rock has been added to the banks and channel presumably to minimize erosion. Extensive spoil piles limit access to the active floodplain. Steep road embankments contribute to increases sediment supplies. Channel realignments have pushed the channel into dense thickets of Ponderosa pine. The cumulative impact of these modifications limits the function of the riparian system." The proposed amendments enhance the Zoning Code's internal consistency by resolving a conflict on the Rural Floodplain Map pertaining to the subject property.

Community Involvement:

In accordance with State Statute and the Zoning Code, the Planning and Zoning Commission work session and public hearing for this amendment was advertised in the Arizona Daily Sun on September 10, 2022. Also, persons of interest that are on file with the Planning and Development Services Section were notified of the work sessions and hearings via first class mail. The applicant also held a neighborhood meeting inviting all property owners within 300 feet. The meeting was held on August 25 th from 10:00 a.m. to noon on the parcel. Approximately 24 members of the public attended the meeting but only 11 attendees signed in. Concerns presented included the following:

- Concerns that a change from Rural to Urban would open the possibility of further channelization of water through the area and prevent it from soaking into the water table that provides our drinking water.

- Concerns that a change from Rural to Urban would create flooding concerns for businesses and residencies downstream from the location.
- Concerns that a change from Rural to Urban would impact wildlife that uses the area as a corridor.

Staff was contacted by several community members requesting additional information about the application. As of the preparation of this report, staff has received eight public comments via email, which are attached to this report.

Attachments:

Application
Zoning Code Text Amendment Narrative
Letter from Northern Arizona Healthcare
Letter from Testan Properties LLC
Regional Plan Map 7
Regional Plan Map 8
Citizen Participation Plan
Public Comments
Ord. 2022-28
Exhibit A
Presentation

CITY OF FLAGSTAFF	**Zoning Code Text Amendment** Application Checklist

Minimum Submittal Requirements:
As part of the Pre-application Meeting (required), the Zoning Code Manager, or designee, will identify those items from this application checklist that will be required for Zoning Code Text Amendment application submittal. An application that does not include all required items will not be accepted. By signing the application, the applicant acknowledges that all required documents/information are included within the application.

If you have any questions regarding the information above or items indicated on this checklist, please contact the Zoning Code Manager, or designee indicated in the contact information listed on Page 3 of this checklist.

PART I – GENERAL REQUIREMENTS

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below
Reqd	Subd	
☒	☐	**I.1 Zoning Code Text Amendment Application Checklist** (this list)
☒	☐	**I.2 Application Fee** Base fee $ 3265 (same as the small scale rezoning base fee) * **The application fee provided is based on the current fee schedule adopted by the City Council and is subject to change without notification. The applicant shall pay the fee applicable at the of the application submittal.**
☒	☐	**I.3 Completed Application for Zoning Code Text Amendment** – 1 copy The application must be signed by the applicant and the current property owner of record. If the property owner is unavailable to sign the application, a Letter of Authorization must be submitted.
☒	☐	**I.6 Citizen Participation Plan** – 1 copy ☒ A plan identifying the methodology the applicant intends to use to notify the public, and when required, conduct a neighborhood meeting. The plan shall include: ☐ 1. The dates, times, and locations of the neighborhood meeting(s). The applicant shall hold a minimum of _____ neighborhood meeting(s), that is/are separate from a work session with the Planning and Zoning Commission. ☐ 2. A copy of the published advertisement(s) for the neighborhood meeting. The applicant shall publish a 1/8-page advertisement in the local newspaper a minimum of 10 days, and not more than 14 days prior to the date of the neighborhood meeting. The advertisement shall include the applicant's contact information, a summary of the Zoning Code amendment, and the dates, times, and locations of the neighborhood meeting(s). ***The Zoning Code Manager, or designee, shall approve that advertisement before it is sent to the newspaper for publication.*** (Contact the Arizona Daily Sun newspaper for publishing deadlines.) ☐ 3. A copy of the letter sent to all persons on the City's notification registry for a Zoning Code Text Amendment, and the mailing addresses of all persons that the letter was sent to. The applicant shall notify all persons on the City's notification registry for a Zoning Code Text Amendment of their proposed amendment by 1st Class Letter. The letter shall include the applicant's contact information, a summary of the Zoning Code amendment, and: ☐ a. the dates, times, and locations of the neighborhood meeting(s). ☐ b. legislative draft of the proposed zoning code text amendment. ☐ 4. A copy of the letter sent to all property owners within _____ the property, the mailing addresses of the property owners that the letter sent to, and a map showing the location of properties there were notified. The letter shall include the applicant's contact information, a summary of the Zoning Code amendment, and: ☐ a. the dates, times, and locations of the neighborhood meeting(s). ☐ b. legislative draft of the proposed zoning code text amendment. ☒ 5. A report of the status and results of the any communication and comments received from the public, including the neighborhood meeting (when required), and the applicant's proposed resolution to comments received. ☒ 6. Methods to keep the Director informed of the status and results of the any communication and comments received from the public. The Director, or designee, may request written report pertaining to any communication and comments received from the public prior to scheduling a work session, or hearing, before the Planning Commission.

☒	☐	**I.10 Electronic Submittal** – 1 copy An electronic copy of all submitted information (.pdf format)

PART II – CONCEPT ZONING CODE TEXT AMENDMENT

Staff Use Only		**Description of Documents Required for a Complete Application.** No Application will be accepted without all items marked below.
Reqd	Subd	
☒	☐	**II.1 Project Narrative** – 5 copies The narrative shall include the following: • Project title and date. • The reason for the request. • List and respond to each of the required Zoning Code findings for Text Amendments, which are: (1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan; (2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and (3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code. • An analysis of how the proposed amendment will benefit the community. • Any additional information the applicant would like add in support of the requested amendment.
☒	☐	**II.2 Legislative Draft of the Proposed Zoning Code Text Amendment** – 5 copies

PART IV – OTHER SUBMITTAL RQUIREMENTS

Staff Use Only		**Description of Documents Required for Complete Application.** No application shall be accepted without all items marked below
Reqd	Subd	
☐	☐	**IV.1 Other Requirements** Please provide the following: _____ _____ _____ _____ _____ _____ _____

PART V – ZONING CODE MANAGER, OR DESIGNEE

No application shall be accepted without a Zoning Code Manager's, or designee's, signature below.

V.1 Zoning Code Manager or designee Contact Information
If you have any questions regarding this application checklist, please contact the Zoning Code Manager or designee.

Name (print): _____ **Phone:** _____

E-mail: _____@flagstaffaz.gov **Date:** _____

Signature: _____

City of Flagstaff

Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618
F: (928) 213-2609

Date Received	**Application for Zoning Code Text Amendment**	File Number

Applicant(s)/Property Owner(s)	Title	Phone	Email
MATT PEACE	OWNER	928-699-1245	MATT@DARKSKYCAPITAL.COM
Mailing Address 6086 BARNEY DR FLAGSTAFF AZ 86004		City, State, Zip	
Representative (If applicable)	Title	Phone	Email
STEVEN HOLLOWAY	OPERATIONS	928-814-3134	STEVE@DARKSKYCAPITAL.COM
Mailing Address 3365 N. MONTE KISTA FLAGSTAFF AZ 86004		City, State, Zip	

Property Address	City, State, Zip
800 N. SWITZER CANYON DR.	FLAGSTAFF AZ 86001

Application Name:	
Zoning Code Text Amendment	
Chapter Name and Number:	ZONING CODE CHAPTER 10
Division Name and Number:	FLOODPLAINS; DIVISON 9D
Section Name and Number:	APPLICABILITY SECTION. 040
Chapter Name and Number:	
Division Name and Number:	
Section Name and Number:	
Chapter Name and Number:	
Division Name and Number:	
Section Name and Number:	

Additional Information:

Owner's Signature (required)	Date:	Representative Signature (If applicable)	Date:

For City Use

Date Filed:	File Number(s):	Fee Receipt Number:
P & Z Hearing Date:	Publication and Posting Date:	Amount:
Council Hearing Date:	Publication and Posting Date:	Date:
Received by:	Comments:	

Narrative for Switzer Canyon Parcel Floodplain

Zoning code Text Amendment

Date: April 21, 2022

To: Zoning Code manager COF

From: AXXO LLC

Re: Floodplain Zoning Code Text Amendment

The purpose of this narrative is to support the request for a Zoning Code Text amendment to revise the floodplain designation on private parcel (**APN: 10128005H**) from a Rural Floodplain to an Urban Floodplain.

The private parcels

Per the COF Zoning code Rural flood plain map, the flood plain on the subject parcel are designated as a rural flood plain. Per the COF Zoning code, Rural flood plains are defined as natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Please see exhibit 2 for the Rural Floodplains within the city of flagstaff.

All water courses and associated floodplains not defined as Rural Floodplains are Urban Floodplains which are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban Floodplains may be altered to address conveyance and erosion concerns.

It is the opinion of the owner that the flood plain has been altered and channelized from previous developments, was incorrectly designated, and should be re-defined as urban flood plain per the definition in the Zoning Code for Urban Flood plains and per the historical and current nature of the wash.

Based on the research of the history of Switzer Canyon wash, we find that is has been channelized.

See exhibit 1: Photos of a channel of trees approximately 30 feet wide that were removed during the installation of a city water line. Large rock and debris were piled into a berm to the eastern edge of the channel of removed trees and city water line.

See exhibit 2: Photo of defined channel with banks on parcel # 10128005H

See exhibit 3: Photos of the man-made embankment on the eastern edge of Switzer wash on parcel #10128005H. The edge of the wash on this parcel has the city sewer line installed underneath embankment

and there is existing evidence of large boulders and parts of an old sidewalk and curb pieces stacked up to approximately 10 feet tall along the edge of Switzer wash.

See exhibit 4: The preliminary Grading and Drainage plan for the YMCA Depicting the location of the detention pond, the current FEMA (NFHL viewer) Showing the approximate location of the detention pond located inside of the Rural Floodplain and a photograph of the existing detention pond.

See exhibit 5: The current FEMA (NFHL viewer) showing the Introduction of a culvert at the crossing of the flood plain at the YMCA property (**APN: 10128005K**). The image depicts the width of the Floodplain as approximately 68 feet and the photograph of the 16-foot culvert that flows under the bridge clearly indicating there is channelization.

See exhibit 6: The current FEMA (NFHL viewer) showing the approximate location of the retention wall built up inside the Floodplain on the back side of the Olivia White Hospice home and a photograph of the existing retention wall that has introduced channelization.

See exhibit 7: The COF Rural Floodplain map show an Urban Floodplain upstream that flows into this area.

Exhibit 8: Photo of man-made embankment along the eastern bank of the wash where the sewer lines have been buried.

Switzer Canyon Wash, which contains a FEMA designated floodplain and floodway. The floodplain is also designated Rural by the City of Flagstaff, although the same floodplain is designated urban both up and downstream of this stretch. Multiple parcels along this stretch of floodplain have been developed in and along the floodplain by elevating building pads out of the true drainage path. There have also been substantial disturbances by underground utilities including the 15" Switzer Canyon Trunk Sewer and the 16" Switzer Canyon Water Line. And more recently a roadway crossing to the north that constricts runoff through a culvert, negating any true floodplain characteristics.

A Design Report and Biological Evaluation was completed by Natural Channel Design in 2003 that concluded that due to development and the ephemeral nature of the stream this area does not contain suitable habitat for any federally listed species.

Findings: Zoning code Section 10-20.50.040F.1.b Findings for the Text Amendment.
1. The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

Following in the list of the applicable goals and policies that will be met by this proposed project:

Policy E&C.3.3. Invest in forest health and watershed protection measures.

Response: The trees in in the Floodplain will be preserved to meet the Natural Resources Protection Plann (NRPP) requirements, thereby preserving forest health. Channelizing the flow also reduces erosion head cutting and promotes forest health.

Policy E&C.6.3. Promote protection, conservation, and ecological restoration of the region's diverse ecosystem types and associated animals.
Response: Preserving the trees, supplementing the soil in the flood plain with Atriplex canescens seeds and

Schizachyrium scoparium seeds will result in the restoration of the region's natural vegetation ecosystem and associated wildlife habitat.

Policy E&C.6.4. Support collaborative efforts to return local native vegetation, channel structure and, where possible and applicable, preservation and restoration of in-stream flows to the region's riparian ecosystem.
Response: The soil supplementation with the spreading of Atriplex canescens seeds and Schizachyrium scoparium seeds which are listed in the Appendix 3 City of Flagstaff landscape plant list as has having soil stabilization characteristics will help promote a drainage corridor for a heathier riparian ecosystem along the channel of the subject area.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

2. The proposed Amendment is internally consistent with other applicable provisions of the Zoning Code.

Response: The proposed Amendment is to revise the floodplain on private parcel and is not detrimental to the public interest, health, safety or welfare of the City. The proposed change will provide an opportunity to the owner to address erosion, head cutting and transporting sediment further downstream in the watershed which

further enhances ecosystem heath, water quality, restores natural, riparian and wildlife habitat. As discussed above the amendment is in conformance to many of the polices of the City's general plan.

3. The Proposed amendment is internally consistent with other applicable provisions of the Zoning Code

Response: The proposed amendment is internally consistent with all other applicable provisions of the Zoning code. The development procedures will conform to City's Zoning Code requirements for Commercial Developments.

Thus, we believe that the Rural Floodplain through the subject site (Map Panel #04005C6809G), Switzer Canyon wash due to previous private development has channelized the drainage from its historic condition and cannot be considered a Rural Floodplain as a "natural undisturbed space". Therefore, we request that the floodplain designation on the subject site to be revised to an Urban Floodplain via a Zoning Code Text amendment.

Map of Exhibits:

arcgis.com/apps/webappviewer/index.html?id=868170827e4443d2be37eb60562446ae
Coconino County Parcel Viewer
Parcel Viewer How-To Guide
Coconino County GIS Info
Other Coconino County GIS Maps
Channel of trees removed during the installation of the city water main
Exhibit 1

Exhibit 1
Channel of trees cut out during
installation of City water line

Exhibt 1
Berm introduced during the installation of city water main

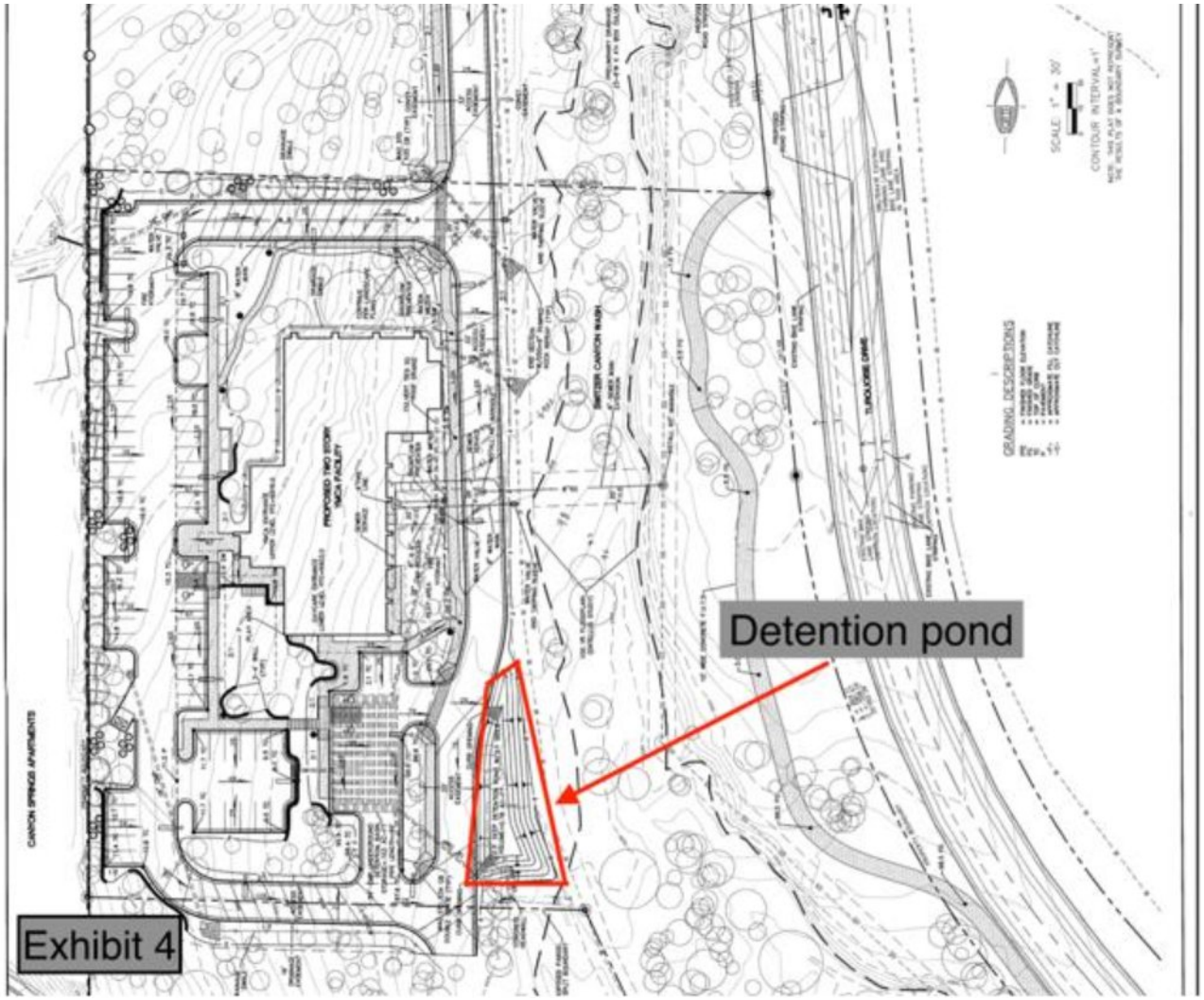
Exhibit 1
City Water main
Berm of rock
that runs the length
of the channel of trees
Next to the water main

Exhibit 1
CAUTION
WATER VALVE
BEFORE DIGGING
City Water main

Exhibit 2
Bank approximatley 20 inches high
on parcel# 10128005H

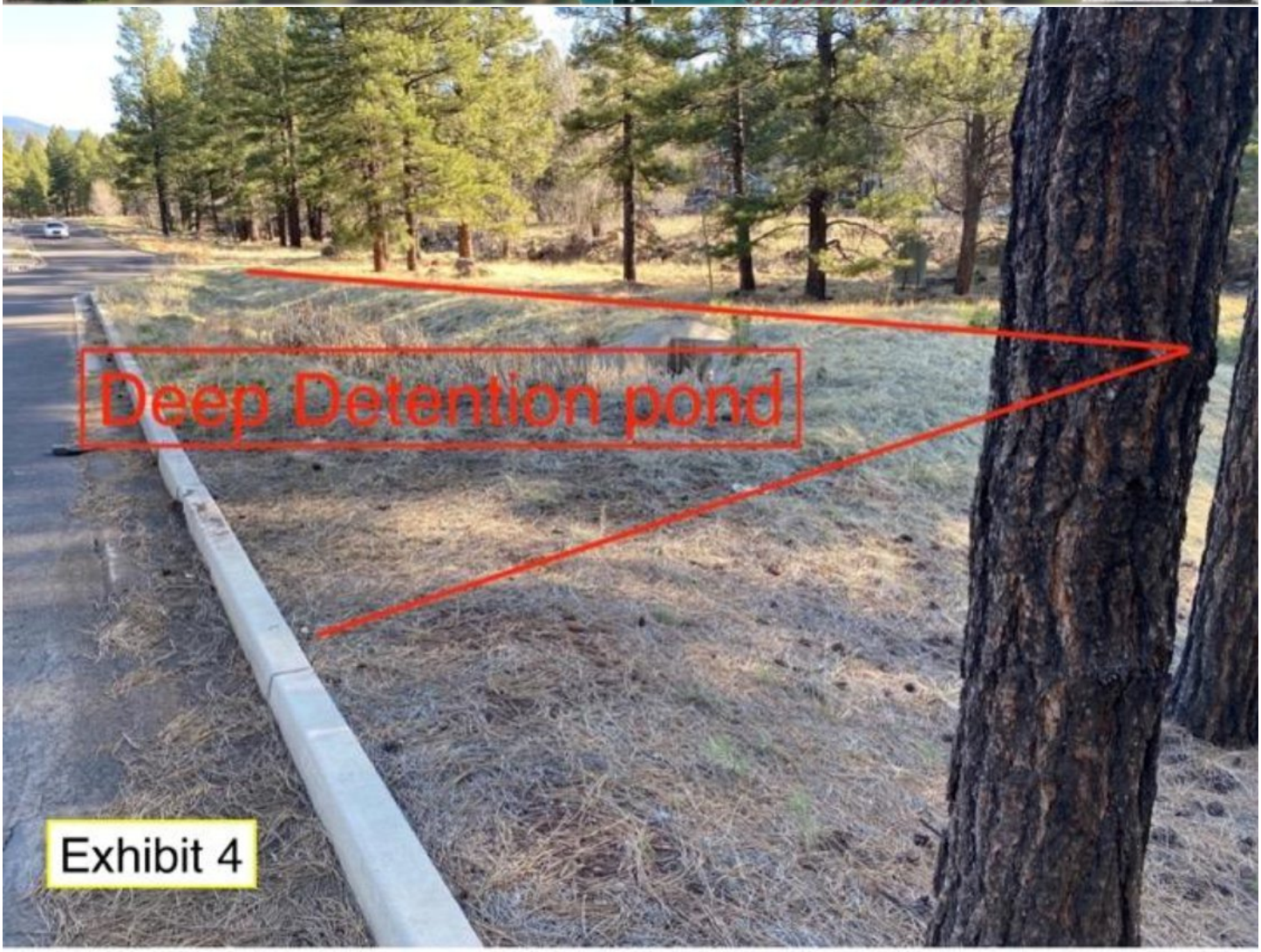
Exhibit 3
Man-Made enbankment
Introduced durning
installation of City
sewer on parcel #
10128005H

Exhibit 3
Manhole
Man-made enbankment introduced during the installtion of City sewer on parcel #10128005H
Manhole


Detention pond
Exhibit 4

Channelization introduced by parking lot drainage through the detention pond.
Exhibit 4

FEMA's National Flood Hazard Layer (NFHL) Viewer
Approximate
Location of Detention pond
Exhibit 4


Deep Detention pond
Exhibit 4

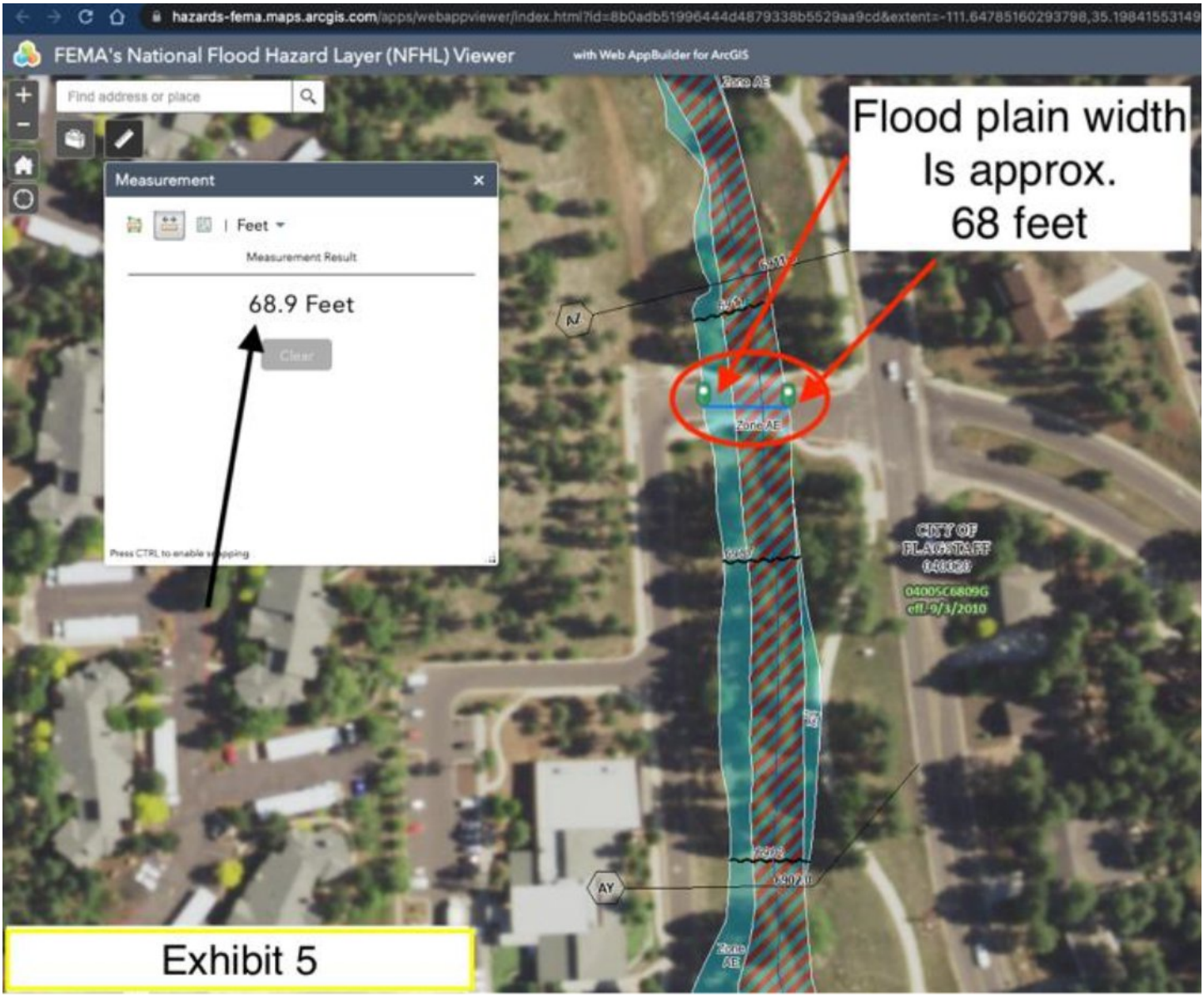

hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-111.64785160293798,35.19841553149
FEMA's National Flood Hazard Layer (NFHL) Viewer
with Web AppBuilder for ArcGIS
Find address or place
Measurement
Feet
Measurement Result
68.9 Feet
Clear
Press CTRL to enable snapping
Flood plain width
Is approx.
68 feet
Zone AE
CITY OF
FLAGSTAFF
040080
0400SC6809G
eff. 9/3/2010
AY
Exhibit 5

Exhibit 5

Retaining Wall
Exhibit 6

FEMA's National Flood Hazard Layer (NFHL) Viewer
Retaining Wall
Exhibit 6

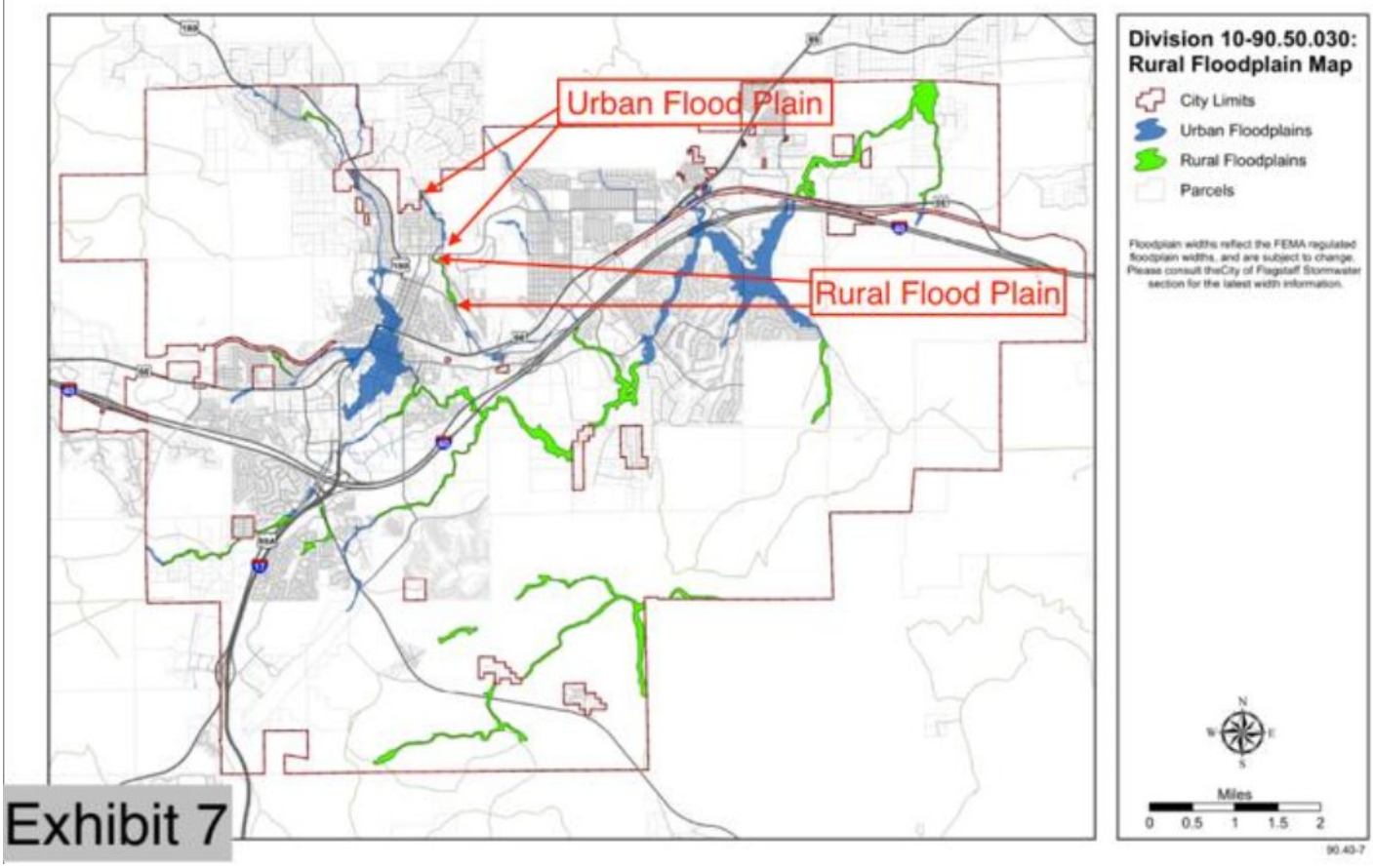

Urban Flood Plain
Rural Flood Plain
Division 10-90.50.030:
Rural Floodplain Map
City Limits
Urban Floodplains
Rural Floodplains
Parcels
Floodplain widths reflect the FEMA regulated floodplain widths, and are subject to change. Please consult theCity of Flagstaff Stormwater section for the latest width information.
N
W
E
S
Miles
0 0.5 1 1.5 2
90.40-7

Exhibit 7

Exhibit 8
Sewer manholes
Man-Made enbankment

Northern Arizona Healthcare
Flagstaff Medical Center • Verde Valley Medical Center

1200 North Beaver Street
Flagstaff, AZ 86001
(928) 779-3366 Flagstaff,

Community Development
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

RE: Zoning Code Text Amendment PZ-22-00021

Dear Tiffany Antol:

Northern Arizona Healthcare (NAH) agrees to remove the Rural Floodplain designation on all NAH owned properties, APNs 101-28-005G and 101-01-020A. NAH further agrees to a Zoning Code Text Amendment (amending the rural floodplain map).

Sincerely,

Steve Elss

Digitally signed by Steve Elss
DN: C=US, E=steven.elss@nahealth.com, O="Northern Arizona Healthcare", OU=VP - Construction & Real Estate, CN=Steve Elss
Date: 2022.07.07 14:23:22-07'00'

Steve Eiss
Vice President
Construction & Real Estate Development
Northern Arizona Healthcare

TESTAN PROPERTIES, LLC
12777 W. Maya Way
Peoria, AZ 85383

August 1, 2022

Tiffany Antol
Zoning Code Manager
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001

Re: APN 101-28-013A and 101-28-013B
780 and 796 N. Switzer Canyon Drive

Dear Ms. Antol:

We appreciate your letter of July 6, 2022 suggesting removal of the rural floodplain map designation in the City of Flagstaff Zoning Code for the above-referenced two parcels of property.

Please include our two (2) parcels of land in the text amendment.

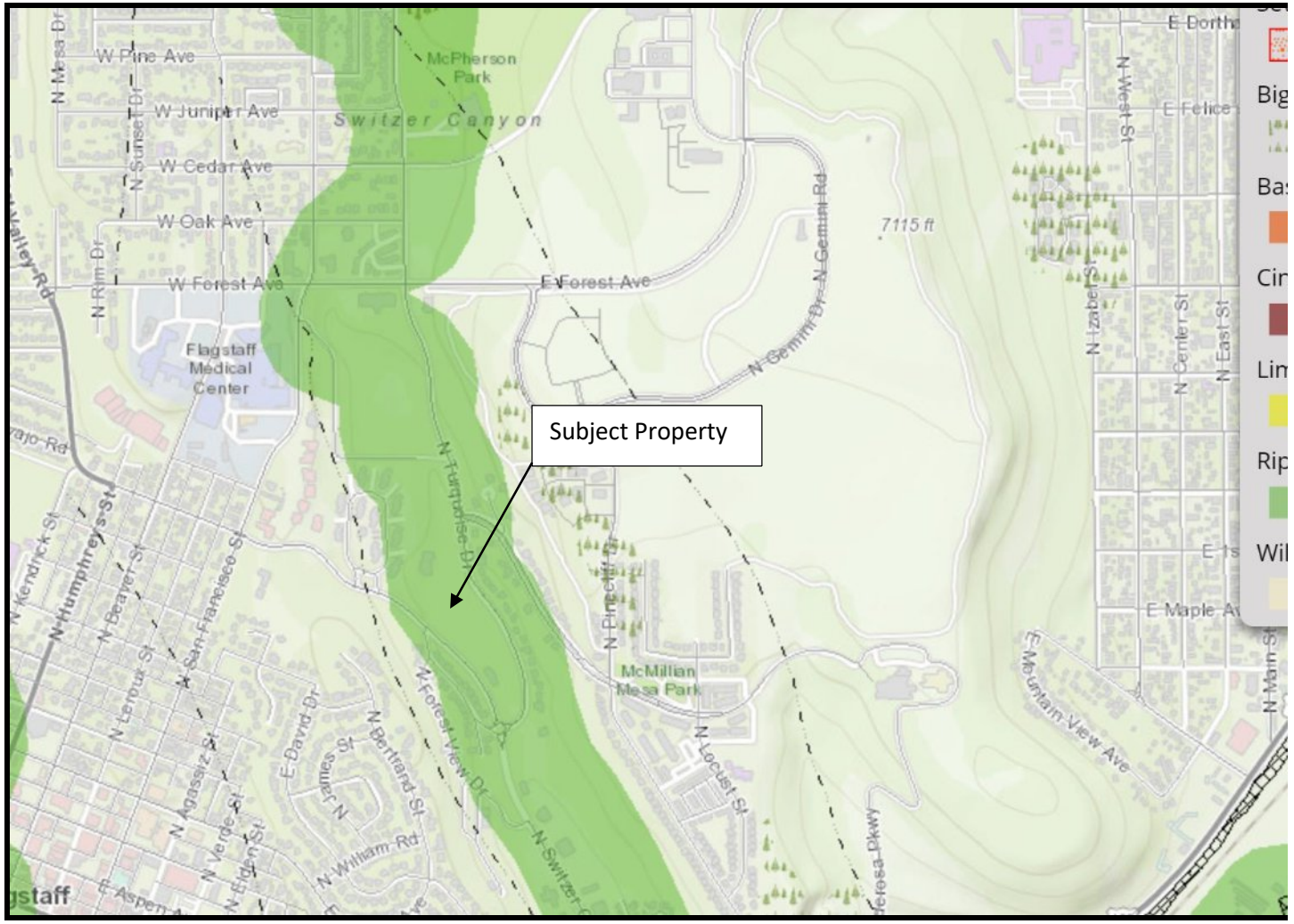
If you need any additional instruction of signature, please advise.

Testan Properties, LLC

Joe Testan, Manager

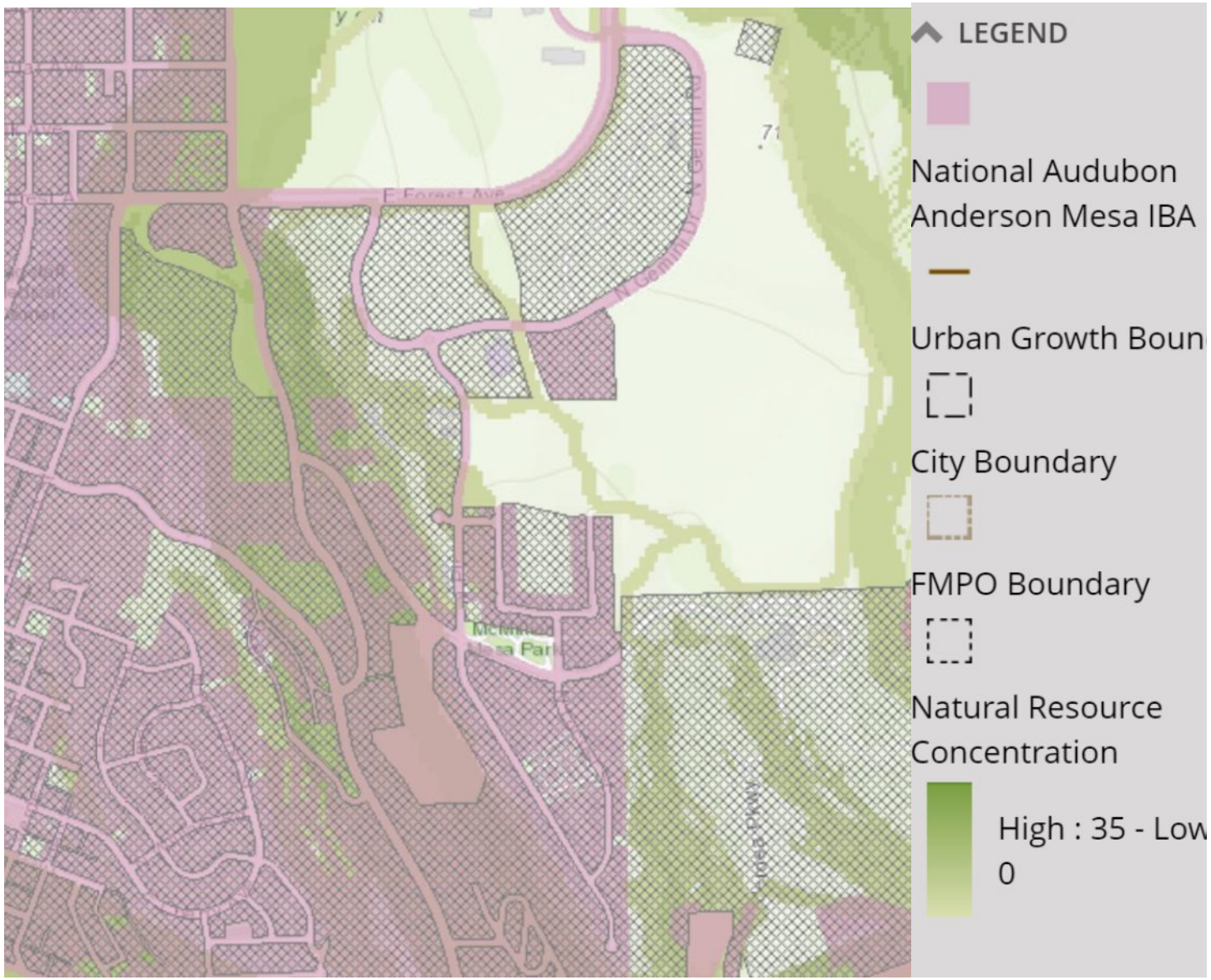
Joe Testan
jtestan@gmail.com
cell 818-389-3327

Michael Mongini
mem@h2m2law.com
cell 928-699-4381



Flagstaff Regional Plan Map 7 – Significant Natural Resources

The subject property is identified as “Potential Riparian Vegetation



Flagstaff Regional Plan Map 8 – Concentration of Natural Resources

Tiffany,
We have completed the public participation meeting at 800 n Switzer Canyon Drive. Overall we had a large turnout with 24 people from the neighborhood in attendance. I arrived early at 9:30, at 10:15 after many people were present I informed them that I would like to collect their names and contact phone numbers so I could report those in attendance back to the City of Flagstaff. Some agreed to provide that information and attached is the list of the 11 attendees that shared their contact information with me. We gathered on the parcel and I explained to everyone that I was there to collect their feedback and had comment cards and pens ready for anyone who would like to provide written feedback. No one offered to provide their feedback in writing.

We had an open conversation from 10:15 until 11:45 when the last people in attendance left. Many people shared their thoughts and feedback and I did my best to address everyone's questions. I explained to everyone that the goal of the meeting was to hear and collect this feedback and that it would be very difficult for me to accurately take note of all of the feedback I was being presented with. For that reason I highly encouraged everyone to email myself you directly with the feedback.

Though many general concerns about overall development of the parcel were raised I felt the main topics presented in regard to the proposed zoning code text amendment where the following:

- Concerns that a change from Rural to Urban would open the possibility of further channelization of water through the area and prevent it from soaking into the water table that provides our drinking water.
- Concerns that a change from Rural to Urban would create flooding concerns for businesses and residencies downstream from the location.
- Concerns that a change from Rural to Urban would impact wildlife that uses the area as a corridor.

There were many more comments and concerns brought up regarding their preference to leave the area undeveloped as an open space that they have come to enjoy looking at and walking through, I expect that you will receive many emails from attendees about these matters.

I have attached the following:

- List of attendees
- Previous emails communications that have been sent to me and responded to
- Mailing list

Please advise what the next steps for us would be and if there is any further action needed for the public participation plan.

AXXO
REAL ESTATE DEVELOPMENT GROUP

Steven Holloway
Operations
AXXO

steve@darkskycapital.com
928-814-3134

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

Tiffany Antol

From: Jim McCarthy
Sent: Monday, August 29, 2022 11:48 AM
To: Claire Lears
Cc: Tiffany Antol
Subject: Re: Protect Switzer Canyon Wash Watershed from 100 year Floodplain Development

Claire, if this would require a zoning code text amendment as you note, it would go to council for approval. I assure you that before I approve anything that affects floodplains or the potential for more residential flooding, I will be very careful. Thank you for your note.

Jim McCarthy

From: Claire Lears <claire.lears@gmail.com>
Sent: Monday, August 29, 2022 9:39 AM
To: Mayor and Council <council@flagstaffaz.gov>
Subject: Protect Switzer Canyon Wash Watershed from 100 year Floodplain Development

Some people who received this message don't often get email from claire.lears@gmail.com. Learn why this is important

Hello,

I live & own a home in Switzer Canyon and our neighborhood/community was recently made aware of a request for a zoning code text amendment to revise the floodplain from Rural to Urban for APN: 10128005H so the property can develop townhomes. This property has both a regulated floodplain as well as a 100 year floodplain (zones AE, AE Floodway, and Zone X (see attached image for parcel view). According to the concept narrative the parcel is approximately 3.35 acres with 1.96 acres in the floodplain and also contains.some steep slopes, the plan includes language on building in part of the floodway (if the rural floodplain is changed to urban) and possibly platting off townhomes. I attended a community meeting held by a representative for the property owner (there wasn't anyone from the city there) and it was not very informative and it made me more concerned as there was a comment about how the city may be looking into changing the rural floodplain designation for all of the parcels in that rural floodplain stretch. Those of us at the meeting voiced many concerns some related to the floodplain and also the concept plan and we aren't really sure the best way to voice those concerns to the city as it did not seem like this person was really planning to report them to anybody. I and my neighborhood would like a chance to discuss these concerns prior to a decision on the floodplain and the development being made.

The top of the Switzer Canyon Wash watershed is in the dry lakes and is not in a recent burn scar, the dry lakes watershed storms map identifies areas of potential flooding and the rural floodplain lines up with what is shown on the watershed storm map as having a potential to flood. With all the flooding around town related to burn scars, I think changing the designation from rural to urban is a bad idea as it will allow the developer to build in the 100 year floodplain, as right now it is not allowed due to the rural designation. What happens to the homes built there in the future when there is a 100 year storm event combined with a post wildfire flood scenario?

If the designation is changed from rural to urban I would like to see the floodway protected to prevent future flooding and protect the riparian vegetation. This parcel is identified in the 2030 regional plan as having significant natural resources for riparian vegetation. Also this parcel does not fall into any of the activity or pedestrian sheds identified in the 2030 plan.

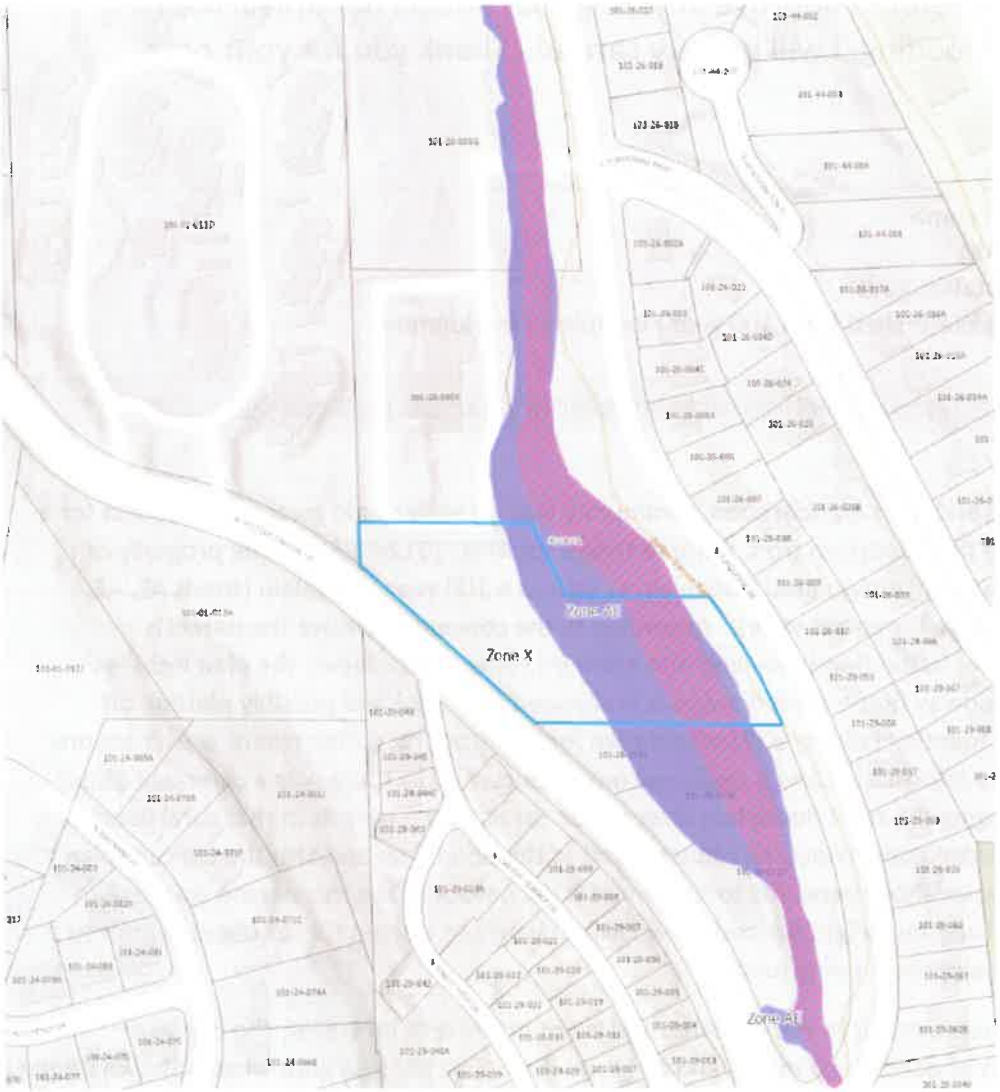
Can a zoning code text amendment for a parcel really be used to revise a rural floodplain?

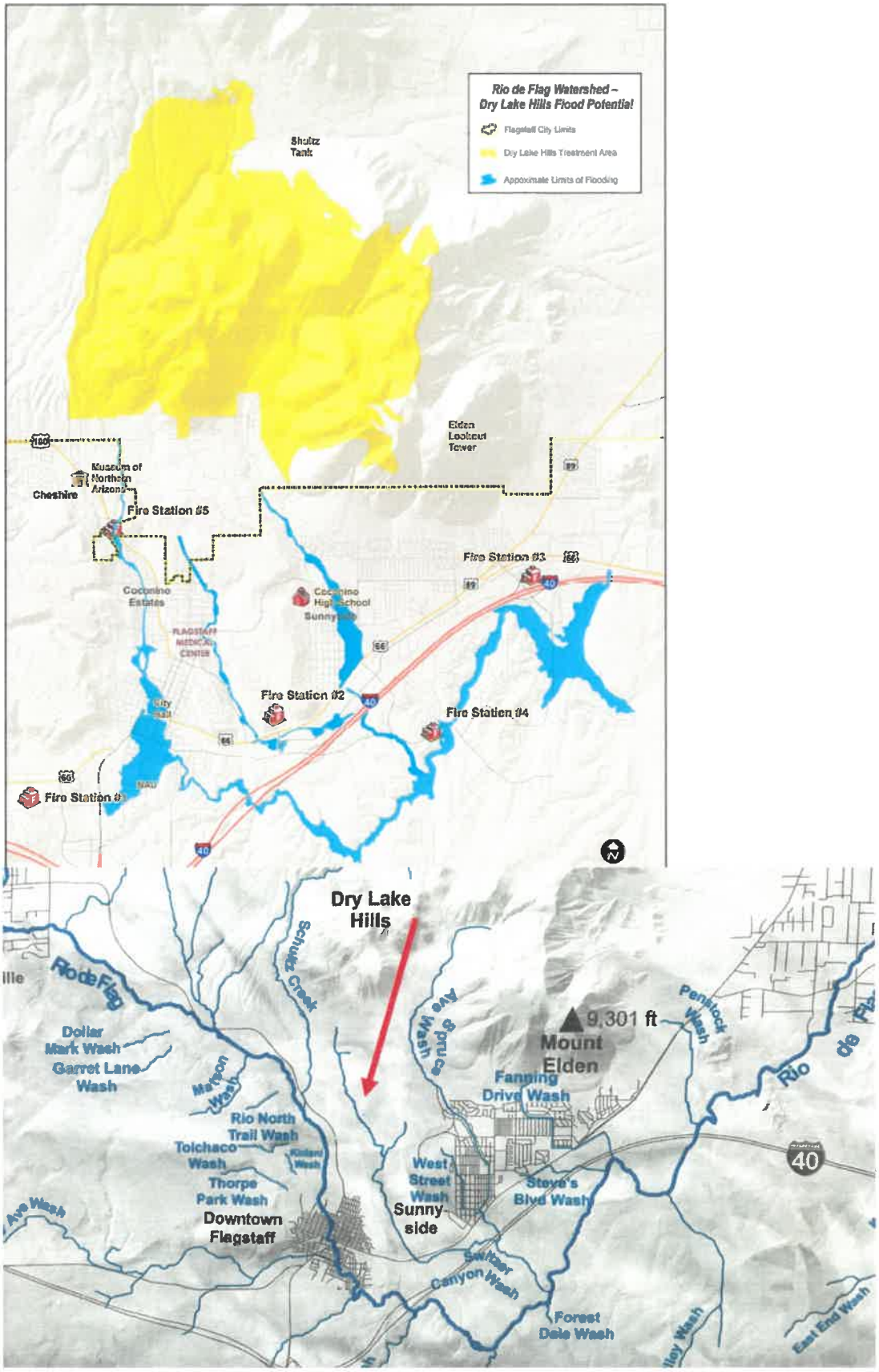
What is the best way for our neighborhood to voice our concerns before it is too late?

Will the council be having any meetings related to this floodplain change in the future?

Thanks,
Claire

https://flagstaffwatershedprotection.org/wp-content/uploads/2013/04/Dry-Lake-Watershed-Stormwater.pdf




Rio de Flag Watershed –
Dry Lake Hills Flood Potential
Flagstaff City Limits
Dry Lake Hills Treatment Area
Approximate Limits of Flooding
Shultz Tank
Elden Lookout Tower
Museum of Northern Arizona
Cheshire
Fire Station #5
Coconino Estates
Coconino High School
Sunnyside
Fire Station #3
Fire Station #2
Fire Station #4
Fire Station #1
Dry Lake Hills
Rio de Flag
Dollar Mark Wash
Garret Lane Wash
Marson Wash
Rio North Trail Wash
Toichaco Wash
Thorpe Park Wash
Downtown Flagstaff
Schultz Creek
Spruce Wash
9,301 ft
Mount Elden
Fanning Drive Wash
Pennstock Wash
West Street Wash
Sunny-side
Steve's Blvd Wash
Switzer Canyon Wash
Forest Dale Wash
40

Tiffany Antol

From: Ryan Brown <rbrown@thefederalsavingsbank.com>
Sent: Wednesday, August 17, 2022 1:51 PM
To: Tiffany Antol
Cc: Michelle J. McNulty
Subject: RE: Notice: Zoning 800 North Switzer Canyon Dr

You don't often get email from rbrown@thefederalsavingsbank.com. Learn why this is important

Thank you for the quick response.

Does the flood plain need to be changed for the property to be developed? Or can it be developed as is?

THE FEDERAL SAVINGS BANK

RYAN F. BROWN
Senior Vice President NMLS#630438
8800 N. Gainey Center Dr. #205 Scottsdale AZ 85258
Direct (480) 524-0606 | Fax (480) 524-1555 | Cell (602) 318-3041
rbrown@thefederalsavingsbank.com
WWW.THEFEDERALSAVINGSBANK.COM/RYANBROWN

APPLY NOW Member FDIC

From: Tiffany Antol <TAntol@flagstaffaz.gov>
Sent: Wednesday, August 17, 2022 1:20 PM
To: Ryan Brown <rbrown@thefederalsavingsbank.com>
Cc: Michelle J. McNulty <Michelle.McNulty@flagstaffaz.gov>
Subject: RE: Notice: Zoning 800 North Switzer Canyon Dr

[--CAUTION: EXTERNAL EMAIL--]

Good Morning,

The property is zoned High Density Residential. Several of the parcels in this area have a similar floodplain designation including Northland Hospice and the YMCA. The floodplain is only a small portion of the property. The subject of this text amendment is whether or not the existing floodplain meets the standards of rural or urban floodplain. The floodplain will still exist and all FEMA requirements will need to be addressed.

The applicant has indicated that the existing floodplain has been disturbed by existing development and no longer functions as a rural floodplain. Our staff is in concurrence with this analysis based on the application submitted. The final decision on the status of this floodplain will be determined by City Council.

As part of the process the applicant is required to hold a neighborhood meeting to discuss this proposal.

After the neighborhood meeting is complete there will be a work session with Planning & Zoning Commission and then a Public Hearing. Staff will make a recommendation to the Commission and then the Commission will make a recommendation to City Council who will also hold a public hearing and make the final determination on the application.

Both the work session and public hearing noted above are accessible to the public to attend and provide comments.

Please let me know if you need any additional information.

Tiffany Antol, AICP
Zoning Code Manager
City of Flagstaff | Community Development
211 West Aspen Avenue | Flagstaff, AZ | 86001
P: (928) 213-2605

From: Ryan Brown <rbrown@thefederalsavingsbank.com>
Sent: Wednesday, August 17, 2022 9:43 AM
To: Tiffany Antol <TAntol@flagstaffaz.gov>
Subject: FW: Notice: Zoning 800 North Switzer Canyon Dr

You don't often get email from rbrown@thefederalsavingsbank.com. Learn why this is important

Hello Tiffany,

I am a home owner on turquoise directly in front of the parcel in question.

I assume this change from rural to urban would allow for the parcel to be developed? My initial reaction if that is the case if to not support this as I do not want a development directly in front of my home which is currently wooded.

Can you give me a bit more information on what is projected and how to become active in the process of this?

THE FEDERAL SAVINGS BANK

RYAN F. BROWN
Senior Vice President NMLS#630438
8800 N. Gainey Center Dr. #205 Scottsdale AZ 85258
Direct (480) 524-0606 | Fax (480) 524-1555 | Cell (602) 318-3041
rbrown@thefederalsavingsbank.com
WWW.THEFEDERALSAVINGSBANK.COM/RYANBROWN

APPLY NOW

From: Steve Holloway <steve@darkskycapital.com>
Sent: Wednesday, August 17, 2022 8:41 AM
To: Ryan Brown <rbrown@thefederalsavingsbank.com>
Subject: Re: Notice: Zoning 800 North Switzer Canyon Dr

[--CAUTION: EXTERNAL EMAIL--]

Ryan,
We are proposing to the city to change the flood plain classification from rural to urban. See the attachment for more information.

From: Ryan Brown <rbrown@thefederalsavingsbank.com>
Date: Tuesday, August 16, 2022 at 5:58 PM
To: "steve@darkskycapital.com" <steve@darkskycapital.com>
Subject: Notice: Zoning 800 North Switzer Canyon Dr

Hello,

I have received a notice about a neighborhood meeting in regards to zoning code amendment.

I am a homeowner in the area but currently I am in Phoenix and most likely cannot make the meeting.

Can I get a little color on what's being proposed?

THE FEDERAL SAVINGS BANK

RYAN F. BROWN
Senior Vice President NMLS#630438
8800 N. Gainey Center Dr. #205 Scottsdale AZ 85258
Direct (480) 524-0606 | Fax (480) 524-1555 | Cell (602) 318-3041
rbrown@thefederalsavingsbank.com
WWW.THEFEDERALSAVINGSBANK.COM/RYANBROWN

APPLY NOW

Tiffany Antol

From: Gary <rhett7784@aol.com>
Sent: Tuesday, August 30, 2022 11:13 AM
To: Tiffany Antol
Subject: Zoning code Text amendment to 800 N Switzer Canyon Drive

Hello my name is Gary Butler. My wife Susan and I are both opposed to the zoning change. We live across the street and have always been able to watch a lot of wild life from our deck right in the area that they want to destroy. On Sunday we saw a first in the area. A mother deer with 2 fawn that still had there spots. Very cool. Every summer a red tail hawk nests and has chicks in the trees in said area. The young hawks learn how to live in this area until they mature and move on. There are also raccoon families that live here every year. I could go on. It's sad that this is one of the very few wild areas very close to downtown left, that flourishes with wild life. I understand that money sadly is always the problem. The developers first, then the city that allows it. I get it, the city will make more money from developed property. We think it is very wrong to change the zoning. Sad for the wild life and sad for Flagstaff. It was zoned the way it is for a reason. Thanks, Gary and Susan Butler

Sent from my iPad

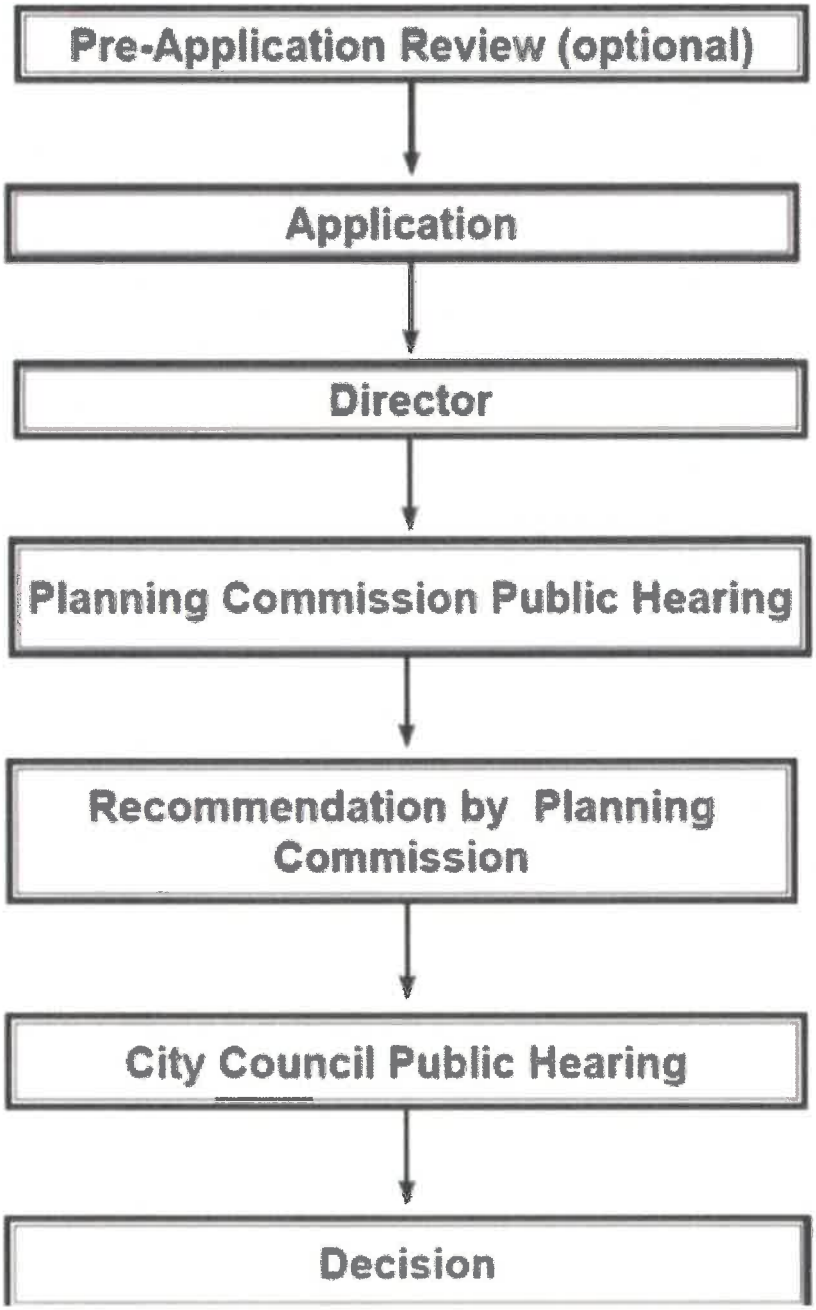
Subject: Re: Questions - Zoning amendment to parcel 10128005H
Date: Thursday, August 25, 2022 at 12:18:24 PM Mountain Standard Time
From: Steve Holloway
To: Allison & Detjen Jones
Attachments: image001.png, image002.png, image003.png, image004.png

Good morning and thank you for reaching out. These are all great questions.

- Why is it rural now?
  - Flood plains in the City of flagstaff were not categorized as urban or rural until Dec 5th 2011. Through my research I was not able to find anything that specifically referenced why this parcel was categorized a rural. They only list the definition of how they define a rural flood plain.
- Why does it need to be urban?
  - A Rural flood plain is defined as "Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.50.030 (Rural Floodplain Map) and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e. 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors."
  - We feel this should be defined as urban due to its central location with in the city's urban development and due to it not meeting the definition of a rural flood plain as defined by the city of flagstaff.
- What development is allowed in a rural vs. urban?
  - **1. Urban Floodplains**

    All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns, provided that all necessary requirements of the City's Stormwater Regulations as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged and a justification must be provided prior to any approval of undergrounding.

- What happens if the request is approved?
  - There will be an amendment to the City of flagstaff's current zoning code text to redefine the area as an Urban flood plain.
- Why are property owners being notified?
  - As a part of the application process the city requires that we notify property owners with in 300 feet of the parcel.
- What impact will this have on Turquoise and Switzer Canyon?
  - If you are asking about the street themselves this zoning code text amendment would not affect those areas as it only applies to a specific parcel that is not traversed by those roads.
- What needs to happen to approve plans?



Steven Holloway
Operations
AXXO Inc.

steve@darkskycapital.com
928-814-3134

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Allison & Detjen Jones <allisondetjenjones@gmail.com>
Date: Wednesday, August 24, 2022 at 6:26 PM
To: "steve@darkskycapital.com" <steve@darkskycapital.com>
Subject: Questions - Zoning amendment to parcel 10128005H

Hello,

We live on Turquoise and have questions about the request for a Zoning Code Text amendment to revise the floodplain on parcel 10128005H.
- Why is it rural now?
- Why does it need to be urban?
- What development is allowed in a rural vs. urban?
- What happens if the request is approved?
- Why are property owners being notified?
- What impact will this have on Turquoise and Switzer Canyon?
- What needs to happen to approve plans?

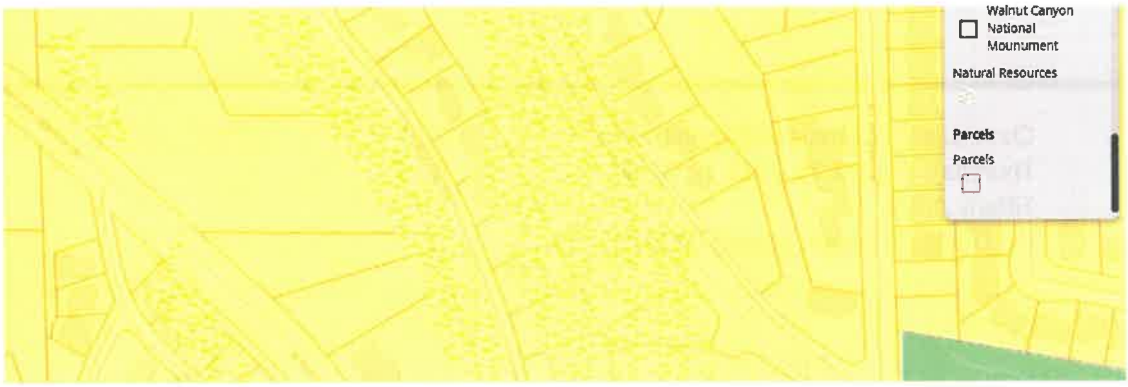
Tiffany Antol

From: Claire Lears <claire.lears@gmail.com>
Sent: Thursday, August 25, 2022 12:50 PM
To: Tiffany Antol
Subject: Re: Questions about zoning code change

Hello,
Can I get a copy of the development plan and application for this property? Also what is the timeline for the city making this change in designation?

Will the city be looking at the regional 2030 plan when making this change? In looking at the regional 2030 plan, it seems this area should remain as it is, as a rural flood plain due to the that area being identified as a significant natural resource riparian area. Also on the regional 2030 plan when looking at the regional growth plan there is also natural resources identified on the western portion of the property that is separate than that of the riparian area on the east side. While the regional plan does state that the presence of natural resources doe not preclude private development...leaving the property as it is with the rural designation would allow the property to be developed with the rural designation while still allowing the riparian area to be intact. I believe that it has that rural designation to protect that natural resource. In looking at the regional 2030 plan it seems this area should remain rural and more protected from development in the riparian area.

Thanks,
Claire



On Mon, Aug 22, 2022 at 1:00 PM Tiffany Antol <TAntol@flagstaffaz.gov> wrote:

Good Afternoon Claire,

A portion of the YMCA development is located within the Rural Floodplain area.

The Rural and Urban floodplain designations are specific to the City of Flagstaff and do not impact the FEMA designations. All properties that are developed in and out of floodplain are required to meet our Stormwater regulations.

I will pass along your comments to the applicant.

If you received notice of the neighborhood meeting you will also receive notice for the public hearings.

Please let me know if you have any other questions.

Tiffany Antol, AICP

Zoning Code Manager

City of Flagstaff | Community Development

211 West Aspen Avenue | Flagstaff, AZ | 86001

P: (928) 213-2605

From: Claire Lears <claire.lears@gmail.com>
Sent: Monday, August 22, 2022 11:16 AM
To: Tiffany Antol <TAntol@flagstaffaz.gov>
Subject: Re: Questions about zoning code change

You don't often get email from claire.lears@gmail.com. Learn why this is important

Thanks for the information.

I guess for me it's mostly with all of the recent flooding around town due to there being development in floodplains does it make sense to change a rural floodplain designation, especially with climate change we are likely to see heavier rain and more likely to experience 100 year floods. It looks like that property is designated rural as that green part lines up with the FEMA 2/2020 100 year floodplain (1% Annual Chance Flood Hazard) found on flagstaff gis map which would make it seem like it falls into the rural defintion. The YMCA is there now but seems it's outside the 100 year floodplain leaving just the hospice house which maybe was built before floodplain maps were used for development? Does the 100 year flood designation not really mean anything as far as changing the designation and developing in floodplains? I'm just trying to understand the flood designations as based on the definition as it seems it is not alterable for the property based on the defintion and FEMA map but sounds like maybe it is? If the designation is changed would that impact how the floodplain runs through the hospice property and does that get evaluated? Parts of the property are outside the 100 year floodplain, could they just develop those portions as it seems that they knew about the floodplain designations when they purchased it.

Othwerwise the urban designations are above forest ave and below the circle at the bottom of Turquoise and I would guess those developments were around for awhile, the rest of the space in there is relatively undeveloped and deer are regularly are found in there and even up into the undeveloped space near the first southern baptist church. The urban trail along there is beautiful due to the wash, trees, and wildlife probably due to it being relatively undeveloped but if there is development hopefully the beauty of that part of the FUTS will remain intact and as beautiful as it is now.

As this project moves forward, how can I get updates? I don't know that I will be able to make the meeting Wed due to it falling during working hours. Will there be further community meetings or perhaps ones that are outside of typical working hours? Or is this meeting just to let the community know and essentially the city makes the decision based on it's own criteria.

Thanks,

Claire

On Mon, Aug 22, 2022 at 10:10 AM Tiffany Antol <TAntol@flagstaffaz.gov> wrote:

Good Morning Claire,

Attached please find a map of the subject property that shows the areas (in green) that makes up the boundary of the Rural Floodplain on the subject property.

The property is zoned High Density Residential.

Below is the section of Zoning Code that applies to Urban and Rural floodplains.

A. **Applicability.** Floodplains, as applied in this division, shall be considered as either urban or rural floodplains as described below.

1. **Urban Floodplains.** All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns; provided, that all necessary requirements of the City's *Stormwater Regulations* as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged and a justification must be provided prior to any approval of undergrounding.

2. **Rural Floodplains.** Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.40.030, Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors.

The applicant's are proposing to develop the parcel with multi-family residential development.

As the City we look to see if the area designated as Rural Floodplain is still as described above. There are several areas where the subject floodplain has been disturbed by development. The rural floodplain is bounded to the north and south by urban floodplain as well.

Please let me know if you have any other questions.

Tiffany Antol, AICP

Zoning Code Manager

City of Flagstaff | Community Development

211 West Aspen Avenue | Flagstaff, AZ | 86001

P: (928) 213-2605

From: Claire Lears <claire.lears@gmail.com>
Sent: Monday, August 22, 2022 9:25 AM
To: Tiffany Antol <TAntol@flagstaffaz.gov>
Subject: Questions about zoning code change

You don't often get email from claire.lears@gmail.com. Learn why this is important

Hello,

In the mail I got a letter about a neighborhood meeting for a zoning code text amendment for 900 N. Switzer Canyon Drive (APN: 10128005H).

I was wondering what it means to change a parcel from a rural to an urban floodplain. What is the plan for that parcel that they are requesting the change? And what does the city look at when looking into allowing for that request to be granted?

Thanks,

Claire

Tiffany Antol

From: Chad Eickhoff <coacheickhoff@gmail.com>
Sent: Wednesday, August 17, 2022 3:16 PM
To: Tiffany Antol
Subject: Review Application & Development File: APN 10128005H

You don't often get email from coacheickhoff@gmail.com. Learn why this is important

Good Afternoon Tiffany,

I received a mailing regarding a community meeting for the AXXO Holding LLC proposition for Zoning Code Text amendment to parcel APN 10128005H. My initial reaction is that of concern, as the area seems to meet the intended purposes of a Rural Floodplain - as it serves as an important wildlife habitat and corridor. Changing the zoning to allow for the disturbing/developing of a functioning natural floodplain, in a time when the city has been plagued with flooding challenges (and the always realistic potential of new future flooding challenges), feels like the wrong time.

In the letter it directed me to contact you if we would like to review the application and development file. Could you please provide me with that information?

Thank you,
Chad Eickhoff

Tiffany Antol

From: CD P and Z Commission
Sent: Monday, September 26, 2022 11:58 AM
To: Claire Lears
Cc: Tiffany Antol
Subject: RE: Questions and comments for Case No: PZ-22-00021

Hi Claire

Thank you for your comments, they have been forwarded to the project manager to be delivered to the Commission.

Thanks,
Becky

Becky Cardiff
Development Services Manager
City of Flagstaff
211 W Aspen
Flagstaff, Az 86001
Office-928-213-2618

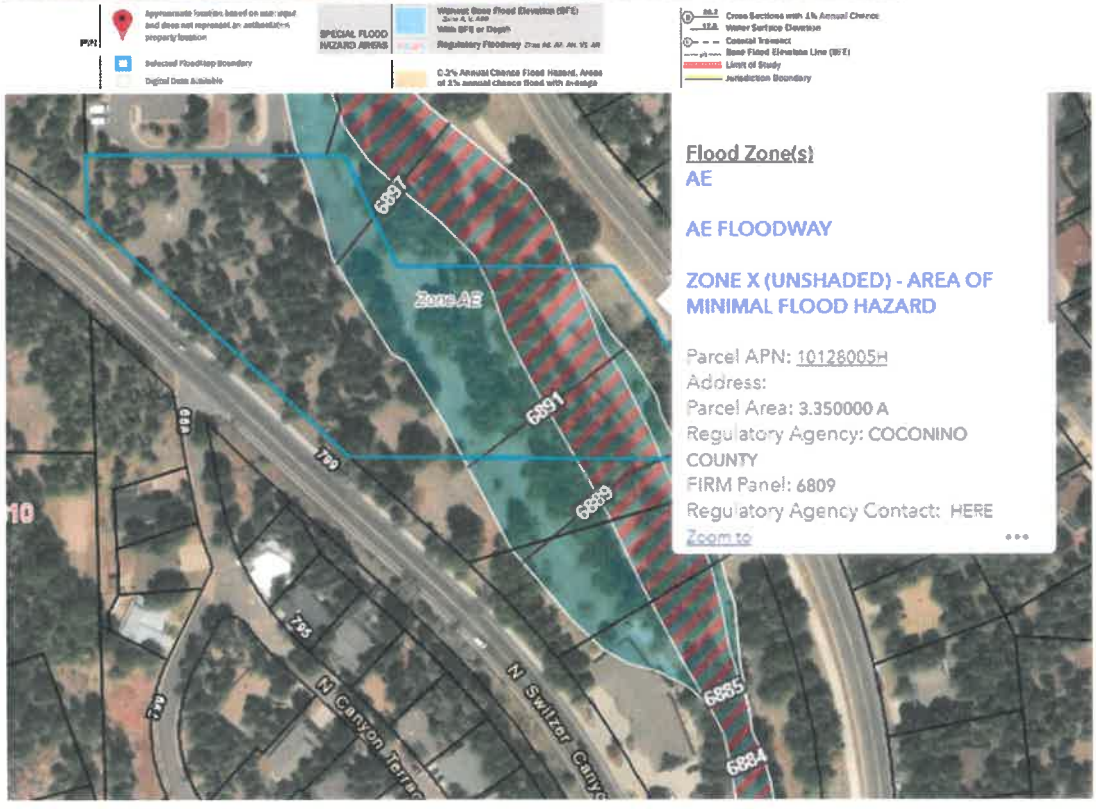
From: Claire Lears <claire.lears@gmail.com>
Sent: Monday, September 26, 2022 11:42 AM
To: CD P and Z Commission <CDPandZCommission@flagstaffaz.gov>
Subject: Questions and comments for Case No: PZ-22-00021

You don't often get email from claire.lears@gmail.com. Learn why this is important

Hello,
I have some questions and comments about the proposal to change the floodplain on parcel 10128005H from a rural to an urban floodplain.

I am concerned about this change as it will result in homes being built in a floodplain that is also identified as being at risk of post wildfire flooding. With the flooding we have seen in the city of Flagstaff over the last few years due to increased 100 year rain events as well as post wildfire flooding it seems wise to not change the floodplain status from rural to urban so a few extra homes can be built in a floodplain. Leave the rural floodplain designation intact and let the developer build on their parcel as it is with homes out of the 100 year floodplain. Some images are below to show the 100 year floodplain and also that it is at risk of post wildfire flooding based on the Rio de Flags Watershed Dry Lake Hills Flood Potential Map. Have sufficient studies been done to show that changing the floodplain will not result in flooding on new homes in the parcel, downstream, or upstream of the property based on these 2 types of flood events?

Zone AE
esri


Flood Zone(s)
AE
AE FLOODWAY
ZONE X (UNSHADED) - AREA OF MINIMAL FLOOD HAZARD
Parcel APN: 10128005H
Address:
Parcel Area: 3.350000 A
Regulatory Agency: COCONINO COUNTY
FIRM Panel: 6809
Regulatory Agency Contact: HERE
Zoom to
Zone AE
6897
6891
6889
6885
6884
N Switzer Canyon
N Canyon Terrace

https://flagstaffwatershedprotection.org/wp-content/uploads/2013/04/Dry-Lake-Watershed-Stormwater.pdf

1) I have questions around if a text code amendment change is this the right way to go about making the change since it impacts more than the owners property? In the code for owner initiation (10-20.50.030) it states that the zoning code text amendment to amend the zone only relates to provisions that directly regulate the owners property. It seems this change is for more than the owner's parcel so is this a valid way of making the change?

2) The same section of code states that if a zoning map amendment is needed that includes property other than that owned by the applicant that they need a petition in favor of the request signed by the real property owners representing at least 75% of the land area to be included in the application. Has this petition been submitted? It seems this is required if it is for the entire rural section. Is there a signed copy of this petition somewhere?

3) Why does the city want to change the designation for the entire rural section, most of the upper parts of the rural stretch are regulated floodways and don't have large floodplains like this property does. Additionally changing the designation from rural to urban seems to conflict with the 2030 regional plan which shows much of this section of the wash and particularly this parcel as having significant natural resources for riparian vegetation and the rural designation will do more to protect that vegetation then the urban designation. I would hope the city would want to maintain the current level of protection for these high natural resources and the rural flood plain designation does this better than an urban one.

4) Is your committee aware that the culvert at the bottom of the rural floodplain section (at the turquoise circle) is for a 1% annual chance flood discharge but the top of the rural floodplain section (culvert under forest ave) contains a 0.2% annual chance flood (500 year flood)? Also the culvert at rt 66 is for the 0.2% annual chance flood. This means the bottleneck for waterflow and most likely location for flooding is in the part of the wash where this parcel is located as it is just upstream of the Turquoise culvert. There is 1 developed property between this parcel and the culvert, has an analysis been done to ensure flooding of that property would not occur if parts of the 100 year floodplain are developed?

https://www.flagstaff.az.gov/DocumentCenter/View/55252/6809G_r3_20121018141553900?bidId=

5) Who is the City of Flagstaffs floodplain expert and will they be speaking to and providing any data that does or does not support the decision to change the floodplain during the working sessions and city council meeting? Who will conduct studies to ensure that developing in the floodplain will not result in flooding to existing properties?

6) Has or will an analysis be run for what would happen to homes built on the property and up and downstream of the property in the event of a 100 year flood event combined with post wildfire flooding?

7) Will the developer be required to have storm water retention to help reduce impacts of runoff from development of the parcel from contributing to flooding as well as to improve the quality of runoff from the development?

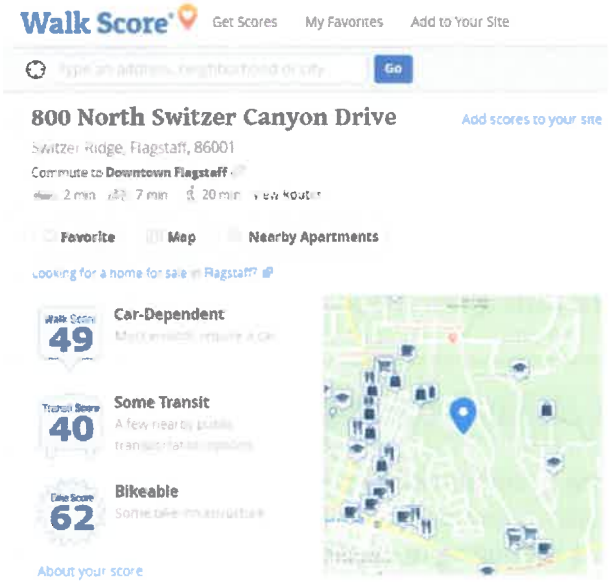
8) Is the developers environmental assessment still valid? The information provided in Appendix B of the Concept Narrative was on a much larger parcel back in 2003 and only planned to have some roads crossings over the wash. The environmental document itself states that the development plans were to "protect the wild nature of Switzer Wash by maintaining the open, undeveloped areas around the stream channel and its floodplain." So the environmental document submitted indicates there were no plans to build in the floodplain and as a result the study may not contain the environmental and hydrology studies needed to determine impacts of developing the floodplain.

9) Rural floodplains are delineated in Section 10-90.20.030 (Rural Floodplain Map) and defined as area of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. The area is a 100 year floodplain and the area is relatively undisturbed with the main disturbances being due to roadways and utilities which are allowed per the definition.

10) There are examples in other parts of the city where the floodplain is urban above and below portions or a rural floodplain, for instance in Cheshire so that itself is not a valid argument for changing the floodplain. The top of the rural stretch of the rural section of floodplain in Cheshire seems to be similarly or more possibly even more developed then this rural section of the Switzer wash.

11) The extension of rural floodplains beyond the limits of the delineated floodplain studies may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors. Where is the data and study to show that the city no longer needs the rural floodplain to protect these valuable ecological resources and wildlife habitats and corridors along this entire stretch of the wash?

12) Additionally this parcel does not fall into an activity center which seems to be the preferred location for new high density growth based on the regional plan. People in these homes are not likely to walk to do errands and bus stops are not convenient to the property, maybe some people would bike but I would imagine most will not so it will be putting more vehicles on the roads. So why is there a push to change the floodplain designation to allow for even more development on this particular parcel?



13) Based on the little information in the concept narrative, it seems the preference is for the developer to sell the townhomes, will future homeowners be aware of the risks of owning a home in or adjacent to a floodplain? Will they be made aware that their property is at risk of post wildfire flooding?

In summary, let development on parcels happen with the rural floodplain designation in place. Demonstrate that the city of Flagstaff has learned something from all of the homes that have flooded in recent years. Keep new homes out of areas at high risk of flooding, protect the natural resources in the area, and let the floodplain serve it's purpose in future flood events.

Thanks,
Claire

ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, COCONINO COUNTY, ARIZONA, AMENDING THE FLAGSTAFF CITY CODE, TITLE 10, FLAGSTAFF ZONING CODE, SECTION 10-90.40.030 RURAL FLOODPLAIN MAP, TO CHANGE THE MAP DESIGNATION OF APPROXIMATELY 7.76 ACRES OF REAL PROPERTY FROM RURAL FLOODPLAIN TO URBAN FLOODPLAIN ON EIGHT PARCELS OF LAND (APNS 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, AND 101-28-013D) LOCATED GENERALLY BETWEEN W FOREST AVENUE AND N SAN FRANCISCO STREET; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Matt Peace (the "Applicant"), applied for a Zoning Code Text Amendment to amend Title 10 of the Flagstaff City Code, Section 10-90.40.030 Rural Floodplain Map (the "Rural Floodplain Map") to change the map designation of approximately 1.96 acres of a 3.35-acre parcel from Rural Floodplain to Urban Floodplain and the City of Flagstaff extended the amendment to include seven adjacent parcels of land for a total area of 7.76 acres of Rural Floodplain changed to Urban Floodplain, in an area shown on Exhibit "A", incorporated herein by reference; and

WHEREAS, A citizen review session was held at the Planning Commission work session on September 28, 2022, to discuss the Proposed Zoning Code Text Amendments in accordance with Section 10-20.50.040 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission held public hearing on October 12, 2022, and provided a recommendation to City Council on Proposed Zoning Code Text Amendments; and

WHEREAS, the Council has read and considered the staff reports prepared by the Planning Division and all attachments to those reports, the narrative provided by the Applicant, and the Council finds that the proposed Zoning Code Text Amendment is in conformance with the General Plan, and the findings of Section 10-20.50.040 of the Flagstaff Zoning Code have been met.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. That the map designation of the Rural Floodplain Map of approximately 7.76 acres is hereby amended from Rural Floodplain to Urban Floodplain, in the area shown on Exhibit "A" on eight parcels of land (APNs 101-01-020A, 101-01-020B, 101-28-005G, 101-28-005H, 101-28-005K, 101-28-013A, 101-28-013B, and 101-28-013D) located generally between W Forest Avenue and N San Francisco Street

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

_____
MAYOR

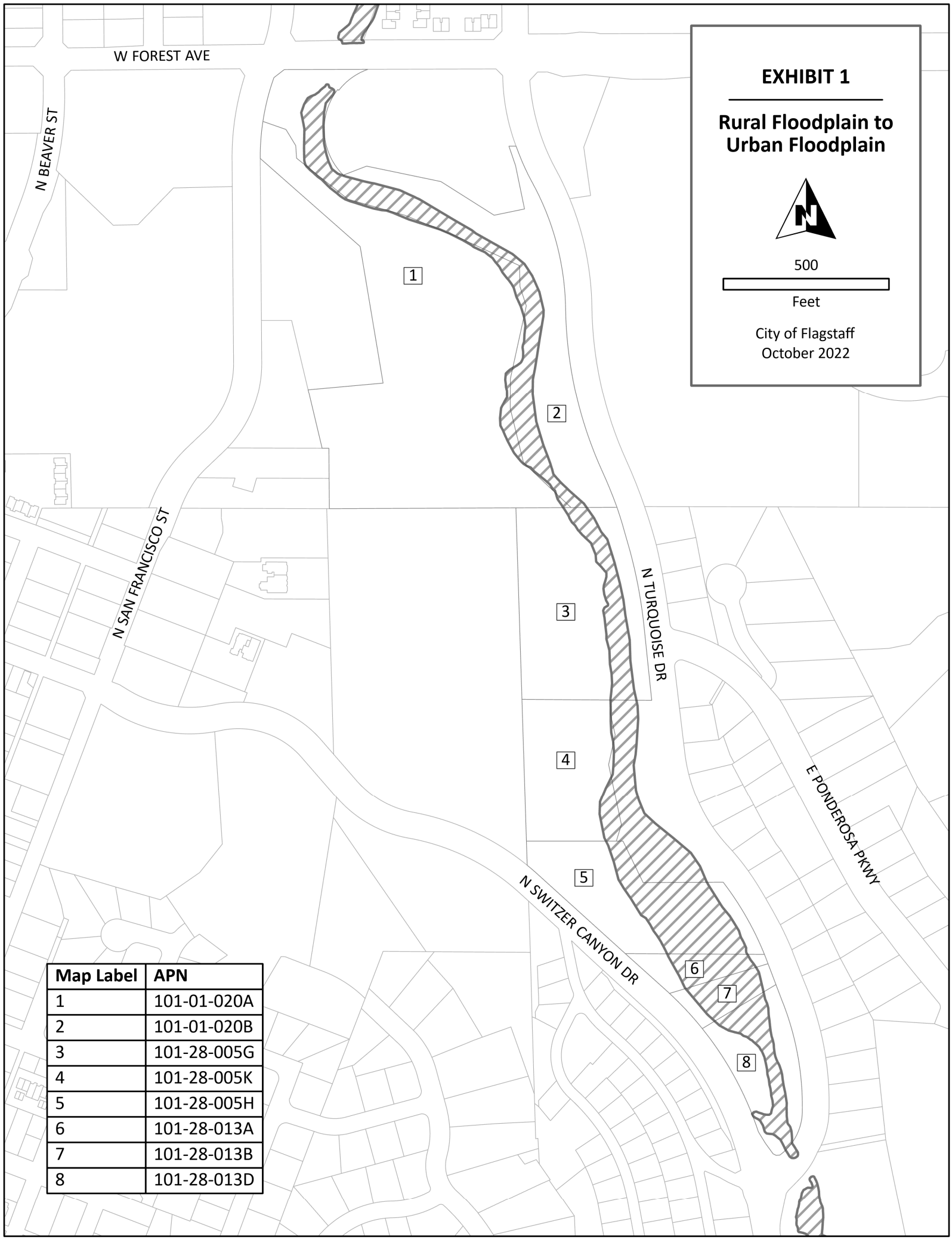
ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A - Rural Floodplain Map



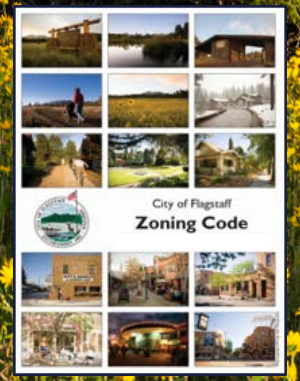
Map Label	APN
1	101-01-020A
2	101-01-020B
3	101-28-005G
4	101-28-005K
5	101-28-005H
6	101-28-013A
7	101-28-013B
8	101-28-013D

Amendment to Zoning Code Section 10-90.40.030 Rural Floodplain Map

PZ-22-00021

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Rural Floodplain Map Amendment

Property Owner Initiated Request

- **Amend Section 10-90.40.030 of the Zoning Code to change the Rural Floodplain designation to the Urban Floodplain designation for APN 101-28-005H, a 3.35-acre parcel.**
  - **After reviewing the application staff suggests that if the Rural Floodplain is modified as requested for the subject parcel that the remaining parcels designated as Rural Floodplain be modified as well including APNs 101-01-020A, 020B, 101-28-005G, 005H, 005K, 013A, 013B, and 013D. Staff has noticed this request to include all parcels listed above.**

Rural Floodplain Map Amendment

Resource Protection Overlay

- **The subject property is located within the Resource Protection Overlay (RPO) which identifies Floodplains (both urban and rural) as the highest priority resource to be protected on a site.**
  - **The Zoning Code includes specific provisions on the amount of Forest and Slope resources that can be disturbed on a site within the Resource Protection Overlay. No specific preservation rates are provided for Urban or Rural Floodplains except the descriptions in Section 10-50.90.040 Floodplains.**

Rural Floodplain Map Amendment

Urban Floodplain

Urban Floodplains. All watercourses and associated floodplains not defined as rural floodplains are urban floodplains. Urban floodplains are typically located in urbanized areas and have typically been altered from their natural state by channelization. Urban floodplains may be altered to address conveyance and erosion concerns; provided, that all necessary requirements of the City's *Stormwater Regulations* as administered by the Stormwater Manager are addressed. However, certain urban floodplains that have characteristics conducive to water quality, wildlife habitat, and stream ecology should be preserved. Proposals for any disturbance of these watercourses shall be reviewed by the Stormwater Manager and must address these attributes and provide for mitigation if necessary. Undergrounding of urban floodplains is strongly discouraged and a justification must be provided prior to any approval of undergrounding.

Rural Floodplain Map Amendment

Rural Floodplain

Rural Floodplains. Rural floodplains are natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources. Rural floodplains are delineated in Section 10-90.40.030, Rural Floodplain Map, and defined as areas of delineated 100-year floodplain that cannot be disturbed or developed except for roadway and utility crossings. Rural floodplains cannot be altered through a floodplain map amendment or revision and must remain undisturbed (i.e., 100 percent protection). The extension of rural floodplains beyond the limits of the delineated floodplains, both upstream and laterally, may be required based on more current or extended floodplain studies, master plan documents or other studies or documents related to hydrology, hydraulics, stream geomorphology, wildlife habitat, or wildlife corridors.

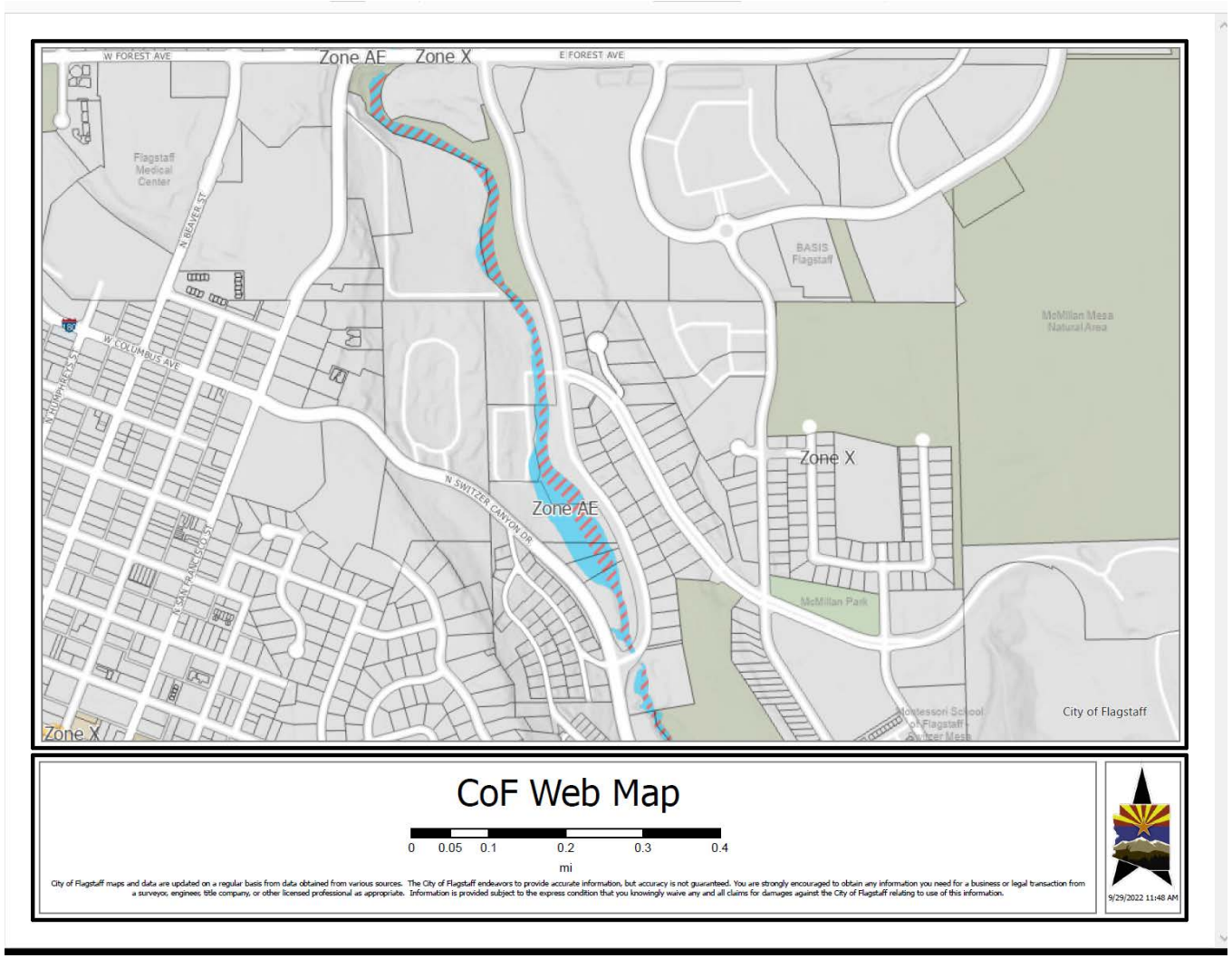
**** In this case the Rural Floodplain matches the FEMA delineated floodplain**

Rural Floodplain Map Amendment

Current Rural Floodplain Map

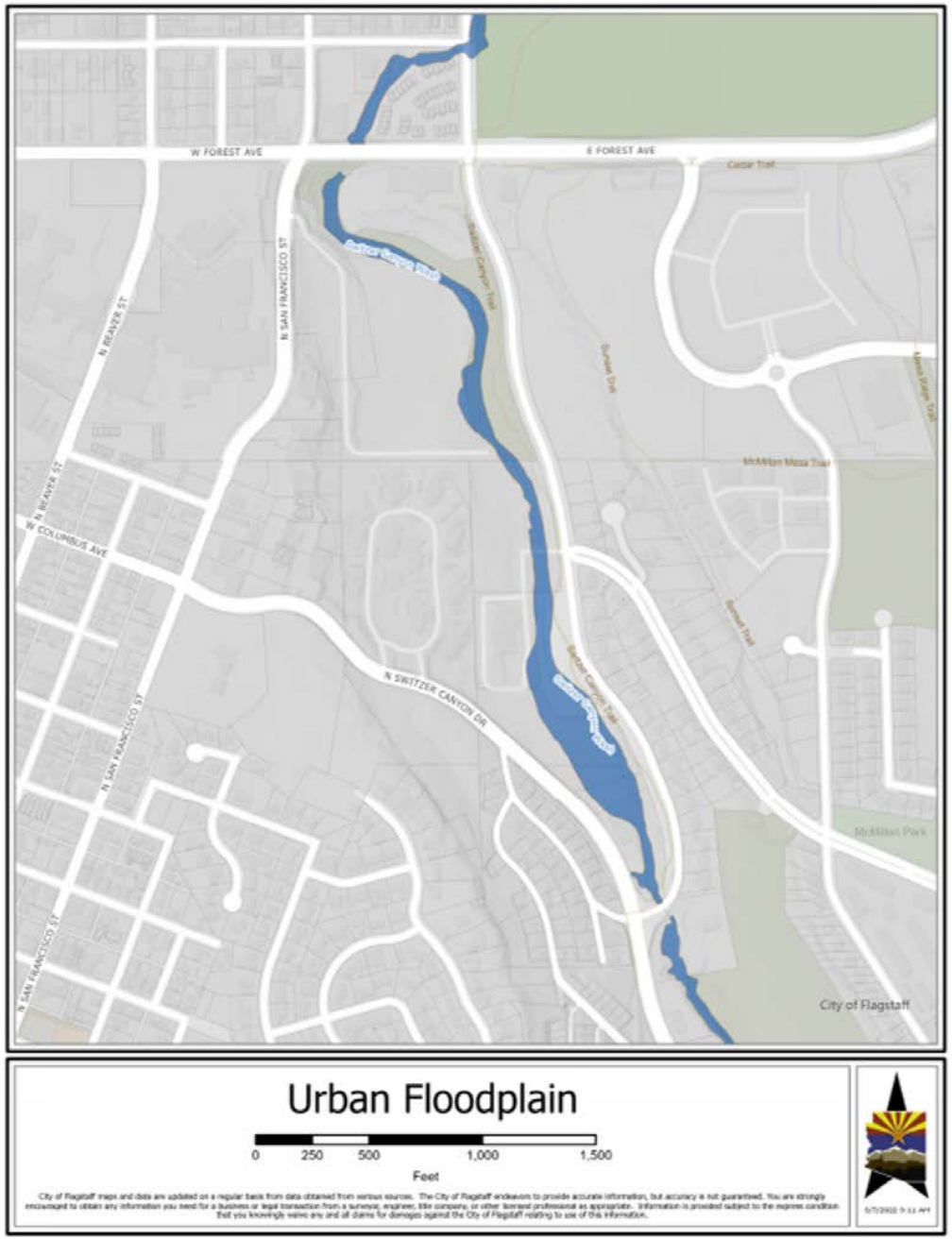
Rural Floodplain Map Amendment

Current FEMA Floodplain Map



Rural Floodplain Map Amendment

Proposed Rural Floodplain Map



Rural Floodplain Map Amendment

Findings for Zoning Code Text Amendments

(1) The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan;

(2) The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City; and

(3) The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

Rural Floodplain Map Amendment

Finding #1

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

- **The Regional Plan does not specifically address Rural or Urban Floodplains as described in the Zoning Code.**
- **Floodplains in general are considered environmentally sensitive lands which are covered in the Regional Plan which states "These areas contain critical resource and require special consideration in the development design and review process."**
- **Development in Floodplains is regulated by Title 12 of the Flagstaff City Code entitled Floodplains.**

Rural Floodplain Map Amendment

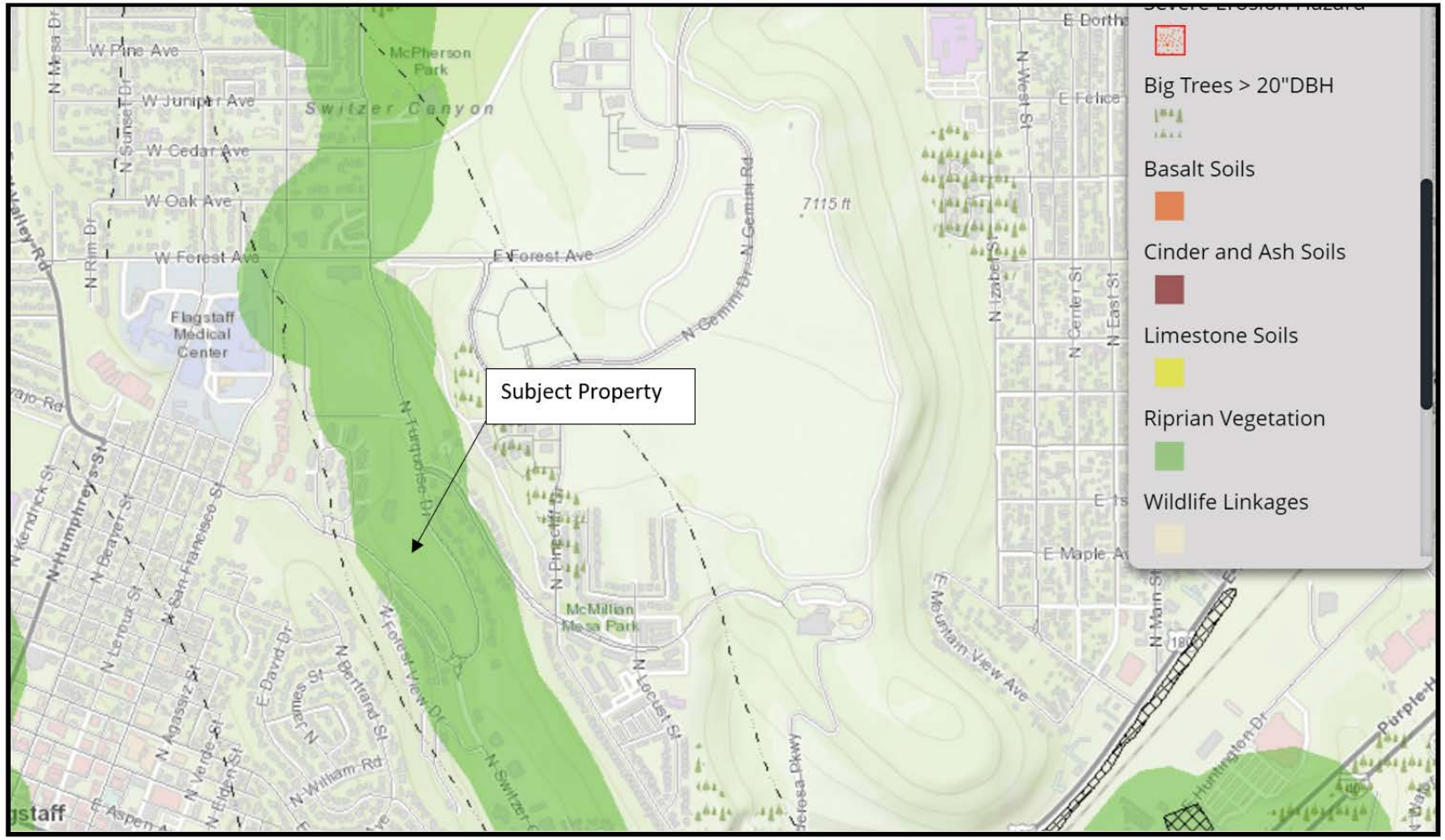
Finding #1

The proposed amendment is consistent with and conforms to the objectives and policies of the General Plan and any applicable specific plan.

- **The Environmental Planning & Conservation Chapter of the Regional Plan includes two maps that help identify concentration of natural resources.**

Rural Floodplain Map Amendment

Finding #1

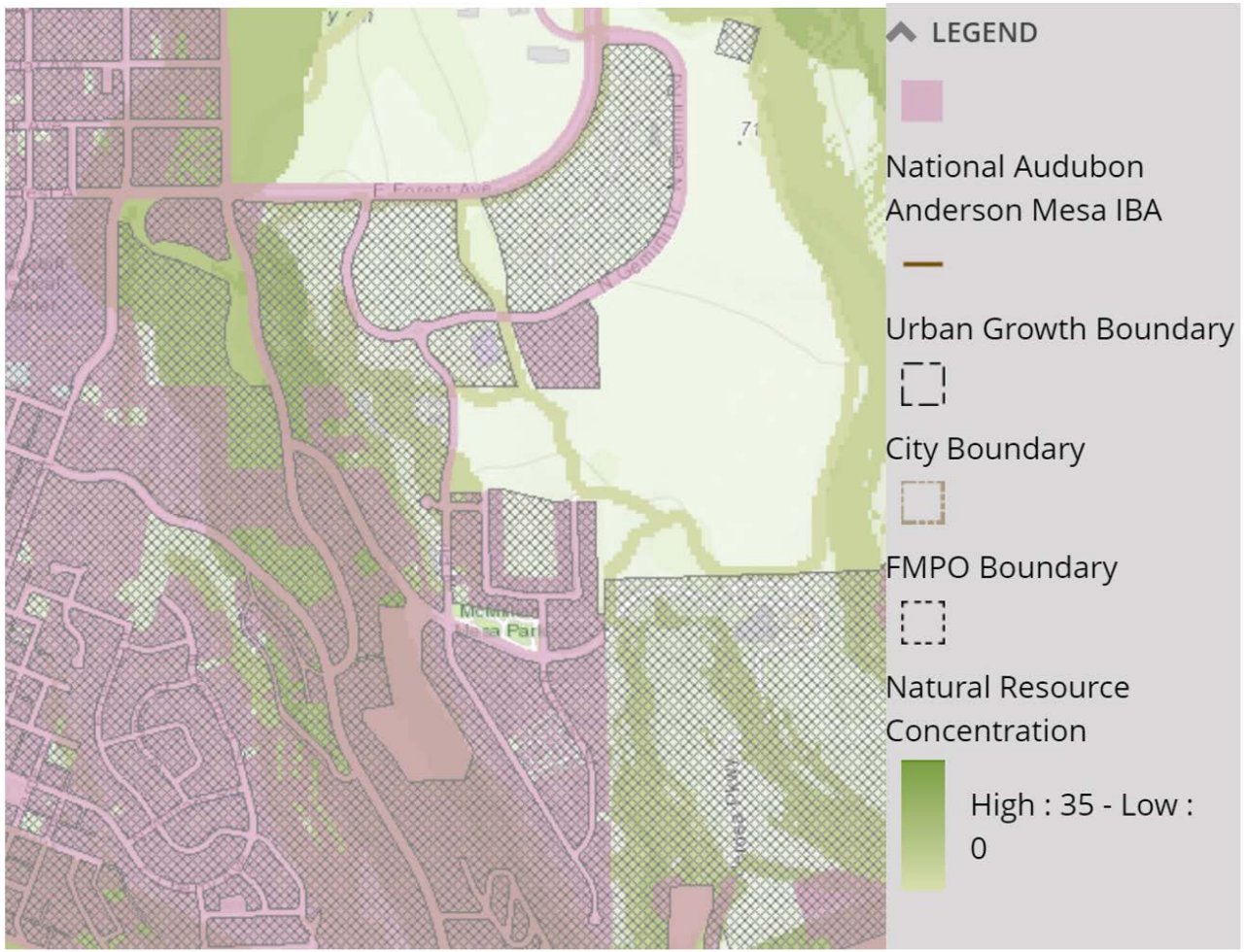


Flagstaff Regional Plan Map 7 – Significant Natural Resources

The subject property is identified as "Potential Riparian Vegetation

Rural Floodplain Map Amendment

Finding #1



Flagstaff Regional Plan Map 8 – Concentration of Natural Resources

Rural Floodplain Map Amendment

Finding #2

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

- **The proposed amendment is not anticipated to be detrimental to the public interest, health, safety, convenience, or welfare of the City. This amendment will resolve a conflict in the Rural Floodplain Map.**

Rural Floodplain Map Amendment

Finding #3

The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

- **The area identified as Rural Floodplain is inconsistent with the description of Rural Floodplain.**
- **Rural Floodplains are described as "…natural undisturbed open spaces that are unsuitable for development purposes due to periodic flood inundation and the need to preserve the stream corridor for beneficial uses such as the preservation of important ecological resources."**
- **Urban Floodplains are described as watercourses "…in urbanized areas [that] have typically been altered from their natural state by channelization."**
- **The applicant has provided a biological evaluation of the Switzer Wash in the subject area that states "The primary limiting factors to the biological and physical are direct manipulations of the channel and floodplain during past construction of surrounding roads, utility pipelines, and other infrastructure."**

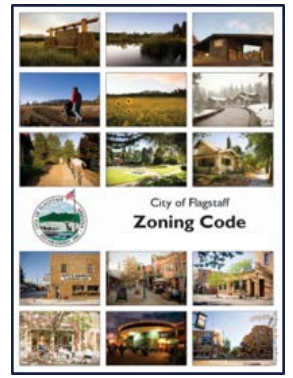
Rural Floodplain Map Amendment

Recommendation

The Planning and Zoning Commission, in accordance with the findings presented, made a recommendation to the City Council for approval of the Zoning Code Text Amendment by a vote of 4-1.

Rural Floodplain Map Amendment

Questions, Comments, and Suggestions



9. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Jolene Montoya, Industrial Pretreat Supervisor

Co-Submitter: Steve Camp

Date: 11/07/2022

Meeting Date: 11/15/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-30: An ordinance amending City Code to align City Code and industrial discharge permits with the language in Environmental Protection Agency (EPA) 40, and Code of Federal Regulations (CFR) 403.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-30 by title only for the final time
2) City Clerk reads Ordinance No. 2022-30 by title only (if approved above)
3) Adopt Ordinance No. 2022-30

Executive Summary:

Water Services is proposing the following changes after an audit was conducted by PG Environmental as an agent for the Arizona Department of Environmental Quality (ADEQ) in June 2022. There are 3 proposed code changes that will align the verbiage found in EPA 40 CFR 403 with City Code and Industrial discharge permits.

- Change code to require a resampling event to be conducted *and* results submitted to the City within 30 days. Current code requires only a resampling event to be completed within 30 days. This change is required to meet current EPA regulations.
- Require facilities and City to extend record retention for unresolved litigation or when requested by the State director or EPA Regional Administrator. Current code only requires a three-year record retention.
- Change the definition of the manager in the signatory requirement to match the updated EPA language.

Flagstaff Water Services has reached out to all the permitted industries with the specific information, published information on the Flagstaff Water Services' website, and made a presentation to the Water Commission.

Financial Impact:

None.

Flagstaff Water Services contacted the industrial users impacted by the change. The change is only to the timeframe for submitting results to the City after an exceedance. The change does not incur any additional sampling costs for the industries.

Policy Impact:

The City of Flagstaff has a pretreatment program as directed by the Arizona Pollution Discharge Elimination System (AZPDES) permits for both water reclamation plants. This program issues discharge permits to industries that qualify under the classifications found in City code 7-02-001-0009. These proposed changes will align the City code to match EPA language to keep the City of Flagstaff in compliance with ADEQ and EPA. The impact to the current permitted industrial users will be minimal.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

The changes to the pretreatment program support the Priority Based Budget Key Community Priorities and Objectives Environmental Stewardship - Promote, protect, & enhance a healthy, sustainable environment & its natural resources by aligning itself closely with EPA regulations.

Has There Been Previous Council Decision on This:

Water Services provided a presentation to the Water Commission on September 15, 2022.

Attachments: Ord. 2022-30
7-02 changes presentation

ORDINANCE NO. 2022-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING CITY CODE *7,* HEALTH AND SANITATION, CHAPTER 02-001-0010, *INDUSTRIAL SELF-MONITORING*; AND CHAPTER 02-001-0012, *SIGNATORY REQUIREMENTS*; PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff is required by the Arizona Department of Environmental Quality to manage waster; and

WHEREAS, the City of Flagstaff has established policies, codes and regulations related the treatment of wastewater; and

WHEREAS, the City of Flagstaff continues to create and improve policies, codes and regulations related to the treatment of wastewater; and

WHEREAS, the City of Flagstaff requires industrial users of the City's wastewater treatment system to comply with said policies, codes and regulations; and

WHEREAS, the requirements found in Flagstaff's City Code related to industrial self-monitoring are updated when needed; and

WHEREAS, Section 7-02-001-0010 of the Flagstaff City Code which is entitled "Industrial Self-Monitoring" and Section 7-02-001-0012 of the Flagstaff City Code which is entitled "Signatory Requirements" both contain numerous regulations related to industrial users; and

WHEREAS, from time to time, the City Council for the City of Flagstaff can update, add to, or amend the Industrial Self-Monitoring and Signatory Requirements to provide for additional methods and requirements improving the same; and

WHEREAS, the City Council has determined that industrial self-monitoring and the signatory requirements related thereto should be regulated to further improve wastewater treatment in the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. City Code Title 7, *Health and Sanitation*, Chapters 02-001-0010, *Industrial Self-Monitoring*, is hereby amended as follows:

7-02-001-0010 Industrial Self-Monitoring

A. Significant industrial users, at the user's expense, must provide safe and convenient

access for sampling by the City. A City approved manhole must be provided from which a sample that is representative of the total discharge can be taken. There must be unobstructed access to the open flow in the manhole so that a grab sample can be taken and so that sampling equipment can be set up in the manhole.

B. Sampling and analysis must be performed by significant industrial users, at their own expense, at least twice each year, in two (2) separate quarters, (January – March and July – September), and results of such sampling submitted to the City before the last day of each respective quarter or as directed by the City.

C. If a test result is not within the limits of this chapter or the categorical standards from any semiannual sampling, completed by the permitted industrial user, the industrial user shall immediately notify the City within twenty-four (24) hours of becoming aware of the violation (i.e., issuance of final lab report). The industrial user, or the City if they so choose, shall repeat the sampling AND ANALYSIS AND SUMBIT THE RESULTS OF THE REPEAT ANALYSIS within thirty (30) days ~~of~~ after becoming aware of the violation, or more often if it is determined to be necessary by the City.

D. Grab samples must be used when sampling for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics.

E. Twenty-four (24) hour composite samples must be obtained through flow-proportional composite sampling techniques, where feasible. The City may waive flow-proportional composite sampling for any industrial user that demonstrates that flow proportional sampling is infeasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged.

F. The flow must be measured by the industrial user at the time that the sample is taken, according to 40 CFR 403.12.

G. The methods of sampling must be performed in accordance with 40 CFR 136 and any other applicable Federal, State, or local requirements. The sampling location and type must be approved by the City. An authorized representative of the industry (see Section 7-02-001-0012) shall sign and submit with these sample results, a statement verifying the validity of the methods and location.

H. All records of sampling, analysis and flows must be kept by the industrial user and the City for at least three (3) years. All records must be available to the City upon request. THIS PERIOD OF RETNETION SHALL BE EXTENDED DURING THE COURSE OF ANY UNRESOLVED LITIGATIONS REGARDING THE INDUSTRIAL USWER OR POTW OR WHEN REQURESTED BY THE STATE DIRECTOR OR THE EPA REGIONAL ADMINISTRATOR.

SECTION 2. City Code Title 7, *Health and Sanitation*, Chapters 02-001-0012, *Signatory Requirements*, is hereby amended as follows:

7-02-001-0012 Signatory Requirements

A. The reports required by this chapter must be signed as follows:

1. By a responsible corporate officer, if the industrial user submitting the reports is a

corporation. For the purpose of this subsection, a responsible corporate officer means:

a. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one (1) or more manufacturing, production, or operation facilities, PROVIDED, THE MANAGER IS AUTHORIZED TO MAKE MANAGEMENT DECISIONS WHICH GOVERN THE OPERATION OF THE REGULATED FACILITY INCLUDING HAVING THE EXPLICIT OR IMPLICIT DUTY OF MAKING MAJOR CAPITAL INVESTMENT RECOMMENDATIONS, AND INITIATE AND DIRECT OTHER COMPREHENSIVE MEASURES TO ASSURE LONG-TERM ENVIRONMENTAL COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS; CAN ENSURE THAT THE NECESSARY SYSTEMS ARE ESTABLISHED OR ACTIONS TAKEN TO GATHER COMPLETE AND ACCURATE INFORMATION FOR CONTROL MECHANISM REQUIREMENTS; AND ~~employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars ($25,000,000.00) (in second quarter one thousand nine hundred eighty dollars ($1,980.00), if~~ WHERE authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

2. By a general partner or proprietor if the industrial user submitting the reports is a partnership or sole proprietorship respectively.

3. By a duly authorized representative of the individual designated in subsection (A)(1) of this section if:

a. The authorization is made in writing by the individual described in subsection (A)(1) of this section;

b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

c. The written authorization is submitted to the City of Flagstaff, Water Services Division.

4. If an authorization under subsection (A)(3) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of subsection (A)(3) of this section must be submitted to the Division prior to or together with any reports to be signed by an authorized representative.

SECTION 3. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 4. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

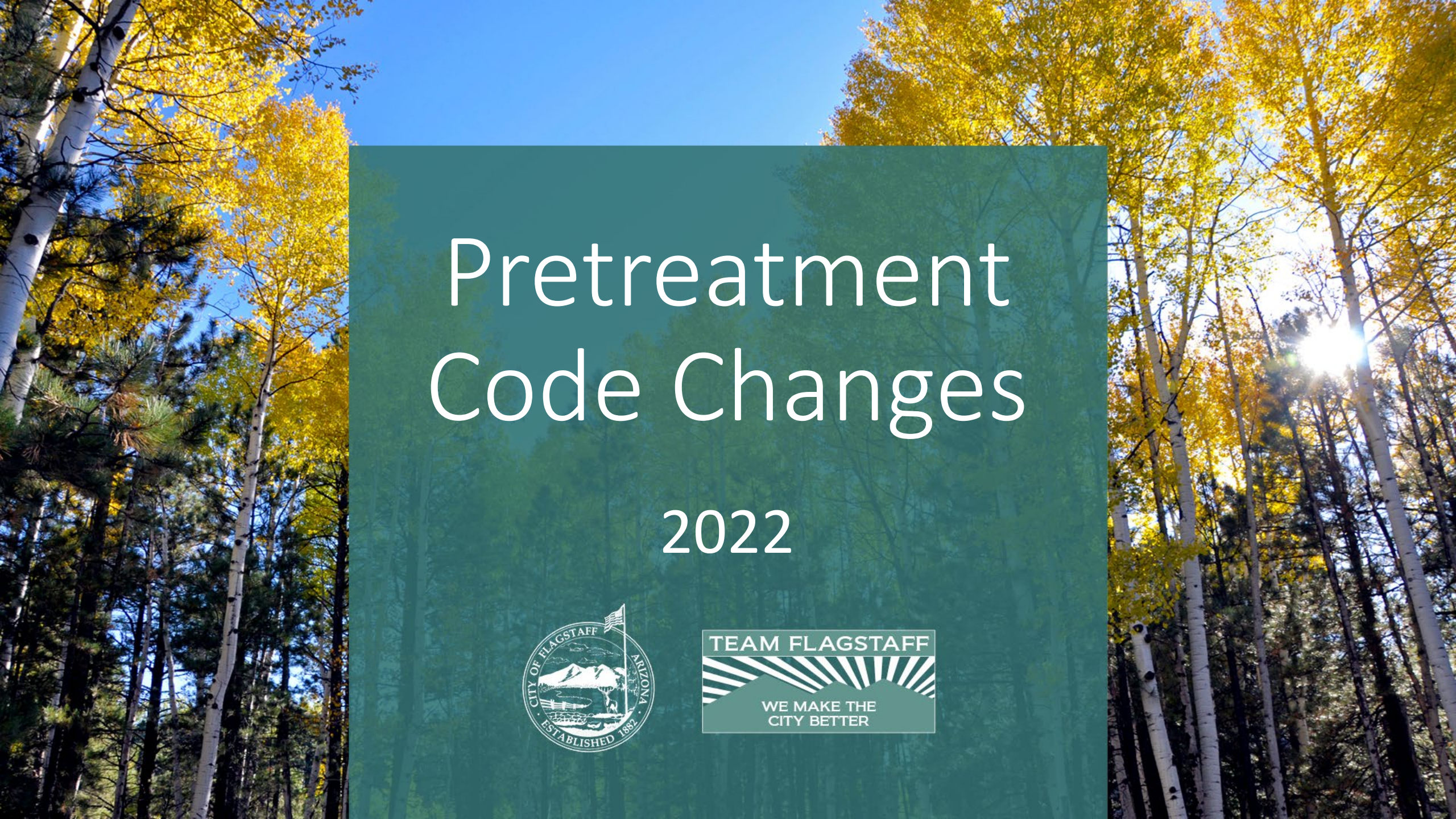
_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY



Pretreatment Code Changes

2022

TEAM FLAGSTAFF

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Pretreatment Code Changes

Need:

- Change 3 pieces of code to match EPA 40 CFR 403

Why:

- PG Environmental (agent of ADEQ) completed a Pretreatment Program Audit on June 7th, 2022.
- Found industrial discharge permit language and sewer use ordinances (SUO) not consistent with EPA language.

Who will this affect?

- Current and future industries that hold COF Industrial Discharge Permits

NAU

Joy

GORE

Flagstaff Medical Center
Northern Arizona Healthcare

Mission Linen Supply
1930 90 YEARS 2020

Nestlé PURINA

What are the changes:

7-02-001-0010: Industrial Self-Monitoring

Current:

- The industrial user, or the City if they so choose, shall repeat the sampling within thirty (30) days of becoming aware of the violation, or more often if it is determined to be necessary by the City.

Proposed:

- The industrial user, or the City if they so choose, shall repeat the sampling and analysis and submit the results of the repeat analysis within thirty (30) days after becoming aware of the violation, or more often if it is determined to be necessary by the City.

What are the changes:

7-02-001-0010: Industrial Self-Monitoring

Current:

- All records of sampling, analysis and flows must be kept by the industrial user and the City for at least three (3) years. All records must be available to the City upon request.

Proposed:

Addition:

- This period of retention shall be extended during the course of any unresolved litigation regarding the Industrial User or POTW or when requested by the State Director or the EPA Regional Administrator.

What are the changes:

7-02-001-0012: Signatory Requirements

Current:

- The manager of one (1) or more manufacturing, production, or operation facilities employing more than two hundred fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five million dollars ($25,000,000.00) (in second quarter one thousand nine hundred eighty dollars ($1,980.00), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

Proposed:

- The manager of one (1) or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

What is Next?

- 30-day Public outreach plan
  - Water Commission meeting – Sept. 15th
  - Permitted industry specific letter with option of meeting
  - Information on Water Services website
- First read before Council – Nov. 1st

Questions?

TEAM FLAGSTAFF

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9. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Jeremy DeGeyter, Project Manager
Co-Submitter:	Trevor Henry
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Approval of Contract: Approve Change Order No. 16 with Shephard Wesnitzer, Inc. in the amount of $151,200.00 and a 470 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract.

STAFF RECOMMENDED ACTION:

1. Approve Change Order No. 16 with Shephard Wesnitzer, Inc. the amount of $151,200.00 and a 470 calendar day time extension for the Rio de Flag Flood Control Utility Relocation Design Services Contract; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

Approval of Change Order No. 16 will compensate Shephard Wesnitzer, Inc. (SWI) for assisting the City in acquiring the property rights necessary for the U.S. Army Corps of Engineers (USACE) to certify the real estate for construction based on the needed lands, easements, rights-of-way, relocations, and disposal site (LERRD) and complete design for the Rio de Flag Flood Control Project (Project). The additional tasks of Change Order No. 16 include coordinating the relocation of utilities within BNSF Railway (BNSF) right of way, provide additional legal descriptions for right of way and easement acquisitions, allow for the design for the replacement of the pedestrian bridge at City Hall, and the breakout and phasing of construction plans. There is a 470 calendar day time extension requested with Change Order No. 16 to ensure the estate necessary meets the guidelines and requirements as outlined by the USACE.

The Change Order Committee considered this item on October 27, 2022, it was approved with a recommendation to forward to the Council for final approval at the City Council meeting on November 15, 2022.

Change Order No. 16 is currently in routing for signatures to document approval of the Change Order Committee and will be attached to the final agenda for this item.

Financial Impact:

The FY 2004-2005 original Design Services Contract was approved by City Council to SWI in the amount of $1,582,521.00. Subsequent values of prior changes authorized through the City Manager's Change Order Authority and City Council approval has resulted in an amount of $2,055,531.34. The funding to pay the amount of Change Order No. 16 ($151,200.00) will come from the Stormwater Fund, tracked in the Rio de Flag project account #206-08-385-3236-0-4421.

Original Contract Value	$1,582,521.00
Value of Prior Changes	$2,055,531.34
Value of this Change	$ 151,200.00
New Contract Value	$3,789,252.34

Policy Impact:

No Impact.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Strengthen Flagstaff's resilience to climate change impacts on built, natural, economic, health, & social systems.

Carbon Neutrality Plan

- Encourage vibrancy, appropriate density, and attainability in existing neighborhoods, so that more residents live within walking distance of their daily needs.
- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.

Regional Plan

- Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.
- Increase the region's preparedness for extreme climate events.
- Incorporate pedestrian access, trails, and watchable wildlife opportunities into natural watercourses when practical.
- Improve mobility and access throughout the region.
- Increase the availability and use of pedestrian infrastructure, including FUTS, as a critical element of a safe and livable community.

Has There Been Previous Council Decision on This:

Previous City Council actions pertaining to authorized value changes and action items necessary for the continuation of the Project since FY 2004-2005.

Options and Alternatives:

1. Approve Change Order No. 16 with SWI the amount of $151,200.00 and a 470 calendar day time extension as recommended; or
2. Reject Change Order No. 16, which will forfeit the opportunity for the City to comply with its requirement to provide the estate necessary to allow the USACE to certify the real estate for the Rio de Flag Flood Control Project.

Background/History:

On January 18, 2005, the City Council awarded the Design Services Contract to SWI to perform design services for this Project.

Key Considerations:

The Rio de Flag Flood Control Project is included in the City's Stormwater Management Capital Improvement Program and is the number one priority. The Project has also been the subject of numerous City Council meetings, City-to-Citizen communications and newspaper articles.

The USACE requested funding for their FY 20 work plan to construct the entire Project. The USACE received $52M which will complete their share (65%) of the project as outlined in the Project Cooperation Agreement.

In 2018, the City Council authorized a fee increase to the Stormwater rate that would provide funding for the Capital Improvement Program (CIP). In 2019, City Council authorized collection of the rate increase. The rate increase will provide funding for the Stormwater CIP, of which the Rio de Flag Flood Control Project is the number one priority. The City has the capacity and commitment to complete our share of the project as outline in the Project Cooperation Agreement.

On April 12, 2021, the USACE submitted to the City the real estate "take letter" outlining the estate necessary for the real estate certification. It is the City's responsibility as outlined in the Project Cooperation Agreement to provide the corridor necessary for the USACE to solicit, award and construct the Project.

A sample of the additional tasks contained in Change Order No. 16 includes:

BNSF Utility Coordination:

- Prepare forms and exhibits for BNSF Utility Accommodation Policy Applications necessary for relocation of utilities within BNSF right of way. Includes performing survey of BNSF utilities in and around project limits.

Legal Description:

- Prepare legal descriptions and supporting exhibits for additional easements necessary for construction that are not defined in the Army Corps Take Letter. Easements include temporary construction easements and public utility easements. This task includes creation of 59 legal descriptions, which includes 43 legal descriptions for Clay Avenue Wash, 5 legal descriptions for the Lower Reach, and an additional 11 legal descriptions. This includes up to 36 legal descriptions for fiber optic line easements.

City of Flagstaff Pedestrian Bridge:

- Due to the improvements to the Rio de Flag the existing pedestrian bridge at City Hall will be removed and replaced. This task includes survey, geotechnical report, and structural and electrical engineering services need to design the replacement structure.

Phased Construction Plans:

- Per direction received from the Army Corps, separate the Utility Relocation and Surface Reconstruction plans into two individual plan sets for Phase 1 and Phase 2.

Change Order No. 16 will add 470 calendar days to the Design Services Contract. The revised completion date is October 1, 2023, which corresponds with the USACE anticipated construction project award date in the Fall of 2023.

Change Order No. 16 was presented to the Change Order Committee for their consideration on October 27, 2022. The item was approved with a recommendation to forward to the City Council for consideration and final approval.

Expanded Financial Considerations:

Funding for Change Order No. 16 ($151,200.00) will come from the Stormwater Fund and will be tracked in the Rio de Flag Flood Control project 206-08-385-3236-0-4421. The Stormwater Fee rate increase started collection in July 2019 to fund the Stormwater CIP. The Rio de Flag Flood Control Project is part of the Stormwater CIP and is the highest priority Project.

The USACE was awarded $52M in their FY 20 work plan, providing commitment for their full share of the project at 65%.

Expanded Options and Alternatives:

1. Approve Change Order No. 16 with SWI in the amount of $151,200.00 and a 470 calendar day time extension as recommended; or
2. Reject Change Order No. 16, which will forfeit the opportunity for the City to comply with its requirement to provide the estate necessary to allow the USACE to certify the real estate for the Rio de Flag Flood Control Project.

Attachments: Presentation
RDF Change Order 16
Vicinity Map

City of Flagstaff

Rio de Flag Flood Control Project

Change Order No. 16

November 15, 2022

TEAM FLAGSTAFF

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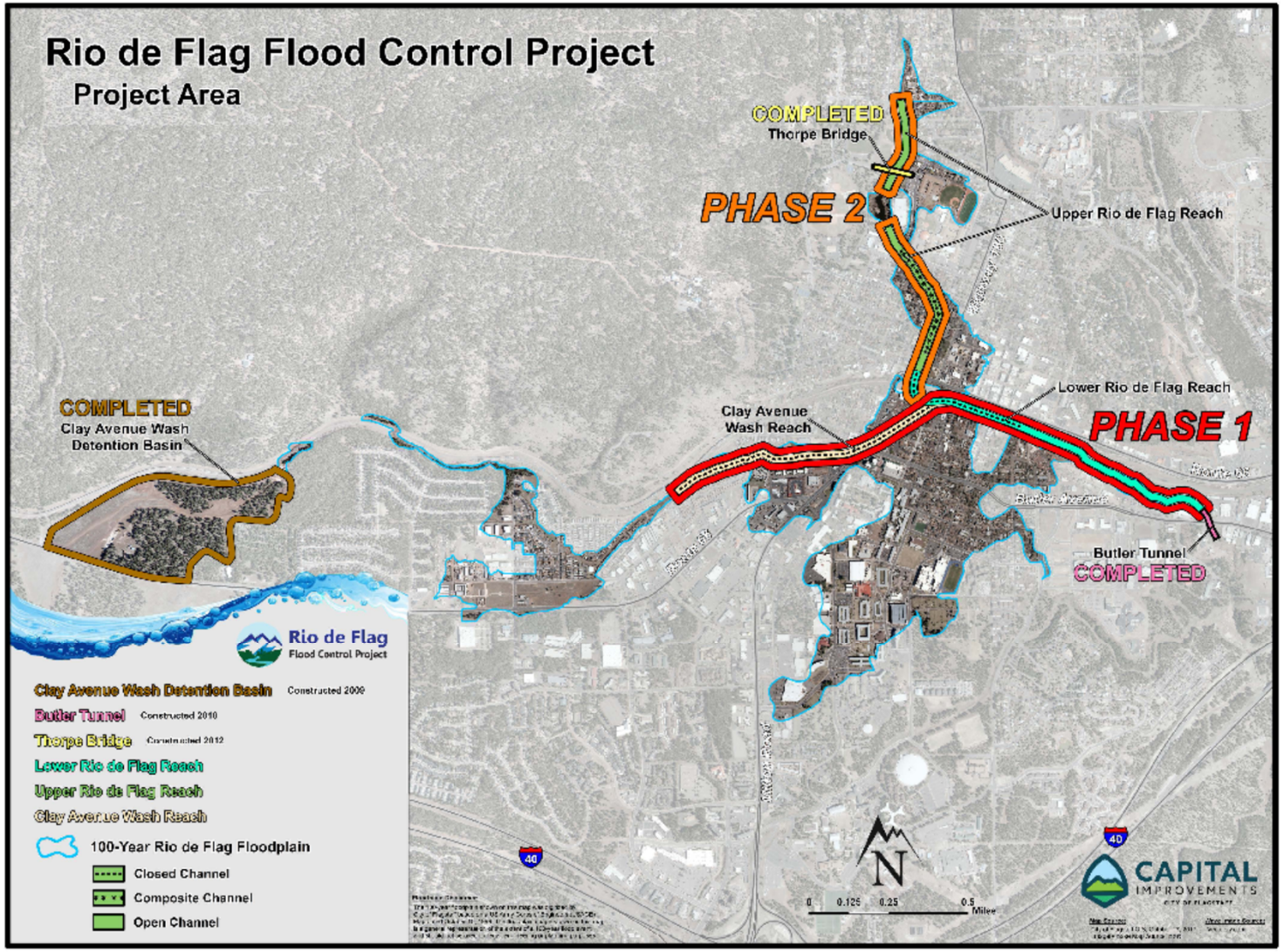
CHANGE ORDER NO. 16



CHANGE ORDER NO. 16

History of Design Services with Shephard Wesnitzer, Inc.

- Original Design Services Contract, **2005**
- Contract Modifications, **2005 to 2009**
  - No Council Action, City Manager's CO Authority and Staff's CA Authority
- Change Order No. 4, **2009**
- Additional Contract Modifications, **2009 to 2020**
  - No Council Action, City Manager's CO Authority and Staff's CA Authority
- Change Orders No. 13-15, **March 2020- July 2021**

CHANGE ORDER NO. 16

History of Design Services with Shephard Wesnitzer, Inc.

- November 15, 2022, Council consideration of Change Order No. 16
  - **Change Order No. 16 –** added tasks, include coordinating the relocation of utilities within BNSF right of way, additional legal descriptions for right of way and easement acquisitions, design for the replacement of the pedestrian bridge at City Hall, and the breakout and phasing of construction plans.
    - **$151,200 with 470 days**
  - City responsible for acquiring the property rights necessary for the U.S. Army Corps of Engineers to certify the real estate for construction based on the lands, easements, rights-of-way, relocations and disposal site for the Flood Control Project.

CHANGE ORDER NO. 16

History of Design Services with Shephard Wesnitzer, Inc.

- **Change Order No. 16**:
  - On October 27, 2022, the Change Order Committee reviewed and approved with a recommendation to be forwarded to the Council for final approval
- **Staff Recommended Action:**
  1. Approve Change Order No. 16 with Shephard Wesnitzer, Inc. the amount of $151,200.00.
  2. Add 470 calendar days to the design services contract
  3. Authorize the City Manager to execute the necessary documents.

Project Update

- Project Design
- US Army Corps of Engineers (USACE)
- Real Estate
- BNSF

CHANGE ORDER NO. 16

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Questions

CITY OF FLAGSTAFF

☐ **CONFIRMING CHANGE ORDER NO.**
☒ **CONSULTING CONTRACT CHANGE ORDER NO.** **16**
☐ **CONSTRUCTION CONTRACT CHANGE ORDER NO.**
☐ **CONTRACT ALLOWANCE UPDATE NO.**

PROJECT NO. 346800 **PROJECT NAME:** Rio de Flag Flood Control Utility Relocation

FILE NO. 03-04011 **PROJECT MANAGER:** Jeremy DeGeyter

TO: Shephard Wesnitzer, Inc.

You are hereby directed to make the herein described changes from the plans and/or specifications or perform the following described work not included in the plans and/or specifications of this contract. Description of work to be done:

Provide additional work tasks as described in the proposal dated October 20, 2022 for the Rio de Flag (RDF) Flood Control project as required by the US Army Corps of Engineers (USACE). The added tasks are requirements to meet the estate necessary to certify real estate for construction based on the lands, easements, rights-of-way, relocations and disposal site (LERRD) for the RDF Flood Control Project. The tasks include relocation of utilities within BNSF right of way, legal descriptions for real estate acquisitions, design of replacement of pedestrian bridge at City Hall, and phasing of construction plans. There is a 470-day time extension requested with this change order to meet the USACE anticipated project award date.

Change Order originated by: ☒ **CITY OF FLAGSTAFF** ☐ **CONTRACTOR** ☐ **CONSULTANT** ☐ **OTHER:** _____

Project Manager	10/27/2022 Date	**Approval Recommended**	Jeremy DeGeyter Digitally signed by Jeremy DeGeyter DN: C=US, E=jdegeyter@flagstaffaz.gov, O=City of Flagstaff, OU=Capital Improvements, CN=Jeremy DeGeyter Date: 2022.10.26 12:21:04-07'00'
Department Head	10/27/2022 Date	**Approval Recommended**	
Water Services	10/27/2022 Date	**Approval Recommended**	absent
Public Works	10/27/2022 Date	**Approval Recommended**	11/2/2022
City Engineering	10/27/2022 Date	**Approval Recommended**	Trevor Henry 11/2/2022
City Attorney	10/27/2022 Date	**Approval Recommended**	
Purchasing (Chair)	10/27/2022 Date	**Approval Recommended**	
City Manager	10/27/2022 Date	**Approval Recommended**	

		END DATES		
ORIGINAL CONTRACT PERIOD	**275 Days**	**(10/30/05)**	**ORIGINAL CONTRACT**	**$ 1,582,521.00**
PRIOR TIME CHANGES	**6,350 Days**	**(6/19/22)**	**TOTAL PRIOR VALUE CHANGES**	**$ 2,055,531.34**
THIS TIME CHANGE	**470 Days**	**(10/1/23)**	**VALUE OF THIS CHANGE**	**$ 151,200.00**
NEW CONTRACT PERIOD	**7,095 Days**	**(10/1/23)**	**NEW CONTRACT**	**$ 3,789,252.34**

We, the undersigned consultant, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above and perform all services necessary for the work above specified and will accept as full payment therefore the prices and time extensions shown above.

FIRM NAME: Shephard Wesnitzer, Inc.

Accepted Date: 10/26/2022 **By:** _____

CITY OF FLAGSTAFF

☐ CONFIRMING CHANGE ORDER NO.
☒ CONSULTING CONTRACT CHANGE ORDER NO. 16
☐ CONSTRUCTION CONTRACT CHANGE ORDER NO.
☐ CONTRACT ALLOWANCE UPDATE NO.

PROJECT NO. 346800 **PROJECT NAME:** Rio de Flag Flood Control Utility Relocation

FILE NO. 03-04011 **PROJECT MANAGER:** Jeremy DeGeyter

JUSTIFICATION:
Shephard Wesnitzer Inc. (SWI) completed the design of the Final I utility and right of way relocation plans on February 24, 2010 as part of the City's LERRD (Land, Easements, Rights of Way, Relocation and Disposal) contribution. The USACE has hired TetraTech to complete the 100% flood control design, excluding the structural and landscaping components. The USACE submitted 90% plans in May 2020 and has projected a final design completion of May 2023. The Project Cooperation Agreement (PCA), requries the non-federal sponsor, the City of Flagstaff, to furnish the required estate for the project. The added tasks are requirements to meet the estate necessary to certify real estate for construction based on the lands, easements, rights-of-way, relocations and disposal site (LERRD) for the RDF Flood Control Project. The additional tasks include coordinating the relocation of utilities within BNSF right of way, additional legal descriptions for right of way and easement acquisitions, design for the replacement of the pedestrian bridge at City Hall, and the breakout and phasing of construction plans.

TIME ANALYSIS:
A 470-calendar day contract time extension is proposed to complete the work to meet the estate necessary for the USACE to certify real estate for construction based on the LERRD's.

COST ANALYSIS:
Reference attached documentation from SWI dated October 20, 2022, for scope of services and fee proposal regarding the additional real estate and design tasks for the Rio de Flag Flood Control Project.

Original Contract Amount:	$1,582,521.00
Total Prior Value Changes:	$2,055,531.34
Value of this Change Order:	$ 151,200.00
New Contract Amount:	$3,789,252.34

This change order exceeds the authorized change order authority and will require City Council approval. The Stormwater Fee increase authorized in November 2018 and collection in July 2019, will provide funding. The Rio de Flag Hydrology account (206-08-385-3236-0-4421) will fund Change Order #16.

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ **Design** ☐ **Construction** ☐ **Other**
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,789,252.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,789,252.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2006/October 1, 2023	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	

CITY PROJECT MANAGER: Jeremy DeGeyter

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
CO#1	$14,404.00	0	N/A	Revise sewer crossings & cost estimate due to change in structures & flood elevations by USACE. Amount is to be taken from City Manager's Authority. $136,346.00/$150,750.00
8/04/05	$1,596,925.00	275	10/30/05	
Field Order #1	$1,290.00	0	N/A	Prepare exhibits and convert files to Arcmap format. $73,710.00/$75,000.00
8/22/05			10/30/05	
Field Order #2	N/A	60	N/A	Time extension due to City/USACE delays.
10/26/05		335	12/29/05	
Field Order #3	2,800.00	60	N/A	Time extension due to City/USACE delays.
2/09/06	0	395	2/27/06	
CO#2	$11,998.00	261	N/A	Additional Title Reports, time extension due to City delay. Amount is to be taken from City Manager's Authority. $124,348.00/$150,750.00
3/20/06	$1,608,923.00	656	11/15/06	
Field Order #4	$941.98	0	N/A	Prepare Brownfield Exhibits. $69,968.02/$75,000.00
5/20/06	N/A	656	11/15/06	
Field Order #5	N/A	60	N/A	Time extension due to City/USACE delays.
11/6/06		716	1/14/07	

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ Design ☐ Construction ☐ Other
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,789,252.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,789,252.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2006/October 1, 2023	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Jeremy DeGeyter			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Field Order #6	N/A	60	N/A	Time extension due to City/USACE delays.
1/08/07		776	3/15/07	
CO#3	$12,015	730	N/A	Additional design to determine estimate of right of way needed and utility relocations cost for the Corps Limited Re-evaluation Report. Amount is to be taken from City Manager's Authority. $112,333.00/$150,750.00
2/1/07	$1,620,938	1506	3/14/09	
Field Order #7	N/A	60	N/A	Time delays due to City and USACE.
3/09/09		1566	5/13/09	
CO#4	$1,038,036.34	270	5/05/09	Deliver Phase II of the project per the attached scope and fee.
4/16/09	$2,658,974.34	1836	2/07/10	
Field Order #8	$3,600.00	0	N/A	Provide additional sewer flow measurement.
9/14/09	2,662,574.34	1836	2/07/10	
CO#5	$24,343.00	38	N/A	Accelerate design of lower 850 l.f. of utility plans to meet shovel ready designation. Amount is to be taken from City Manager's Authority. $87,990.00/$150,750.00
10/15/09	$2,683,317.34	1874	3/17/10	

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ Design ☐ Construction ☐ Other
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,789,252.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,789,252.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	12/13
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2006/October 1, 2023	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Jeremy DeGeyter			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Change Order #6	$0	180	N/A	Time extension due to City/USACE delays as a result of the January 2010 VE study.
3/4/10	$2,683,317.34	2054	9/13/10	
Change Order #7	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/9/10	$2,683,317.34	2419	9/13/11	
Change Order #8	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/8/11	$2,683,317.34	2784	9/13/12	
Change Order #9	$0	365	N/A	Time extension due to City/USACE delays as a result of the 2010 VE study and revisions to the 90% plans.
9/13/12	$2,683,317.34	3149	9/13/13	
Change Order #10	$0	972	N/A	Time extension due to City/USACE delays.
5/21/15	$2,683,317.34	4,121	5/12/2016	
Change Order #11	$0	491	N/A	Time extension due to City/USACE delays.
9/15/16	$2,683,317.34	4,612	9/15/2017	

CITY OF FLAGSTAFF	*PROJECT STATUS FORM*
PROJECT NAME: Rio de Flag Flood Control Utility Relocation	☒ Design ☐ Construction ☐ Other
PROJECT NO. 346800	**FILE NO.** 03-04011

ACCT. NO.		
206-08-385-3236-0-4433	100%	$3,789,252.34
	PROPOSED CONTRACT TOTAL *(Includes Original Contract Amount & All Change Orders)*	$3,789,252.34

COUNCIL APPROVAL:	January 18, 2005	**ORIGINAL CONTRACT AMOUNT:**	$1,582,521.00
PROJECT BUDGET	$2,870,940.00	**FY:**	19
PROJECT BUDGET		**FY:**	
NOTICE TO PROCEED:	January 28, 2005	**ORIGINAL CONTRACT PERIOD (calendar days):**	275
ORIGINAL/REVISED COMPLETION DATES:	October 30, 2006/October 1, 2023	**ORIGINAL CONTRACT ALLOWANCE:**	$75,000.00
CONSULTANT: Shephard Wesnitzer, Inc.		**LOCATION:** Flagstaff, AZ	
CITY PROJECT MANAGER: Jeremy DeGeyter			

Change Orders	C.O. Amount/ Allowance Amt	C.O. Days	Council Date	REASON FOR CHANGE
Revision Date	New Total	Original / New Total	New Comp. Date	
Change Order #12	$0	958	N/A	Time extension to bring current the existing contract and meet the new USACE final design completion date of 04/30/2020
3/7/19	$2,683,317.34	5,845	4/30/20	
Change Order #13	$483,100.00	365	3/17/2020	Additional work to bring outstanding tasks to comply with the USACE final design and meet the project schedule for construction delivery, Spring 2021
2/13/2020	$3,166,417.34	6,210	4/30/21	
Change Order #14	$374,135.00	180	11/17/2020	Added tasks are supplemental to the design as outlined and requested by the USACE; supplemental survey services, additional side drain analysis, final design and coordination to produce 100% Construction Plans
11/05/2020	$3,540,552.34	6390	10/27/21	
Change Order #15	$97,500.00	235	7/06/2021	Added tasks to ensure the real estate certification has sufficient rights. The added tasks will include revised legal descriptions, schedule B maps, segment maps.
6/17/2021	$3,638,052.34	6625	6/19/22	
Change Order #16	$151,200.00	470	11/15/2022	Added tasks related to relocation of utilities within BNSF right of way, real estate acquisitions, design of replacement of pedestrian bridge at City Hall, and phased construction plans to meet USACE requirements.
10/27/2022	$3,789,252.34	7095	10/1/23	

COMMENTS: The allocations shown above are inclusive of all Change Orders shown.

Purchase Order Number:	14-000120	**Line Number:**	1	**Amount**	$698,015.35
Purchase Order Number:	14-000120	**Line Number:**	2	**Amount**	$7,244.66
Purchase Order Number:	14-000120	**Line Number:**	3	**Amount**	$483,100.00

Purchase Order Number:	14-000120	**Line Number:**	**4**	**Amount**	$374,135.00
Purchase Order Number:	14-000120	**Line Number:**	**5**	**Amount**	$97,500.00

Shephard Wesnitzer, Inc.
Engineering an environment of excellence

110 West Dale Avenue
Flagstaff, AZ 86001

928.773.0354
928.774.8923

www.swiaz.com

Engineering an environment of excellence.

Ms. Christine Cameron
City of Flagstaff
211 W. Aspen Avenue
Flagstaff. AZ 86001 ("Client")

October 20, 2022
Job # 04473

RE: Rio De Flag
Additional Services Change Order #16

Dear Ms. Cameron:

SWI has been asked to provide additional services for the design and real estate portions of the project. Please provide a change order for the additional services listed below.

1.0 SCOPE OF SERVICES, ADDITIONAL

We propose to provide the following:

Item No.	Description	Fee
1.	**BNSF UAP Applications:** Complete BNSF UAP forms and prepare supporting exhibits. The previous proposal included applications for 14 BNSF parcels with one exhibit provided per parcel. Per the meeting with BNSF staff, an individual application and exhibit will need to accompany each individual water/sewer/fiber optic improvement within each BNSF parcel, which results in a total of 23 applications. This item is for the additional 9 applications.	**$4,800**
2.	**BNSF Utility Locating Survey:** Includes survey of the BNSF telecom and signal locating. Item does not include permitting requirements needed to access BNSF property.	**$8,800**
3.	**Legal Descriptions (TCEs & PUEs):** Prepare legal descriptions and supporting exhibits for additional easements necessary for construction that are not defined in the Army Corps Take Letter. Easements include temporary construction easements and public utility easements. This item includes budget to create 59 legal descriptions, which includes 43 legal descriptions for Clay Avenue Wash, 5 legal descriptions for the Lower Reach, and an additional 11 legal descriptions.	**$47,000**
4.	**Legal Descriptions (Fiber):** Prepare legal descriptions and supporting exhibits for additional easements necessary for construction of the fiber optic line that are not defined in the Army Corps Take Letter. This item includes budget to create 36 legal descriptions, which includes 13 legal descriptions for Clay Avenue Wash, 18 legal descriptions for the Lower Reach, and an additional 5 legal descriptions. It is assumed that the fiber easements cannot be combined with and will overlap public utility easements.	**$29,000**
5.	**Supplemental Survey:** Includes supplemental survey for the design of the reconstruction of the City of	**$2,100**

Flagstaff Pedestrian Bridge.

6. Geotechnical Report: **$5,800**

A geotechnical report will be prepared for the reconstruction of the City of Flagstaff Pedestrian Bridge, including foundation requirements.

7. City of Flagstaff Pedestrian Bridge: **$23,500**

Due to the improvements to the Rio de Flag the existing pedestrian bridge at City Hall will be removed and replaced. At this time, the City of Flagstaff has indicated that they would prefer an "in-kind" replacement of the pedestrian bridge.

Structural Engineering Services:

Sirius Structures, LLC will provide the following services during the design portion of the project:

· One (1) site visit with SWI and owner to review existing construction
· Correspondence during the design phase to the Client and other sub-consultants on structurally significant design and detailing decisions
· Preparation of structural construction plans including: General Structural Notes, Typical Details, Foundation and Framing Plans, and project specific Foundation and Framing Details
· Preparation of a structural calculation report outlining the analysis performed. Coordination during the permitting phase including any revisions to the construction plans or calculations created by Sirius Structures requested by the Building Department.

Sirius Structures, LLC will provide the following services during the construction portion of the project:

· Up to (2) reviews of contractor provided structural submittals (concrete, masonry, etc.) to verify compliance of the submittals with the design intent of the structural construction
documents
· Review and response to structural RFI's during bidding or construction (this scope explicitly excludes designs of repairs due to errors or omissions or others as

Electrical Engineering Services:

Volta US will provide the following services during the design portion of the project:

Electrical construction includes relocating existing PV system and site lighting raceways that run through the existing bridge. The existing PV inverters are to remain in place, not affected by the new work. New city friendly lighting shall be added to the bridge along with any other related electrical power and low voltage raceways.

Basic Services:

1. Electrical construction documents including,
· Up to (1) site observation(s) during design
· Bridge lighting and photometrics
· Site power and demolition plans
· Relocation of PV system feeders

2A. Electrical construction administration (CA) / post design (in-house) services including submittal reviews, response to RFIs through construction may be provided as follows, on a time and materials basis as needed per current engineering rates in force. The amount indicated below for CA services is not to exceed without prior authorization. Additional services beyond NTE amount may be added with client approval.

2B. Site visits during construction phase (each visit as needed).

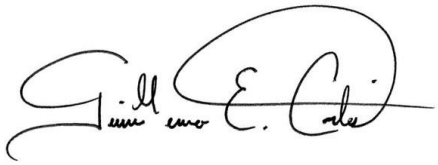
8. Phased Construction Plans: **$30,200**

Per direction received from the Army Corps on October 10, 2022. This item includes a fee to separate the Utility Relocation and Surface Reconstruction plans into two individual sets for Phase 1 and Phase 2.

ASWO#16 DESIGN TOTAL: $151,200.00

Your signature below will serve as your acceptance of this Work Order, pursuant to the terms and conditions of the original contract. Feel free to call if you have any questions or concerns.

Sincerely,

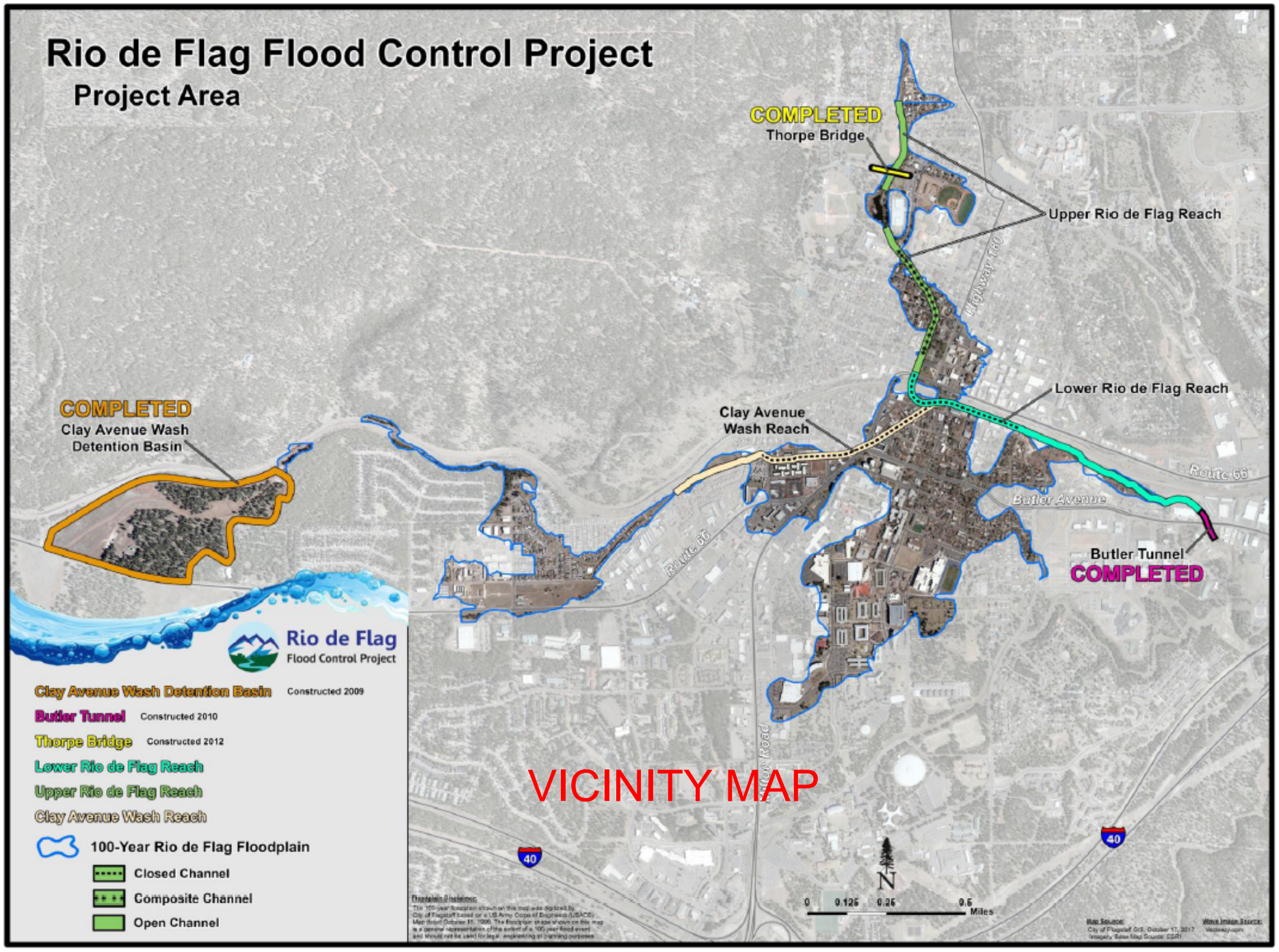


Guillermo E. Cortes, P.E.
Vice President

Accepted: _____ Date: _____

Rio de Flag Flood Control Project

Project Area



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Manager - Stormwater

Co-Submitter: Brad Hill

Date: 11/07/2022

Meeting Date: 11/15/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-32: An ordinance of the City Council of the City of Flagstaff, amending the Flagstaff City Code, Title 12, Floodplains, Chapter 12-02, Stormwater Management Utility, by amending Section 12-02-002-0003, Schedule of Stormwater Management Utility Service Charges and Fees; providing for repeal of conflicting ordinances, severability, penalties, authority for clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 15, 2022 Council Meeting:
1) Open the Public Hearing
2) Read Ordinance No. 2022-32 by title only for the first time
3) City Clerk reads Ordinance No. 2022-32 by title only (if approved above)

At the November 29, 2022 Council Meeting:
4) Continue the Public Hearing
6) Read Ordinance No. 2022-32 by title only for the final time
7) City Clerk reads Ordinance No. 2022-32 by title only (if approved above)
8) Adopt Ordinance No. 2022-32

Executive Summary:

This meeting serves as the first read of Ordinance 2022-32 and provides a public hearing for said Ordinance. This action adopts an ordinance increasing Stormwater service charges (rates). An equivalent rate unit (ERU) equals 1,500 square feet of impervious area on a property. Stormwater service charge increase is necessary to adequately fund pre-monsoon season flood preparation, flood response, operations, maintenance, and priority capital improvement projects.

Staff developed stormwater rate alternatives for Council to consider which including a staff recommended option of increased capital projects through rates, and other options including an option for limited capital projects through rates and debt financing with a rate funded match for potentially grant funded capital projects, and an option for very limited future capital based on only highest priority projects in the next three years. These options are listed in the draft Ordinance as well as in the attached presentation.

Financial Impact:

The City is recognizing the need to establish appropriate stormwater rates that will allow for the Stormwater Fund to remain solvent following flood response and Capital Improvements from post-wildfire flooding as well as regular operations of the Stormwater Utility. An increase in stormwater rates is needed in order to meet future operating expenditures, provide funding for priority capital improvements and provide sound fiscal management to the Stormwater Fund.

Policy Impact:

Consideration of the level of funding for Stormwater operations and flood mitigation capital projects.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budgeting Priorities

- Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system
- High Performing Governance: Enhance the organization's fiscal stability & increase efficiency & effectiveness

Regional Plan:

- Goal WR.2.2 Maintain and develop facilities to provide reliable, safe and cost-effective stormwater services.

Carbon Neutrality Plan

- Community Resilience: Ensure all mitigation actions improve Flagstaff's ability to adapt to the future.
- Community Resilience: Strengthen existing community systems to create resilience to both short-term shocks and long-term change.

Has There Been Previous Council Decision on This:

On August 23, 2022, City Council adopted Resolution 2022-44, a Notice of Intent to increase Water Services rates or rate components, fees or service charges.

On October 25, 2022, during the Council work session staff presented results of the Stormwater Rate Adjustment Report and current scenarios for rate increases.

Options and Alternatives:

Alternatives are being considered to provide various levels of service to the community with the understanding of enhanced operations and maintenance due to recent flood events and new infrastructure.

- Adopt Ordinance No. 2022-32 as proposed.
- Postpone the public hearing to a date certain and the adoption of Ordinance No. 2022-32 and provide staff direction.
- Amend and adopt Ordinance No. 2022-32 and direct staff to modify the capital improvement plan and drainage maintenance program.
- Do not adopt Ordinance No. 2022-32 and have staff delay capital improvement projects and reduce the drainage maintenance program. This action will greatly limit staff's ability to continue to address flood preparation, response, and necessary maintenance with the current ($3.74/ERU) Stormwater rate.

Background/History:

The Stormwater Section was created in 2003 as a separate utility. The utility has undergone many changes since its inception with a drastic increase in expenses and level of service following the Museum Fire of 2019 and Pipeline Fire of 2022. The need for an increase in the rate is in relation to these fires, inflationary pressure, increased infrastructure maintenance needs, and continued flood response costs. This rate was evaluated by an outside consultant, Water Resources Economics, and was reviewed by Staff for appropriateness in terms of community level of service.

Key Considerations:

Current Stormwater rates are insufficient for continuing pre-monsoon season flood preparation or monsoon flood response. Current rates are insufficient for funding the Highway 180 at Schultz Creek culvert. The City has several basins to help mitigate flood levels in our community and are expected to collect sediment and debris from the fire burn areas. Current rates are insufficient for the large increases in maintenance costs that will be incurred from the construction of the Killip School Regional Detention Basins, Schultz Creek Basins, Francis Short Pond Basin and Park Way Basins.

Expanded Financial Considerations:

Current Stormwater rates are insufficient for continuing pre-monsoon season flood preparation or monsoon flood response.
Current rates are insufficient for funding the Highway 180 at Schultz Creek culvert.
Current rates are insufficient for the drastic increase in maintenance costs that will be incurred by the new Killip School Regional Detention Basins, Park Way Basins, and Schultz Creek Basins.

Community Benefits and Considerations:

Establishing a fiscally secure Stormwater Fund will provide for flood response and post-fire long term mitigations that will reduce repetitive funding. The Fund will continue to support the Rio de Flag Flood Control Project, FEMA regulatory compliance, and stormwater development review.

Community Involvement:

A public notice and the Stormwater Rate Adjustment report was made available to the public on September 16, 2022. A Stormwater page has also been created to provide additional information on the rate adjustment. Staff has reached out to the community for opportunities to provide a roadshow presentation to groups. Community forums were scheduled to allow for the public to attend in-person or virtually. This rate adjustment had several public meetings and previous Council discussion on October 25, 2022.

Attachments: Ord. 2022-32
Stormwater Rate Report
Stormwater Rate Presentation

ORDINANCE NO. 2022-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF CITY CODE, TITLE 12, FLOODPLAINS, CHAPTER 12-02, STORMWATER MANAGEMENT UTILITY, BY AMENDING SECTION 12-02-002-003 SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES; PROVIDING FOR REPEAL OF CONFLICTING OF ORDINANCES, SEVERABILITY, PENALTIES, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, A.R.S. §§ 9-511, 9-511.01 et. seq. provide authority for municipalities to adjust stormwater utility service charges (rates), and fees; and

WHEREAS, the City has published a notice of intention in the local newspaper, published notice of proposed new or increased fees on its website and social media at least 60 days prior to approval, and held a public hearing all as provided for by law; and

WHEREAS, utility service charges and fees are established to charge the user of a specific service the cost of delivering the specific service; and

WHEREAS, the City of Flagstaff ("City") has found that it is necessary to update, adjust and increase stormwater service charges and fees in order to provide for the cost of projects necessitated by forest fires resulting in new stormwater flooding risks, as well as maintaining service levels and system capacity; and

WHEREAS, the City wishes to change language in the City Code, Title 12, Floodplains, Chapter 12-02, Stormwater Management Utility, to update the Stormwater Management Utility Service Charges and Fees Schedule; and

WHEREAS, the City has finds that the updates, adjustments and increases to the stormwater management service charges and fees are all just and reasonable.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General

Title 12, Floodplains, of the Flagstaff City Code is hereby amended by amending the following section to read as follows (additions shown in red text, deletions shown as stricken):

12-02-002-0003 SCHEDULE OF STORMWATER MANAGEMENT UTILITY SERVICE CHARGES AND FEES

There is hereby adopted the following schedule of stormwater management utility service

charges and fees for the purpose of funding all or any portion of the City's Stormwater Management Utility Service programs.

(a) STORMWATER MANAGEMENT UTILITY SERVICE CHARGE. Unless amended, adjusted, or repealed by City Council, a periodic stormwater management utility service charge is hereby imposed on any and every property, lot, or parcel of land in the City of Flagstaff, except as may be altered by an exemption, credit, offset or other adjustment to the service charge, in the following manner:

1) Detached single-family residential property, lots, or parcels of land shall be charged based on the ~~following tiered system (each tier represents the number of ERUs being charged):~~ NUMBER OF EQUIVALENT RATE UNITS UP TO 10 EQUIVALENT RATE UNITS MULTIPLIED BY THE EFFECTIVE RATE.

~~Effective July 1, 2019, the stormwater management utility service charge shall increase incrementally according to the following table:~~

~~Effective Date~~	~~Increase/Decrease Amount~~	~~Tier 1~~	~~Tier 2~~	~~Tier 3~~	~~Tier 4~~	~~Tier 5~~
~~July 1, 2019~~	~~$1.48~~	~~$3.74~~	~~$7.48~~	~~$11.22~~	~~$14.96~~	~~$18.70~~

2) All other properties, lots, or parcels of land not classified as detached single-family residential property, unless exempted pursuant to Section 12-02-002-0005, shall be charged ~~three dollars and seventy-four cents ($3.74) per month for each~~ BASED ON THE NUMBER of equivalent rate unit, or increment thereof, located on the property, lot, or parcel of land.

~~Effective July 1, 2019, all other properties, lots, or parcels of land not classified as detached single-family residential property shall be charged according to the following table for each equivalent rate unit, or increment thereof, located on the property, lot, or parcel of land:~~

~~Effective Date~~	~~Incremental Increase/Decrease~~	~~Total Rate per ERU~~
~~July 1, 2019~~	~~$1.48~~	~~$3.74~~

3) EFFECTIVE JANUARY 1, 2023, ALL OTHER PROPERTIES SHALL BE CHARGED MONTHLY ACCORDING TO THE FOLLOWING TABLE FOR EACH EQUIVALENT RATE UNIT LOCATED ON THE PROPERTY, LOT, OR PARCEL OF LAND:

[Scenario 1:]

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
JANUARY 1, 2023	1.87	5.61
JANUARY 1, 2024	1.40	7.01

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
JANUARY 1, 2025	0.70	7.71
JANUARY 1, 2026	0.27	7.98
JANUARY 1, 2027	0.28	8.26
JANUARY 1, 2028	0.29	8.55
JANUARY 1, 2029	0.30	8.85

[Scenario 2:]

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
APRIL 1, 2023	0.64	4.38
JANUARY 1, 2024	0.74	5.12
JANUARY 1, 2025	0.87	5.99
JANUARY 1, 2026	1.02	7.01
JANUARY 1, 2027	1.19	8.20
JANUARY 1, 2028	1.39	9.59
JANUARY 1, 2029	1.63	11.22

[Scenario 3:]

EFFECTIVE DATE	INCREMENTAL INCREASE/DECREASE	TOTAL MONTHLY RATE PER ERU
APRIL 1, 2023	0.64	4.38
JANUARY 1, 2024	0.74	5.12
JANUARY 1, 2025	0.87	5.99
JANUARY 1, 2026	1.02	7.01
JANUARY 1, 2027	0.24	7.25
JANUARY 1, 2028	0.26	7.51
JANUARY 1, 2029	0.26	7.77

(b) SPECIAL STORMWATER SERVICE FEES. Unless amended, adjusted, or repealed by a City Council, the following special stormwater service fees shall be applied for the following services in the amount(s) defined:

1) Grading, Drainage, Paving Plan and SWPPP review	$225 per sheet for a first and second review

	$225 per sheet for all reviews thereafter
2) Grading and Drainage Field Inspection-sites less than 5 acres	$60 per inspection
3) Grading and Drainage Field Inspection-sites larger than 5 acres	$120 per inspection
4) SWPPP Inspection-sites less than 5 acres	$60 per inspection
5) SWPPP Inspection-sites larger than 5 acres	$120 per inspection
6) Annual Inspection of Structural Control	$60 per inspection
7) Drainage Report Review	$200 for first review
	$100 for each review thereafter
8) Flood Hazard Information Letter	$30 per letter
9) Floodplain Use Permit	$45 per permit
10) Floodplain Study for FEMA Map Revision	$2,500 per Technical Data Notebook

SECTION 2. Repeal of Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions of the code adopted herein are hereby repealed.

SECTION 3. Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 5. Penalties

Any person convicted of a violation of this ordinance is guilty of a misdemeanor and shall be fined a sum not to exceed two thousand five hundred dollars ($2,500.00) and may be sentenced to confinement in jail for a period not to exceed ninety (90) days for any one offense, all in accordance with the Flagstaff City Code Chapter 1-04. Any violation which is continuing in nature shall constitute a separate offense on each successive date the violation continues, unless otherwise provided.

SECTION 6. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 29th day of November, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Water Resources Economics

PROMOTING THE VALUE AND PRICE OF WATER SERVICE

September 14, 2022

Edward Schenk
Stormwater Manager
City of Flagstaff Water Services
2323 N Walgreens Blvd, Ste 1
Flagstaff, AZ 86004

Subject: Stormwater Utility Rate Adjustment Study

The City of Flagstaff has maintained a separate stormwater utility since 2003, which is funded primarily by a stormwater utility rate assessed on an Equivalent Rate Unit (ERU) basis. The current stormwater rate of $3.74/ERU generates just over $4M in revenue annually and was set in 2018 to provide debt servicing associated with the Rio de Flag Flood Control Project and to supplement the existing Stormwater Capital Improvement Program. Several events since the most recent rate adjustment have combined to make the current stormwater rate insufficient to meet current and future community needs. These events include post-wildfire flood mitigation needs, critical infrastructure upsizing needs in multiple drainage areas, deferred CIP projects identified in the 2010 Northeast Area Master Drainage Study, and rapidly increasing materials and construction costs worldwide. Here, we intend to assess the overall financial condition of the stormwater utility and develop the appropriate rates to meet those needs.

Our financial condition analysis will be heavily impacted by November 2022 ballot proposition 441. If passed, this proposition would provide a total of $26M in funding for critical stormwater infrastructure improvements through a general obligation bond issuance. If not passed, funding for these capital projects will need to come from revenue bonds and higher stormwater fees. Water Resources Economics (WRE) has evaluated both scenarios and developed the appropriate rates for each.

Operating costs for the stormwater fund have increased significantly in recent years. Increased wildfire activity around Flagstaff has resulted in the need for more regular flood response and stormwater infrastructure improvements, with the city spending over $2M in the last two years on post-fire flood response. With climate change worsening, growing detention basin maintenance needs, and deferred capital projects still years away from completion, the trend of increased operating costs is expected to continue for the foreseeable future. WRE, along with city staff, has developed the following projections for operating costs for the stormwater fund through 2028/2029 (Table 1).

Table 1: O&M Expenses through FY 2028/2029							
	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
General Administration	$ 186,722	$ 194,299	$ 202,193	$ 210,417	$ 218,985	$ 227,913	$ 237,214
Engineering and Master Planning	$ 58,089	$ 59,251	$ 60,436	$ 61,645	$ 62,877	$ 64,135	$ 65,418
Development Review	$ 126,402	$ 131,801	$ 137,432	$ 143,304	$ 149,428	$ 155,814	$ 162,475
Inspections and Monitoring	$ 89,292	$ 93,023	$ 96,912	$ 100,966	$ 105,192	$ 109,598	$ 114,191
Floodplain Management	$ 451,397	$ 128,235	$ 133,712	$ 139,425	$ 145,382	$ 151,595	$ 158,074
Open Channel and Infrastructure	$ 218,797	$ 225,966	$ 233,398	$ 241,104	$ 249,096	$ 257,383	$ 265,978
Drainage Maintenance	$ 218,781	$ 226,886	$ 235,313	$ 244,076	$ 253,189	$ 262,666	$ 272,522
Indirect	$ 268,511	$ 275,224	$ 282,105	$ 289,158	$ 296,387	$ 303,797	$ 311,392
Water Fund	$ 208,117	$ 117,278	$ 145,911	$ 126,260	$ 159,746	$ 98,884	$ 105,278
SUB TOTAL	**$ 1,826,108**	**$ 1,451,962**	**$ 1,527,412**	**$ 1,556,355**	**$ 1,640,283**	**$ 1,631,785**	**$ 1,692,541**
Additional O&M Requirements							
Stormwater (SW) Admin	$ -	$ 104,091	$ 106,173	$ 108,297	$ 110,463	$ 112,672	$ 114,925
SW Master Planning	$ -	$ 87,612	$ 89,364	$ 91,152	$ 92,975	$ 94,834	$ 96,731
SW Development Review	$ -	$ 2,816	$ 2,872	$ 2,930	$ 2,988	$ 3,048	$ 3,109
SW Inspections and Monitoring	$ -	$ 7,718	$ 7,873	$ 8,030	$ 8,191	$ 8,354	$ 8,522
SW Floodplain Management	$ -	$ 1,982	$ 2,021	$ 2,062	$ 2,103	$ 2,145	$ 2,188
SW Open Channel Maint	$ -	$ 88,446	$ 90,215	$ 92,020	$ 93,860	$ 95,737	$ 97,652
Drainage Maint	$ -	$ 138,615	$ 141,387	$ 144,215	$ 147,099	$ 150,041	$ 153,042
Pre-Season Flood Mitigation	$ -	$ 265,965	$ 271,284	$ 276,710	$ 282,244	$ 287,889	$ 293,647
Detention Basin Maint	$ -	$ 1,800,000	$ 1,836,000	$ 1,872,720	$ 1,910,174	$ 1,948,378	$ 1,000,000
Operating Capital Replacement	$ 45,000	$ 70,000	$ 71,400	$ 122,328	$ 74,285	$ 75,770	$ 131,736
Stormwater Project Manager	$ 60,000	$ 125,160	$ 130,542	$ 136,155	$ 142,010	$ 148,116	$ 154,485
Water Services Operator	$ 70,000	$ 144,300	$ 150,505	$ 156,977	$ 163,727	$ 170,767	$ 178,110
SUB TOTAL	**$ 175,000**	**$ 2,836,706**	**$ 2,899,637**	**$ 3,013,594**	**$ 3,030,118**	**$ 3,097,752**	**$ 2,234,146**
GRAND TOTAL	**$ 2,001,108**	**$ 4,288,668**	**$ 4,427,050**	**$ 4,569,949**	**$ 4,670,401**	**$ 4,729,537**	**$ 3,926,687**

Additional Operation and Maintenance (O&M) Requirements are related to the growing needs of the community and stormwater fund. They cover things like increases in personnel, capital equipment, pre-season flood mitigation, detention basin maintenance, and master planning and modeling. Ongoing detention basin maintenance alone is projected to cost the fund in excess of $1.8M each of the next five years -- more than the entire regular O&M budget in those same years and years past. Personnel costs are projected to increase 4.3% annually to account for salary and benefit increases, while most other costs are projected to increase by 2%. Even with these modest projections, the current stormwater rate will not generate sufficient revenue to meet ongoing O&M requirements or future capital improvement needs.

The stormwater fund is also facing significant capital expenditures in the coming years. This is due in large part to the recent wildfires and the associated stormwater infrastructure improvements required. However, there are also multiple deferred capital projects identified as critical in the 2010 Northeast Area Master Drainage Study (NEAMDS) that will require funding during the period. In total, over $88M in capital projects will require funding over the life of this study. The completion of these critical capital projects is expected to reduce emergency response costs. The table below lists anticipated capital projects through fiscal year (FY) 2028/2029 (Table 2).

Table 2: Stormwater Capital Needs through FY 2028/2029								
Project Area	**FY 2022/2023**	**FY 2023/2024**	**FY 2024/2025**	**FY 2025/2026**	**FY2026/2027**	**FY2027/2028**	**FY2028/2029**	**Project Totals**
Rio de Flag	$ 4,135,744	$ 16,209,000	$ 218,405	$ 570,583	$ 834,763	$ -	$ -	**$ 21,968,495**
Spot improvements	$ 700,868	$ 78,375	$ 81,902	$ 85,587	$ 89,439	$ 93,464	$ 97,670	**$ 1,227,305**
Post-fire projects	$ 13,440,212	$ 8,987,000	$ 5,733,133	$ 7,702,871	$ 5,366,334	$ -	$ -	**$ 41,229,550**
NEAMDS study	$ 14,815	$ 1,828,750	$ 4,531,904	$ 2,852,915	$ 4,978,765	$ 4,392,791	$ 2,832,416	**$ 21,432,356**
Future projects	$ -	$ -	$ -	$ -	$ -	$ 498,745	$ 2,344,914	**$ 2,843,659**
Annual Total	**$ 18,291,639**	**$ 27,103,125**	**$ 10,565,344**	**$ 11,211,956**	**$ 11,269,301**	**$ 4,985,000**	**$ 5,275,000**	**$ 88,701,365**

These capital projects will be funded through a combination of PayGo (cash funded), Revenue bonds, grant funded, and General Obligation (GO) bonds (if approved). The stormwater fund is planning to issue new debt to cover future capital improvement needs and to fill in any gaps in funding. If voters do not approve the GO bond, additional revenue bonds will need to be issued and paid by future stormwater fees. The table below shows the proposed funding distribution for these capital projects, assuming the GO bond is approved (Table 3).

Table 3: Funding Distribution for Capital PRojects through FY 2028/2029

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
TOTAL CIP	**$ 18,291,639**	**$ 27,103,125**	**$ 10,565,344**	**$ 11,211,956**	**$ 11,269,301**	**$ 4,985,000**	**$ 5,275,000**
PayGo (Cash Funded)	$ 9,491,639	$ 1,458,125	$ 4,765,344	$ 411,956	$ 8,269,301	$ 4,985,000	$ 5,275,000
Revenue Bond	$ -	$ 16,000,000	$ -	$ 6,500,000	$ 3,000,000	$ -	$ -
Grant Funded	$ 1,500,000	$ 1,045,000	$ -	$ -	$ -	$ -	$ -
GO Bond	$ 7,300,000	$ 8,600,000	$ 5,800,000	$ 4,300,000	$ -	$ -	$ -

In addition to these future anticipated debts, the stormwater fund has two recently issued debts with annual debt service payments averaging $760,000 over the next five years. The debt service details for the fund's current debts can be seen in the table below (Table 4).

Table 4: Current Debt Service Schedule through FY 2028/2029

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
WIFA -Stormwater Improvements	$ 323,215	$ 503,048	$ 488,268	$ 473,091	$ 457,506	$ 441,503	$ 425,070
Utility System Revenue Obligations	$ 300,679	$ 313,165	$ 312,411	$ 312,511	$ 312,450	$ 312,229	$ 311,847
Total Current Debt	**$ 623,894**	**$ 816,213**	**$ 800,679**	**$ 785,601**	**$ 769,956**	**$ 753,732**	**$ 736,917**

For any future debt issuances, we assume a 20-year term and a 4.75% interest rate. The debt service schedule for the proposed new debt is included below (Table 5).

Table 5: Proposed Debt Service Schedule through FY 2028/2029

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
Rio De Flag Project	$ -	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,256,807	$ 1,256,807
GO Bond	$ -	$ 1,248,952	$ 1,704,545	$ 2,042,312	$ 2,042,312	$ 2,042,312	$ 2,042,312
Revenue Bond	$ -	$ -	$ -	$ 510,578	$ 746,229	$ 746,229	$ 746,229
Total	**$ -**	**$ 2,505,759**	**$ 2,961,352**	**$ 3,809,697**	**$ 4,045,348**	**$ 4,045,348**	**$ 4,045,348**

Currently, the stormwater fund receives the bulk of its funding through a stormwater rate assessed on the monthly Municipal Services Bill. The rate is charged based on the "Equivalent Rate Units" (ERU) of a property, which is equal to the total square footage of impervious surface area divided by 1,500 square feet, with 1,500 determined to be the most equitable basis of distribution. Currently, residential properties have a maximum of 5 ERUs, while the average residential property has 3 ERUs. We propose raising this residential limit to 10 ERUs as part of this rate adjustment process. Commercial properties do not have a maximum number of ERUs, though we assume averages of 220 ERUs for commercial – big box and 14 ERUs for commercial – restaurants. There are approximately 100,000 ERUs currently being assessed the stormwater rate in the City and this number is expected to grow by about 1% annually due

to new development. This means that the current monthly rate of $3.74/ERU generates roughly $4.4M per year for the stormwater fund, which represents 99% of its total non-grant related revenue. Additionally, there are some miscellaneous revenues from Grading & Drain Fields and Drainage Reporting Reviews, though these amounts are largely immaterial for the purpose of this rate study. Similarly, grant revenue is extremely difficult to project past a couple years and we have no estimates beyond FY 2023/2024. The following table shows projected revenue under the status quo (Table 6).

Table 6: Status Quo Revenues through FY 2028/2029

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
Stormwater Service Charge	$ 4,409,705	$ 4,453,802	$ 4,498,340	$ 4,543,323	$ 4,588,757	$ 4,634,644	$ 4,680,991
GO Bond Reimbursement	$ -	$ 1,248,952	$ 1,704,545	$ 2,042,312	$ 2,042,312	$ 2,042,312	$ 2,042,312
Drainage Report Review	$ 938	$ 961	$ 985	$ 1,010	$ 1,035	$ 1,061	$ 1,088
Grading & Drain Field Ins	$ 29,232	$ 29,963	$ 30,712	$ 31,480	$ 32,267	$ 33,074	$ 33,901
Total Revenues	**$ 4,439,875**	**$ 5,733,678**	**$ 6,234,582**	**$ 6,618,125**	**$ 6,664,371**	**$ 6,711,091**	**$ 6,758,292**

Note: GO Bond Reimbursement amount here is equal to the GO Bond debt service amount from above as it would be repaid through the voter approved property tax revenue. If GO Bonds are not approved, these will be additional Revenue Bonds.

The stormwater fund has a beginning balance of $13,010,222 for FY 2022/2023, which includes the proceeds from its recent debt issuance. Its current reserve policy is to maintain an operating reserve of 25% of revenue. As evidenced by the wildfire and flood events of the last few years, an additional emergency reserve should be established and slowly built-up to respond to future natural disasters and climate change events. We propose gradually building an emergency reserve fund of $2M by FY 2027/2028 in addition to maintaining the operating reserve at 25% of revenue.

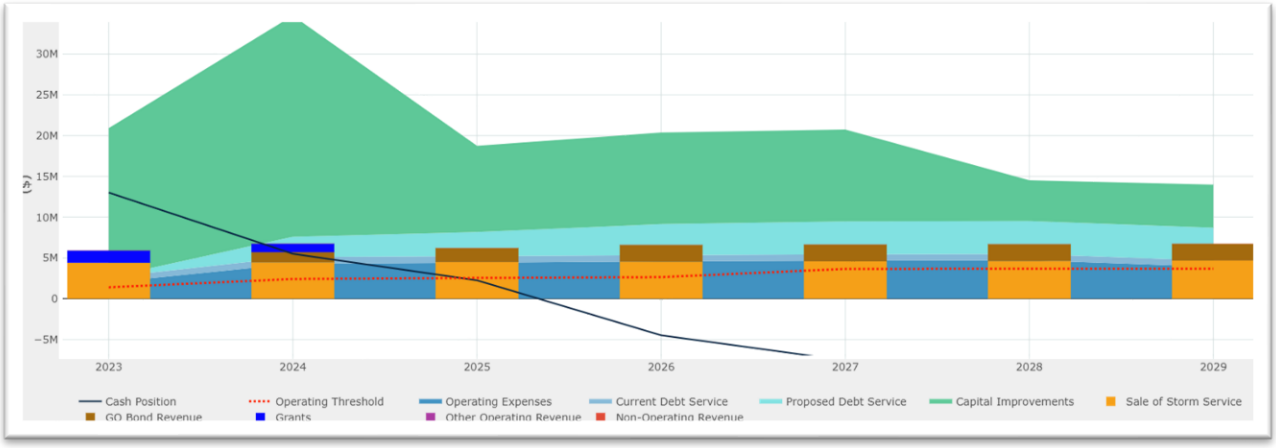
We can now combine the stormwater fund's projected revenues, expenses (CIP and operating), debt (current and proposed), reserve targets, and beginning cash balance as described above to provide the projected cash flow statement through FY 2028/2029. Here, we summarize the assumptions used to produce the "status quo" financial plan (Table 7).

1. Stormwater rate remains constant at $3.74/ERU
2. 1% annual growth in revenue base due to new development
3. Voters approve GO bonds for $26M in November
4. Target emergency reserves of $2M by FY 2028/2029
5. No grant revenue beyond FY 2023/2024
6. Beginning Balance of $13,010,222 for FY 2022/2023

Status Quo Financial Plan

Table 7: Status Quo Financial Plan & Cash Flow Statemet through FY 2028/2029

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
Cash Position Opening Balance	$ 13,010,222	$ 5,516,893	$ 2,258,792	$ (4,483,074)	$ (7,561,406)	$ (18,914,177)	$ (27,173,013)
Revenues							
Sale of Storm Service	$ 4,409,705	$ 4,453,802	$ 4,498,340	$ 4,543,323	$ 4,588,757	$ 4,634,644	$ 4,680,991
GO Bond Revenue	$ -	$ 1,248,952	$ 1,704,545	$ 2,042,312	$ 2,042,312	$ 2,042,312	$ 2,042,312
Grants	$ 1,500,000	$ 1,045,000	$ -	$ -	$ -	$ -	$ -
Other Operating Revenue	$ 938	$ 961	$ 985	$ 1,010	$ 1,035	$ 1,061	$ 1,088
Non-Operating Revenue	$ 29,232	$ 29,963	$ 30,712	$ 31,480	$ 32,267	$ 33,074	$ 33,901
Borrowed Funds	$ 7,300,000	$ 24,600,000	$ 5,800,000	$ 10,800,000	$ 3,000,000	$ -	$ -
Revenue SubTotal	$ 13,239,875	$ 31,378,678	$ 12,034,582	$ 17,418,125	$ 9,664,371	$ 6,711,091	$ 6,758,292
Expenditures							
Operating Expenses	$ 2,001,108	$ 4,288,668	$ 4,427,050	$ 4,569,950	$ 4,670,401	$ 4,729,537	$ 3,926,688
Capital Improvements	$ 18,291,639	$ 27,103,125	$ 10,565,344	$ 11,211,956	$ 11,269,301	$ 4,985,000	$ 5,275,000
Current Debt Service	$ 623,894	$ 816,213	$ 800,679	$ 785,602	$ 769,956	$ 753,732	$ 736,917
Proposed Debt Service	$ -	$ 2,505,760	$ 2,961,353	$ 3,809,698	$ 4,045,349	$ 4,045,349	$ 4,045,349
Expenditure SubTotal	$ 20,916,641	$ 34,713,766	$ 18,754,425	$ 20,377,206	$ 20,755,007	$ 14,513,618	$ 13,983,954
Cash Position							
Net Surplus/Deficit	$ (7,676,766)	$ (3,335,088)	$ (6,719,843)	$ (2,959,080)	$ (11,090,637)	$ (7,802,527)	$ (7,225,662)
Cash Position Before Interest	$ 5,333,456	$ 2,181,805	$ (4,461,051)	$ (7,442,154)	$ (18,652,043)	$ (26,716,704)	$ (34,398,676)
Interest on Surplus	$ 183,437	$ 76,987	$ (22,023)	$ (119,252)	$ (262,134)	$ (456,309)	$ (615,717)
Cash Position Closing Balance	$ 5,516,893	$ 2,258,792	$ (4,483,074)	$ (7,561,406)	$ (18,914,177)	$ (27,173,013)	$ (35,014,392)
Debt Service Coverage Analysis	-2.91	-1.27	-1.18	-0.96	-1.02	-1.08	-0.95
Target Reserve	$ 1,402,426	$ 2,425,689	$ 2,550,721	$ 2,646,409	$ 3,657,767	$ 3,669,239	$ 3,680,826



In the graphic above, the bars represent the fund's revenue while the shaded areas represent expenses and debt service. The black line, which is constantly sloping downward under the status quo, represents the fund's cash position, while the red dotted line represents the fund's minimum operating threshold. Ideally, we would want these two lines to be approaching parallel (with the black line on top) by the end of the study, representing stabilization between the fund's cash position and ongoing operating needs.

As we can see, under the status quo financial plan, the fund will go negative sometime during FY 2024/2025. The Debt Service Coverage Ratio remains negative throughout the length of the study and the fund's cash position at the end of FY 2028/2029 is negative $35M. Current revenues are insufficient to meet the rising operating costs and future capital expenditure requirements of the stormwater fund. Without significant increases to the stormwater rate, the fund will not be able to meet the community's stormwater needs within the next three years.

Proposition 441, which would provide $26M in GO bond revenue for stormwater capital projects if approved, will be the primary factor affecting our stormwater rate analysis. As such, WRE has evaluated two scenarios and developed the appropriate rates for each. Under Scenario 1: GO Bond Approved, voters pass Proposition 441 in November, providing $26M in funding for stormwater capital improvements to be repaid through property tax revenue. Under Scenario 2: GO Bond Not Approved, voters do not pass Proposition 441 and that $26M in funding comes from higher stormwater fees and an additional revenue bond. Both scenarios are presented, with annual rate increases assumed to be implemented in January each year (Table 8).

Table 8: Proposed Stormwater Rates through FY 2028/2029

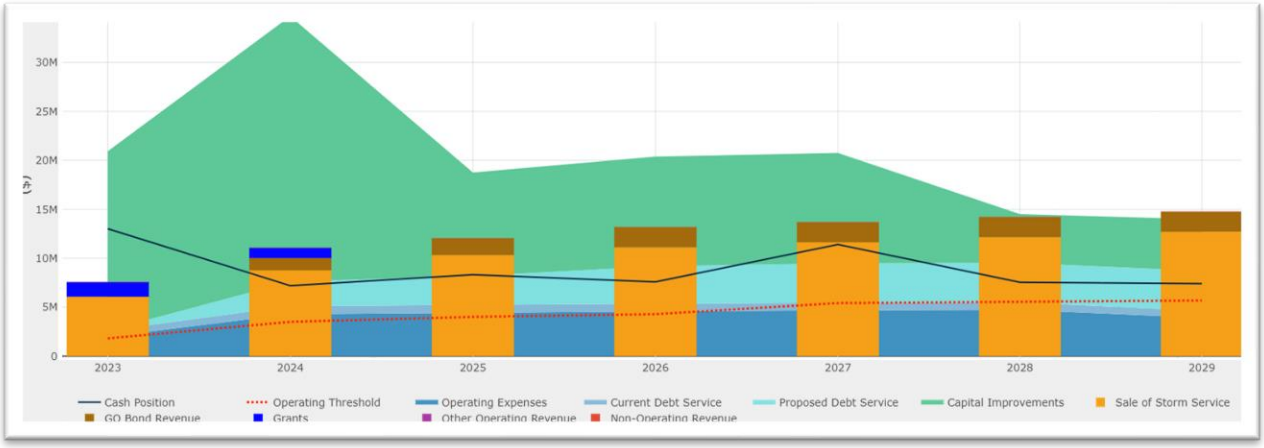
	Current	Jan-23	Jan-24	Jan-25	Jan-26	Jan-27	Jan-28	Jan-29
Scenario 1: GO Bond Approved	$ 3.74	$ 6.55	$ 8.18	$ 9.00	$ 9.31	$ 9.64	$ 9.98	$ 10.33
Scenario 2: GO Bond Not Approved	$ 3.74	$ 8.42	$ 9.68	$ 10.02	$ 10.37	$ 10.73	$ 11.10	$ 11.49
Annual Change								
Scenario 1		$ 2.81	$ 1.64	$ 0.82	$ 0.31	$ 0.33	$ 0.34	$ 0.35
Scenario 2		$ 4.68	$ 1.26	$ 0.34	$ 0.35	$ 0.36	$ 0.38	$ 0.39

Under both scenarios, rate increases in the first two years of the study are significant on a percentage basis, though the current rate is low on the national level based on the complexity of the Stormwater Section (See Appendix A - Western Kentucky University Stormwater Utility 2021 Survey). Stormwater section responsibility varies between communities in that certain communities are focused on water quality issues. Initial large increases are followed by moderate increases averaging 3.5% annually over the final five years of the study under both scenarios. While it may seem like a large initial jump in the first year of the study, consider that Flagstaff has experiences multiple wildfires and devastating climate change events since the last time the rate was reviewed. Rate adjustments are necessary to align the stormwater rate with the fund's capital, operating, debt service, and reserve needs over the life of this rate study. The complete financial plans associated with each scenario are presented on the following pages (Table 9, 10).

Scenario 1: GO Bond Approved Financial Plan

Table 9: Scenario 1 Financial Plan through FY 2028/2029

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
Cash Position Opening Balance	$ 13,010,222	$ 7,187,068	$ 8,320,138	$ 7,591,622	$ 11,400,952	$ 7,537,213	$ 7,403,454
Revenues							
Sale of Storm Service	$ 6,063,344	$ 8,768,423	$ 10,332,125	$ 11,123,689	$ 11,628,148	$ 12,155,484	$ 12,706,736
GO Bond Revenue	$ -	$ 1,248,952	$ 1,704,545	$ 2,042,312	$ 2,042,312	$ 2,042,312	$ 2,042,312
Grants	$ 1,500,000	$ 1,045,000	$ -	$ -	$ -	$ -	$ -
Other Operating Revenue	$ 938	$ 961	$ 985	$ 1,010	$ 1,035	$ 1,061	$ 1,088
Non-Operating Revenue	$ 29,232	$ 29,963	$ 30,712	$ 31,480	$ 32,267	$ 33,074	$ 33,901
Borrowed Funds	$ 7,300,000	$ 24,600,000	$ 5,800,000	$ 10,800,000	$ 3,000,000	$ -	$ -
Revenue SubTotal	$ 14,893,514	$ 35,693,299	$ 17,868,367	$ 23,998,491	$ 16,703,762	$ 14,231,931	$ 14,784,037
Expenditures							
Operating Expenses	$ 2,001,108	$ 4,288,668	$ 4,427,050	$ 4,569,950	$ 4,670,401	$ 4,729,537	$ 3,926,688
Capital Improvements	$ 18,291,639	$ 27,103,125	$ 10,565,344	$ 11,211,956	$ 11,269,301	$ 4,985,000	$ 5,275,000
Current Debt Service	$ 623,894	$ 816,213	$ 800,679	$ 785,602	$ 769,956	$ 753,732	$ 736,917
Proposed Debt Service	$ -	$ 2,505,760	$ 2,961,353	$ 3,809,698	$ 4,045,349	$ 4,045,349	$ 4,045,349
Expenditure SubTotal	$ 20,916,641	$ 34,713,766	$ 18,754,425	$ 20,377,206	$ 20,755,007	$ 14,513,618	$ 13,983,954
Cash Position							
Net Surplus/Deficit	$ (6,023,127)	$ 979,533	$ (886,058)	$ 3,621,285	$ (4,051,245)	$ (281,687)	$ 800,082
Cash Position Before Interest	$ 6,987,095	$ 8,166,601	$ 7,434,079	$ 11,212,907	$ 7,349,706	$ 7,255,526	$ 8,203,536
Interest on Surplus	$ 199,973	$ 153,537	$ 157,542	$ 188,045	$ 187,507	$ 147,927	$ 156,070
Cash Position Closing Balance	$ 7,187,068	$ 8,320,138	$ 7,591,622	$ 11,400,952	$ 7,537,213	$ 7,403,454	$ 8,359,606
Debt Service Coverage Analysis	6.88	1.78	2.07	1.92	1.91	2.01	2.3
Target Reserve	$ 1,815,836	$ 3,504,344	$ 4,009,167	$ 4,291,500	$ 5,417,615	$ 5,549,449	$ 5,687,262

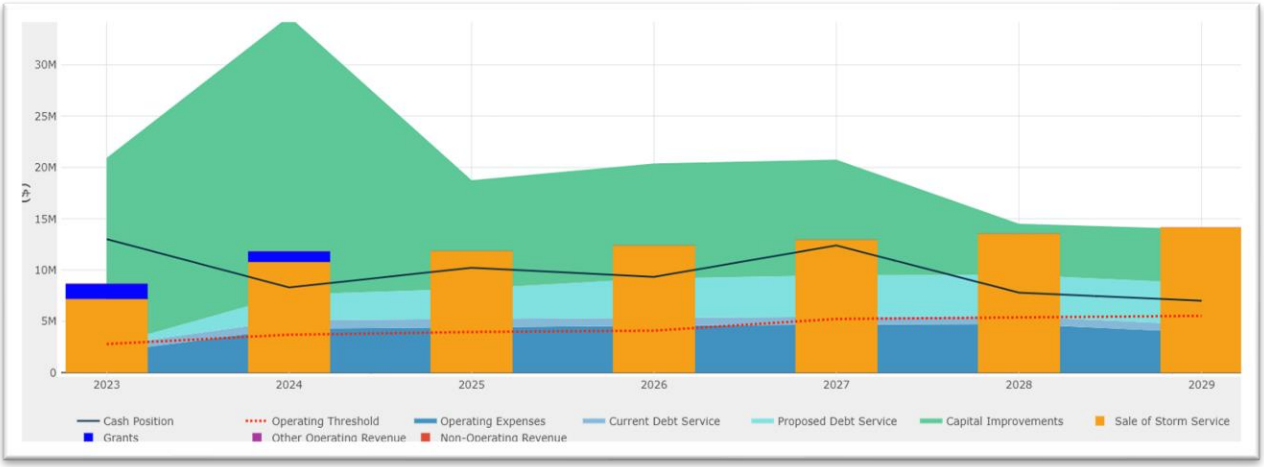


Under Scenario 1: Go Bond Approved, we can see that the bars representing stormwater rate revenue reflect a clear increase in 2023 and 2024, before somewhat leveling off in later years. The GO bond (dark brown) is the only other significant source of revenue beyond FY 2023/2024. Here, the fund's cash position is drawn down over the first two years of the study to pay for some large capital projects, though it stays positive throughout the study and is always above the fund's operating threshold.

Scenario 2: GO Bond Not Approved Financial Plan

Table 10: Scenario 2 Financial Plan through FY 2028/2029

	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027	FY 2027/2028	FY 2028/2029
Cash Position Opening Balance	$ 13,010,222	$ 8,300,519	$ 10,218,670	$ 9,332,664	$ 12,383,189	$ 7,803,023	$ 6,998,672
Revenues							
Sale of Storm Service	$ 7,165,771	$ 10,772,634	$ 11,843,145	$ 12,380,232	$ 12,941,676	$ 13,528,581	$ 14,142,102
GO Bond Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grants	$ 1,500,000	$ 1,045,000	$ -	$ -	$ -	$ -	$ -
Other Operating Revenue	$ 938	$ 961	$ 985	$ 1,010	$ 1,035	$ 1,061	$ 1,088
Non-Operating Revenue	$ 29,232	$ 29,963	$ 30,712	$ 31,480	$ 32,267	$ 33,074	$ 33,901
Borrowed Funds	$ 7,300,000	$ 24,600,000	$ 5,800,000	$ 10,800,000	$ 3,000,000	$ -	$ -
Revenue SubTotal	$ 15,995,941	$ 36,448,558	$ 17,674,842	$ 23,212,722	$ 15,974,978	$ 13,562,716	$ 14,177,091
Expenditures							
Operating Expenses	$ 2,001,108	$ 4,288,668	$ 4,427,050	$ 4,569,950	$ 4,670,401	$ 4,729,537	$ 3,926,688
Capital Improvements	$ 18,291,639	$ 27,103,125	$ 10,565,344	$ 11,211,956	$ 11,269,301	$ 4,985,000	$ 5,275,000
Current Debt Service	$ 623,894	$ 816,213	$ 800,679	$ 785,602	$ 769,956	$ 753,732	$ 736,917
Proposed Debt Service	$ -	$ 2,505,760	$ 2,961,353	$ 3,809,698	$ 4,045,349	$ 4,045,349	$ 4,045,349
Expenditure SubTotal	$ 20,916,641	$ 34,713,766	$ 18,754,425	$ 20,377,206	$ 20,755,007	$ 14,513,618	$ 13,983,954
Cash Position							
Net Surplus/Deficit	$ (4,920,700)	$ 1,734,792	$ (1,079,583)	$ 2,835,516	$ (4,780,030)	$ (950,903)	$ 193,136
Cash Position Before Interest	$ 8,089,522	$ 10,035,311	$ 9,139,087	$ 12,168,181	$ 7,603,159	$ 6,852,120	$ 7,191,808
Interest on Surplus	$ 210,997	$ 183,358	$ 193,578	$ 215,008	$ 199,863	$ 146,551	$ 141,905
Cash Position Closing Balance	$ 8,300,519	$ 10,218,670	$ 9,332,664	$ 12,383,189	$ 7,803,023	$ 6,998,672	$ 7,333,713
Debt Service Coverage Analysis	8.66	2.02	2.03	1.75	1.77	1.87	2.17
Target Reserve	$ 2,791,443	$ 3,693,158	$ 3,960,786	$ 4,095,058	$ 5,235,419	$ 5,382,145	$ 5,535,525



Under Scenario 2: GO Bond Not Approved, the lost GO bond revenue is replaced by an additional revenue bond and higher stormwater rates. After FY 2023/2024, 100% of the fund's revenue is represented by the orange bars -- stormwater rate revenue. There are slightly larger increases to the rate in the first two years, with most other aspects of the chart staying the same. The slight variation in the shape of the operating threshold line is due to the operating reserve being based on a percentage of revenue – since the stormwater rate is higher under Scenario 2: GO Bond Not Approved, the required operating reserve will also be higher.

Finally, we must consider the impact of these changes on the average customer. For residential customers, we used an average of 3 ERUs; for commercial big box customers, we used an average of 220 ERUs; for restaurants, we used an average of 14 ERUs (Table 11, 12, 13).

Table 11: Impact on Average Residential Customer				
	Current 3 ERU	Proposed 3 ERU	Monthly Change	Annual Change
Scenario 1	$ 11.22	$ 19.64	$ 8.42	$ 100.98
Scenario 2	$ 11.22	$ 25.25	$ 14.03	$ 168.30

Table 12: Impact on Average Commerical Big Box				
	Current 220 ERU	Proposed 220 ERU	Monthly Change	Annual Change
Scenario 1	$ 822.80	$ 1,439.90	$ 617.10	$ 7,405.20
Scenario 2	$ 822.80	$ 1,851.30	$ 1,028.50	$ 12,342.00

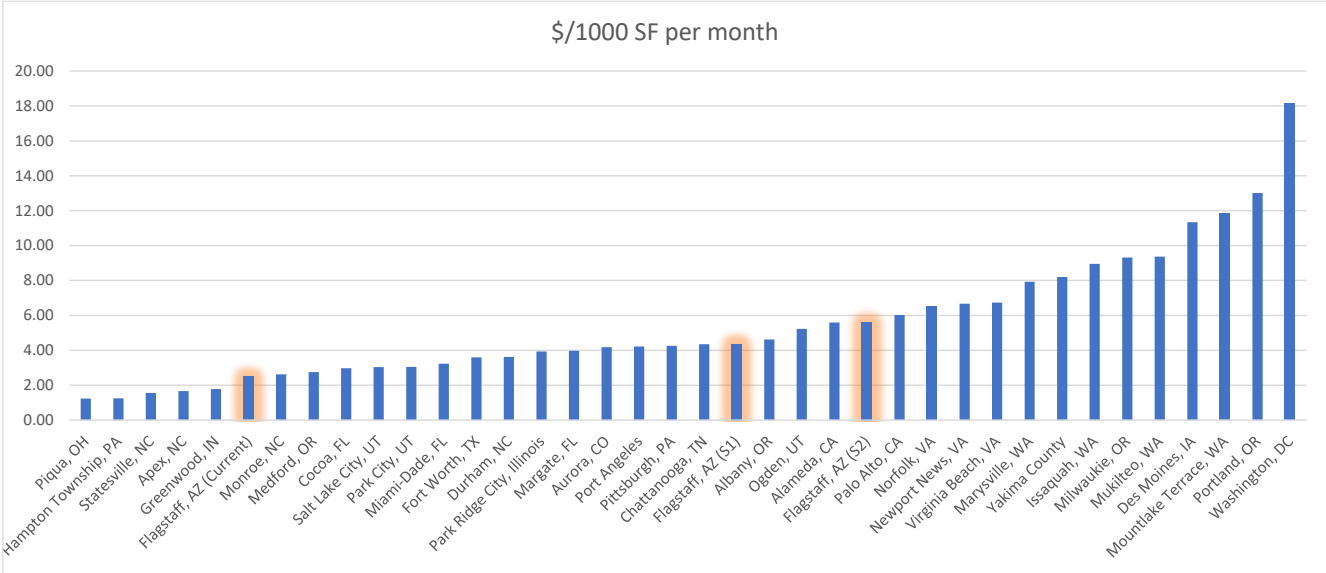
Table 13: Impact on Average Commercial Restaurant				
	Current 14 ERU	Proposed 14 ERU	Monthly Change	Annual Change
Scenario 1	$ 52.36	$ 91.63	$ 39.27	$ 471.24
Scenario 2	$ 52.36	$ 117.81	$ 65.45	$ 785.40

Here we can see the effect of Proposition 441 on the stormwater rates by considering the difference between the average monthly bill under each scenario. Under the more favorable Scenario 1: GO Bond Approved, the average residential customer would see their monthly bill increase by $8.42. Likewise, the average commercial restaurant would see a monthly increase of $39, while the average commercial big box would see an increase of $617 per month under Scenario 1. Under Scenario 2: GO Bond Not Approved, the average residential customer would see their bill increase by $14.03 per month, or $168.30 in the first year.

It is important for customers to understand the growing and critical needs of the stormwater fund and the role the stormwater rate plays in achieving those needs. As the City of Flagstaff continues to recover from wildfires and climate change events, it is essential that the stormwater fund is prepared to serve its community's needs not just today but in the future. Despite current cash reserves in excess of $13M, the stormwater fund would see a negative cash balance in FY 2024/2025 without some type of rate increase or service level reduction under the status quo financial plan. Therefore, staff is requesting that the City Council review the stormwater rates so that this enterprise fund is financially prepared for an uncertain future.

Appendix A

Western Kentucky University Stormwater Utility 2021 Survey



City	$/1,000 SF per month	City	$/1,000 SF per month
Piqua, OH	1.24	Chattanooga, TN	4.35
Hampton Township, PA	1.25	Flagstaff, AZ (S1)	4.37
Statesville, NC	1.57	Albany, OR	4.62
Apex, NC	1.67	Ogden, UT	5.23
Greenwood, IN	1.79	Alameda, CA	5.59
Flagstaff, AZ (Current)	2.49	Flagstaff, AZ (S2)	5.61
Monroe, NC	2.63	Palo Alto, CA	6.02
Medford, OR	2.75	Norfolk, VA	6.53
Cocoa, FL	2.98	Newport News, VA	6.67
Salt Lake City, UT	3.04	Virginia Beach, VA	6.73
Park City, UT	3.05	Marysville, WA	7.93
Miami-Dade, FL	3.23	Yakima County	8.19
Fort Worth, TX	3.59	Issaquah, WA	8.95
Durham, NC	3.63	Milwaukie, OR	9.32
Park Ridge City, Illinois	3.93	Mukilteo, WA	9.37
Margate, FL	3.97	Des Moines, IA	11.34
Aurora, CO	4.18	Mountlake Terrace, WA	11.84
Port Angeles	4.22	Portland, OR	13.02
Pittsburgh, PA	4.26	Washington, DC	18.14

Stormwater Rate Adoption

City Council Meeting

and Public Hearing

November 15, 2022

TEAM FLAGSTAFF

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Stormwater Rate Adoption

Overview

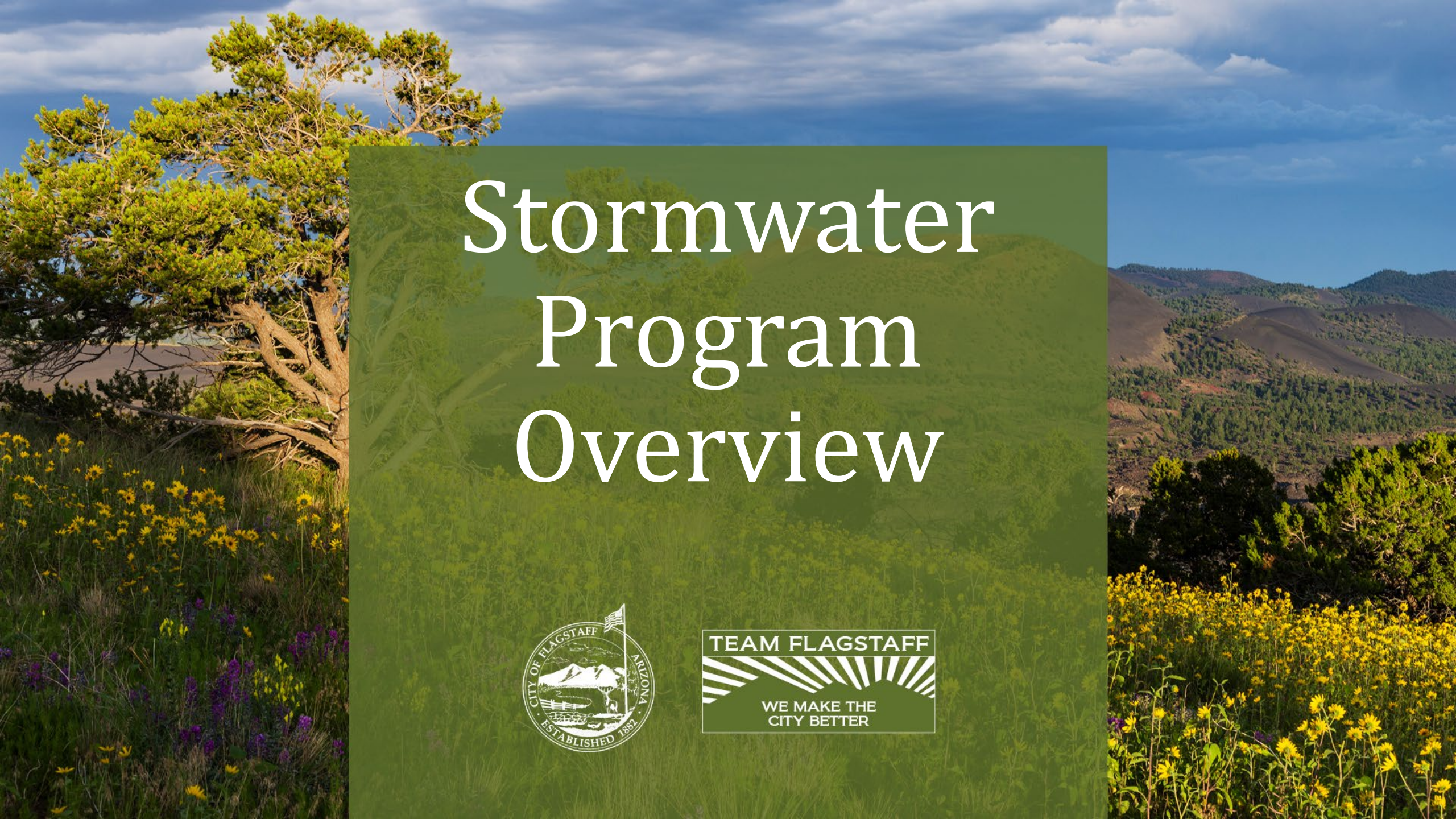
- GO Bond Approved!
- Stormwater Program Overview
  - Complexity of Program, Current Rates, Capital Improvement Plan History
- Stormwater Rate Assessment
  - Purpose, Maintenance Needs, Development of Plan, Status Quo
- Stormwater Rate Options
- Community Outreach
- Comments/Questions

GO Bond passed!

Voters Approved !!

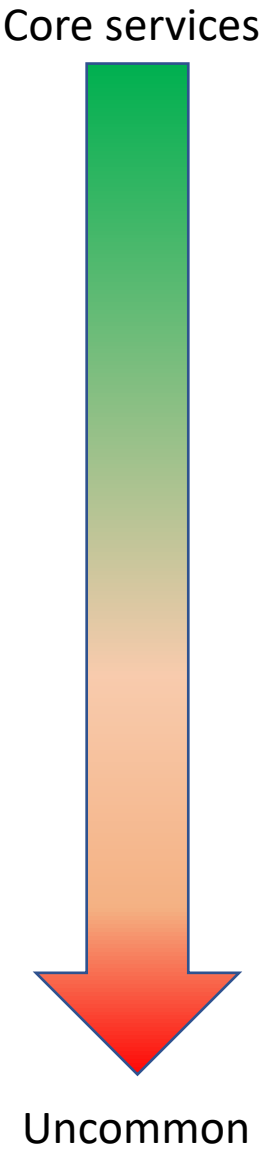
- $26 million in General Obligation Bonds for Stormwater
- Addressing high-risk of Post-Wildfire flooding within the Spruce Wash including channel improvements from Paradise to the Killip Retention Basin
- GO Bond Projects not included in this capital-revenue plan

Stormwater Program Overview



Utility Structure –Flagstaff is complex

- Water quality (NPDES, MS4, etc)
- Outreach and education
- Drainage development review
- Construction inspections (SWPP, erosion control plans, BMPs)
- Master planning and technical assistance
- Capital Improvements
- FEMA floodplain management
- “Green” infrastructure programs (LID)
- Stormwater maintenance
- Asset management, inventory, life cycle planning, GIS
- Climate change planning and management
- Rain and stream gauging (flood alert infrastructure)
- Floodproofing, property purchases, direct assistance
- Regional studies
- Regional flood management (including post-fire)
- Regional watershed management (forest thinning, water supply management, Natural Beneficial Floodplains)



Stormwater Rates

Rate Basis – ERU

Stormwater Rates are based on Equivalent Rate Units (ERUs)

- 1 ERU is equal to 1,500 square foot of impervious area
- Residential properties have a maximum of 5 ERUs
  - Average Residential property for the City of Flagstaff has 3 ERUs
- Commercial properties do not have a maximum ERU

Stormwater Rates

Current Rates

- Limited Capital Funding
  - $600K annually
- Limited Operations Budget
  - Large increase to Operations Needs
  - Temporary Flood Mitigation
  - Flood Response
  - Currently Unfunded
- **Unsustainable Budget**

Stormwater CIP History

RDF Project*
- Design fees*
- Butler Tunnel*
- Clay Ave. Detention Basin*
- Thorpe Bridge*

City Owned LID Basins (15 total)
Soliere Low Water (design)
Columbia Circle (design)
Linda Vista Culvert upsizing
Phoenix Ave. Bridge
Paradise Channel widening
Dortha culvert and channel
Schultz Creek Basins
FUTS low water crossing at Rt. 66
Killip School Basins
Zuni Drive drainage*
Fanning Wash near Thomas School*
Penstock Wash repairs at Smokerise
E Route 66 culvert replacement*
Robust spot improvement program (~ 20 small repairs)

2013: E. Route 66 culvert replacement

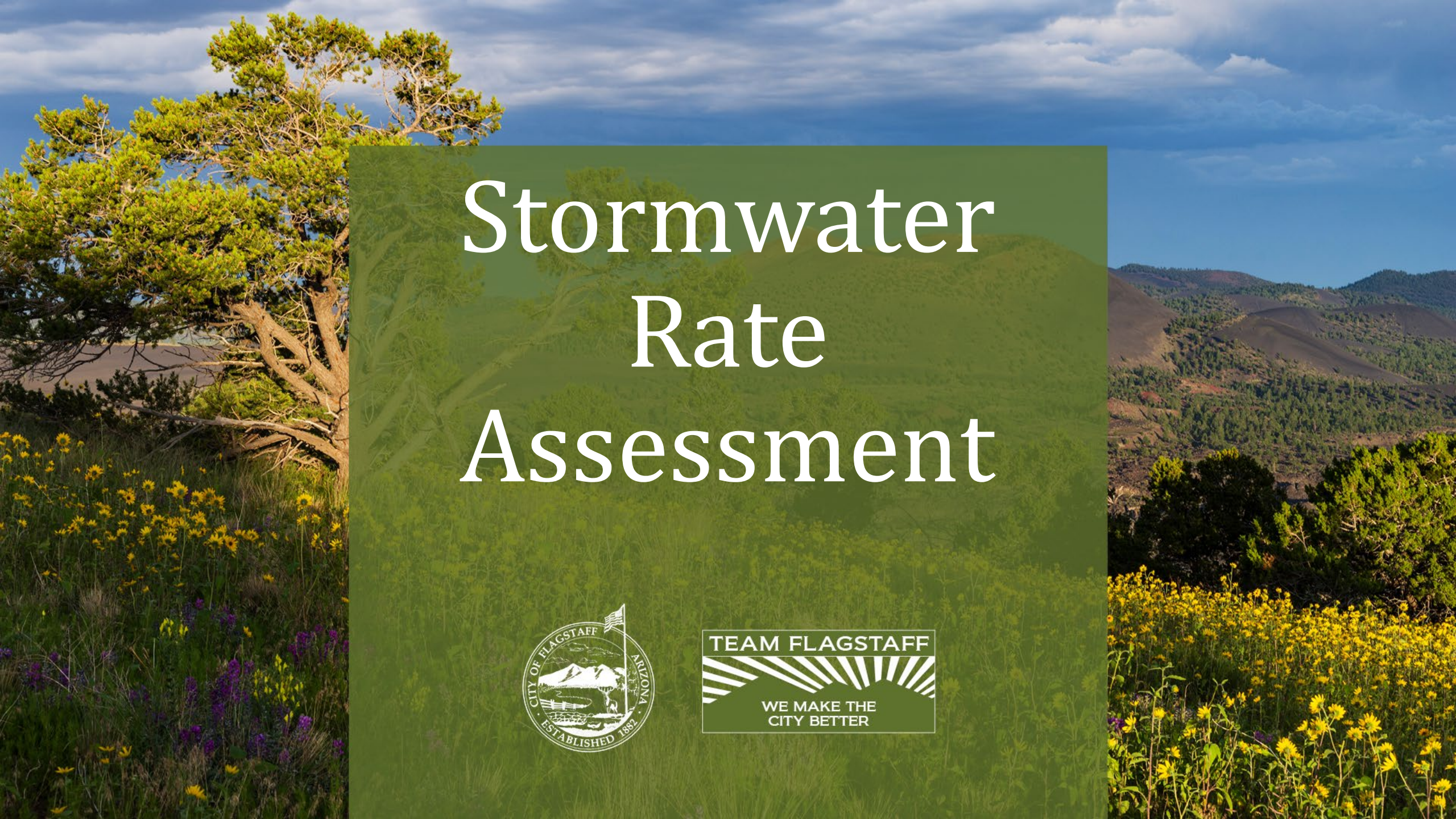
***Some projects only partly funded by Stormwater**

Annual Capital Funding History

2005: Initiated at <$200,000
2006-2015: $150,000 - $500,000
2016: $600,000

2022: Spruce Wash at Dortha Ave.

Stormwater Rate Assessment



Stormwater Rate Assessment

Purpose of Rate Adjustment

- Increased fire and flood events over the past few years have made current infrastructure insufficient
- Increased fire and flood events have increased demand on operations – staffing and equipment
- Increased Mitigation costs in new flood areas, such as Spruce Wash and Schultz Creeks
- Construct some deferred Capital Improvement Projects
- Meet inflationary cost reality for construction projects.
- Completing critical capital projects reduces flood response - operations costs

Stormwater Maintenance

- Currently 2 FTE operators and one part-time supervisor
  - 24 miles of FEMA recognized channel,
  - >100 miles of ditches,
  - >60 miles of storm pipe
  - 15 City owned LID facilities
- Additional needs:
  - Pre-season flood mitigation
  - Flood response (>$1M in both 2021 and 2022)
  - Detention Basin maintenance (Schultz, Killip School, Frances Short Pond, and Park Way regional flood mitigation basins)
  - Expectation of a full-time supervisor and 2 to 6 additional FTE operators plus equipment

Maintenance example - Copeland

Copeland Detention Basins when completed in 2015

Copeland Basins with four feet of sediment under removal in August 2022

Projected Expenditures

Operations Budget	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
O&M Budget	$ 1,826,108	$ 1,451,962	$ 1,527,412	$ 1,556,355	$ 1,640,283	$ 1,631,785	$ 1,692,541
Additional O&M	$ 175,000	$ 2,836,706	$ 2,899,637	$ 3,013,594	$ 3,030,118	$ 3,097,752	$ 2,234,146
Total O&M Needs	**$ 2,001,108**	**$ 4,288,668**	**$ 4,427,050**	**$ 4,569,949**	**$ 4,670,401**	**$ 4,729,537**	**$ 3,926,687**

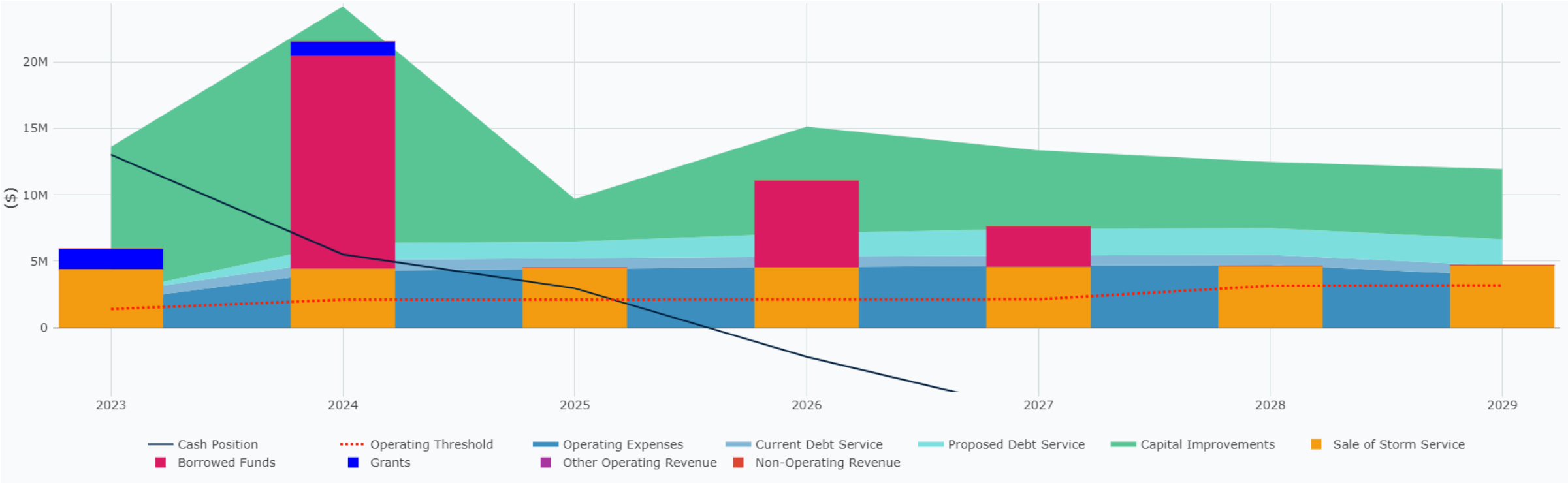
- GO Bond approval is for certain capital projects and cannot be utilized for operating cost
- Grants do not cover operating costs
- It is recommended that operating cost be covered by rates

** Additional O&M covers increases in personnel, capital equipment, pre-season flood mitigation, detention basin maintenance and master planning

Development of Financial Plan

- Increase operating cost
  - Additional $2.2M is needed in 2024
  - Detention basin maintenance is anticipated to be substantial
- Significant Capital Expenditure over the next 7 years
  - Projected annual need is close to $8 million
- Mixture of Revenue Bonds, Grants and Rate Revenue (cash) will be utilized to fund capital expenditure
  - Grants - $2.5 million awarded, Apply for another $4.6 million
  - Debt financing when needed

Status Quo: Projected Cash Position



Summary of Status Quo

- Current revenues are not sufficient to pay for increased operating cost (flood mitigation/response) and future capital expenditures
- Significant rate increase will be needed to meet future stormwater obligations

Stormwater Rate Options

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Alternative Evaluation

- After the October 25th City Council Work Session, staff and the consultant developed three alternative financial plans associated with the Stormwater Program
  - Each scenario has the same level of O&M cost
  - The difference is the capital expenditure level
  - Assumes future grant awards
    - Risk: If grants not successful, project is not constructed
  - Debt servicing
  - GO Bond projects not included, as they will have their own funding

Which Capital Projects Will Receive Funding?

Scenario 1	Scenario 2	Scenario 3
Rio de Flag Flood Control Project	Rio de Flag Flood Control Project	Rio de Flag Flood Control Project
Downtown Mile	Downtown Mile	Downtown Mile
Schultz Creek-Hwy 180 Culvert Improvements	Schultz Creek-Hwy 180 Culvert Improvements	Schultz Creek-Hwy 180 Culvert Improvements
Side Drain Lateral North Downtown	Side Drain Lateral North Downtown	Side Drain Lateral North Downtown
Spruce Wash Resiliency	Spruce Wash Resiliency	Spruce Wash Resiliency
Killip Basins Inlet	Killip Basins Inlet	Killip Basins Inlet
Spot Improvements	Spot Improvements	
Side Drain Lateral Santa Fe Avenue	Side Drain Lateral Santa Fe Avenue	
Side Drain Lateral Malpais Lane	Side Drain Lateral Malpais Lane	
Fanning at Steves Culvert	Fanning at Steves Culvert	
Columbia Circle	Columbia Circle	
Fanning Drive Wash at Route 66	Fanning Drive Wash at Route 66	
Soliere Avenue/Fanning Wash Crossing	Soliere Avenue/Fanning Wash Crossing	
Switzer Canyon Flood Detention Basin	Switzer Canyon Flood Detention Basin	
Fanning Wash Channel Capacity Improvements	Fanning Wash Channel Capacity Improvements	
Hospital Hill Street Improvements	Hospital Hill Street Improvements	
Mobile Haven Ditch Improvements	Mobile Haven Ditch Improvements	
Shadow Mt.-Monte Vista Street Improvements	Shadow Mt.-Monte Vista Street Improvements	
University Heights Drainage Improvements	University Heights Drainage Improvements	

These projects in red are already funded by current rates/capital plan.

These projects in yellow are grant-funded.

If grant funds are not awarded, these projects in green will not move forward.

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Scenario comparison

Rate Financed CIP	Scenario 1	Scenario 2	Scenario 3
Maintenance	x	x	x
Post-Fire Project	x	x (debt)	x (debt)
High Priority CIP	x	x (partial grant)	
Community CIP	x	(grant)	
Rate Schedule	Early Rate Adjustments 50%, 25%, 10%, then inflation at 3.5% annual	Even Rate Adjustments of 17% for seven years	Lower Adjustment, 17% for four years, then inflation at 3.5% annual Minimal Capital Improvements
Detail	Original CIP, Includes grants awarded, Rates deliver operations and full capital plan, best sustainable plan	More debt, Tentative grant funding, Highest rate in year 6	More debt, Tentative grant funding, Lowest rates, No CIP beyond post-fire

Scenario 1. Follows Capital Plan directive. Most cost efficient. Only incorporates awarded grants. Includes GO bond

Scenario 1	2023	2024	2025	2026	2027	2028	2029	Total
Capital Expenditure	$ 18,291,639	$ 26,399,375	$ 9,007,306	$ 12,298,917	$ 5,902,967	$ 4,985,000	$ 5,275,000	$ 82,160,204
Grant Funded	$ 1,500,000	$ 1,045,000	$ -	$ -	$ -	$ -	$ -	$ 2,545,000
GO Bond Funded	$ 7,300,000	$ 8,600,000	$ 5,800,000	$ 4,300,000	$ -	$ -	$ -	$ 26,000,000
Debt Funded	$ -	$ 16,000,000	$ -	$ 6,500,000	$ 3,000,000	$ -	$ -	$ 25,500,000
Cash Funded	$ 9,491,639	$ 754,375	$ 3,207,306	$ 1,498,917	$ 2,902,967	$ 4,985,000	$ 5,275,000	$ 28,115,204
Effective	Jan	Jan	Jan	Jan	Jan	Jan	Jan	
% Increase	50%	25%	10%	3.5%	3.5%	3.5%	3.5%	
Proposed Rate	**$ 5.61**	**$ 7.01**	**$ 7.71**	**$ 7.98**	**$ 8.26**	**$ 8.55**	**$ 8.85**	

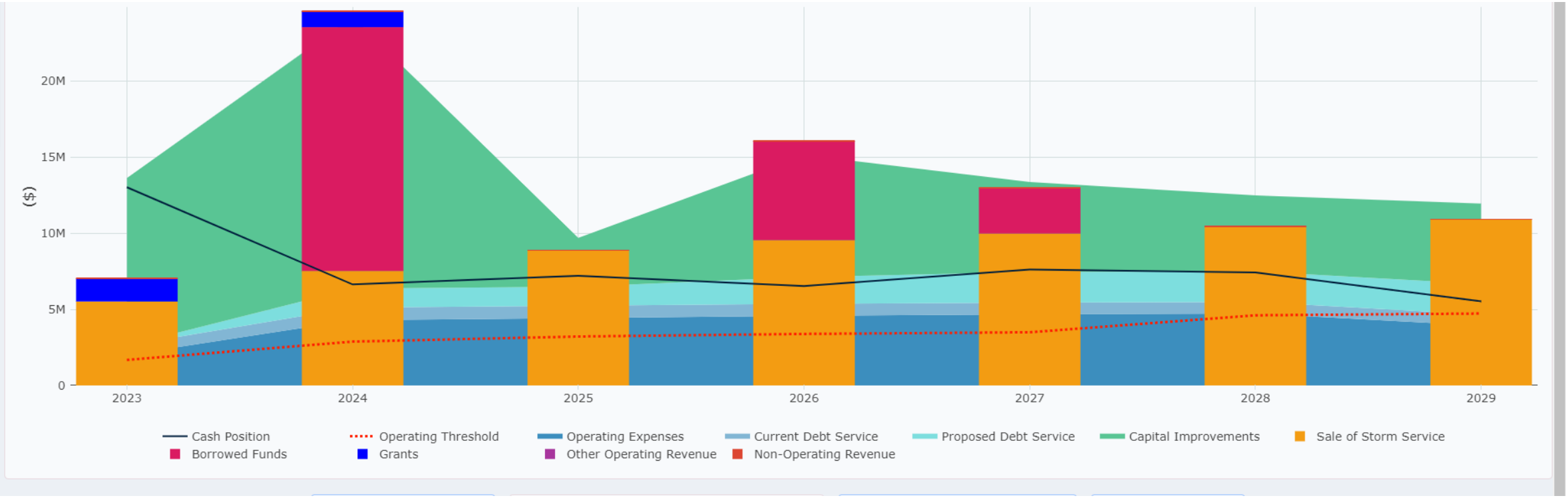
Scenario 2. Follows Capital Plan directive. Most costly, due to early debt issuance. Assumes future grant awards or projects won't happen.

Scenario 2	2023	2024	2025	2026	2027	2028	2029	Total
Capital Expenditure	$ 18,291,639	$ 31,765,709	$ 8,050,129	$ 5,791,417	$ 5,306,708	$ 4,985,000	$ 5,275,000	$ 79,465,602
Grant Funded	$ 1,500,000	$ 1,045,000	$ 1,719,939	$ 1,027,050	$ 1,922,936	$ -	$ -	$ 7,214,925
GO Bond Funded	$ 7,300,000	$ 8,600,000	$ 5,800,000	$ 4,300,000	$ -	$ -	$ -	$ 26,000,000
Debt Funded	$ -	$ 21,300,000	$ -		$ 3,000,000	$ 3,500,000	$ -	$ 27,800,000
Cash Funded	$ 9,491,639	$ 820,709	$ 530,190	$ 464,367	$ 383,772	$ 1,485,000	$ 5,275,000	$ 18,450,677
Effective	April	Jan	Jan	Jan	Jan	Jan	Jan	
% Increase	17%	17%	17%	17.0%	17.0%	17.0%	17.0%	
Proposed Rate	**$ 4.38**	**$ 5.12**	**$ 5.99**	**$ 7.01**	**$ 8.20**	**$ 9.59**	**$ 11.22**	

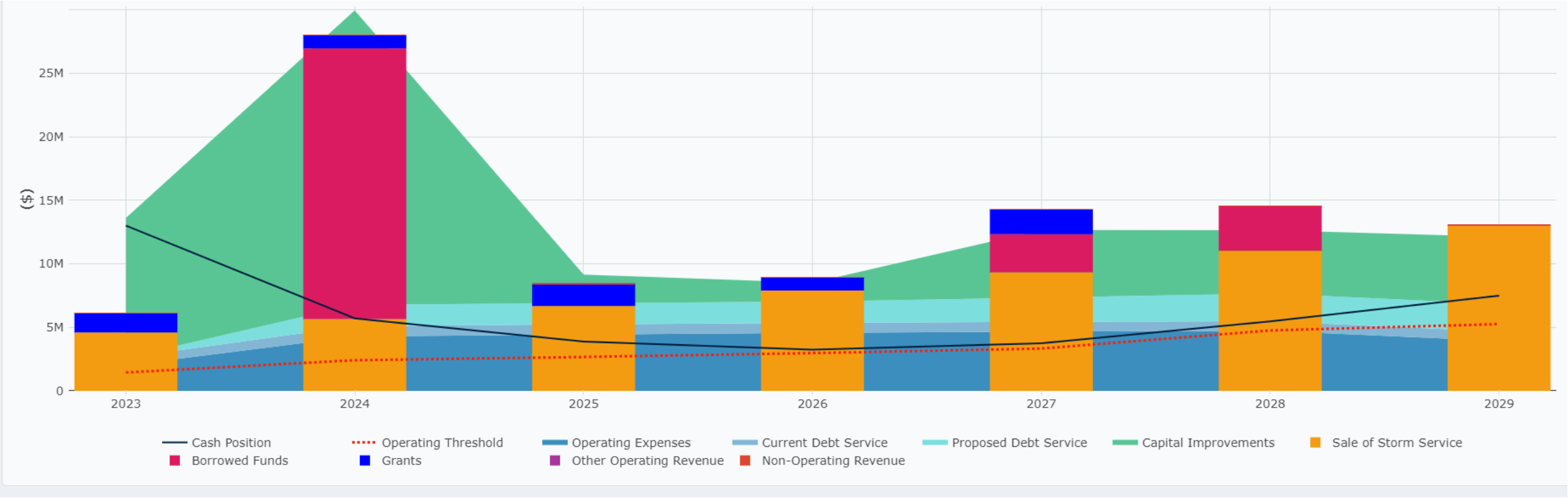
Scenario 3. Minimal Capital projects beyond priority flood projects. Early debt issuance. Assumes future grant awards or projects won't happen.

Scenario 3	2023	2024	2025	2026	2027	2028	2029	Total
Capital Expenditure	$ 18,291,639	$ 31,765,709	$ 8,050,129	$ 5,791,417	$ 3,312,980	$ 1,628,100	$ 1,674,365	$ 70,514,339
Grant Funded	$ 1,500,000	$ 1,045,000	$ 1,719,939	$ 1,027,050	$ 1,922,936	$ -	$ -	$ 7,214,925
GO Bond Funded	$ 7,300,000	$ 8,600,000	$ 5,800,000	$ 4,300,000	$ -	$ -	$ -	$ 26,000,000
Debt Funded	$ -	$ 21,300,000	$ -					$ 21,300,000
Cash Funded	$ 9,491,639	$ 820,709	$ 530,190	$ 464,367	$ 1,390,044	$ 1,628,100	$ 1,674,365	$ 15,999,414
Effective	April	Jan	Jan	Jan	Jan	Jan	Jan	
% Increase	17%	17%	17%	17.0%	3.5%	3.5%	3.5%	
Proposed Rate	**$ 4.38**	**$ 5.12**	**$ 5.99**	**$ 7.01**	**$ 7.25**	**$ 7.51**	**$ 7.77**	

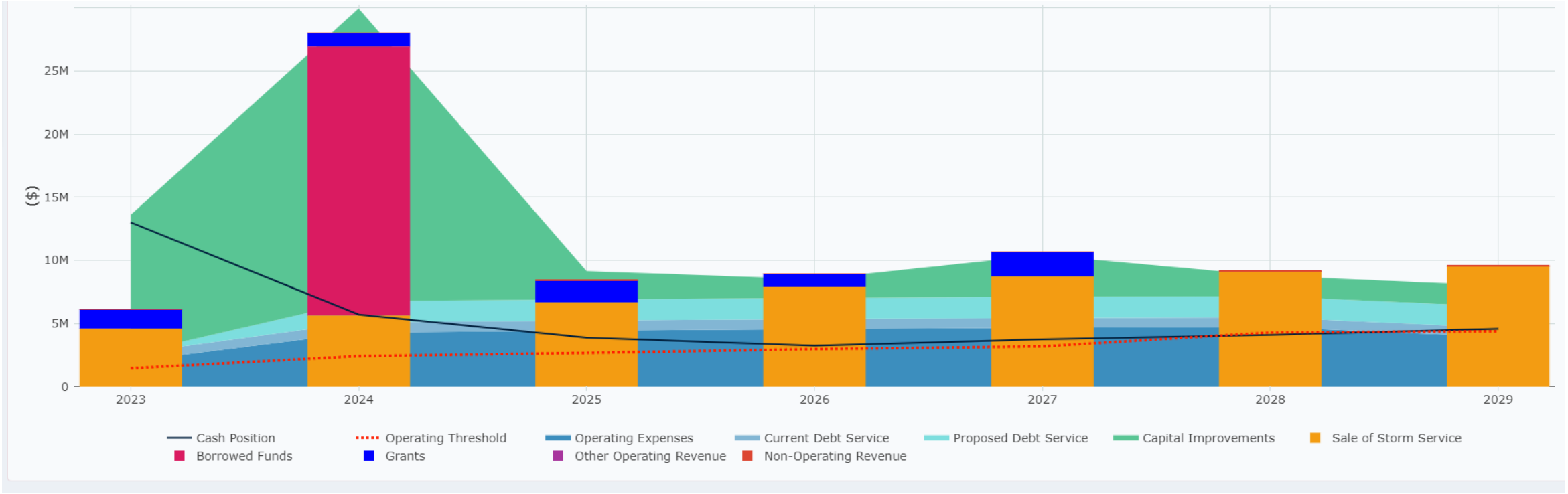
Scenario 1: Projected Cash Position



Scenario 2: Projected Cash Position



Scenario 3: Projected Cash Position



Stormwater Service Charge

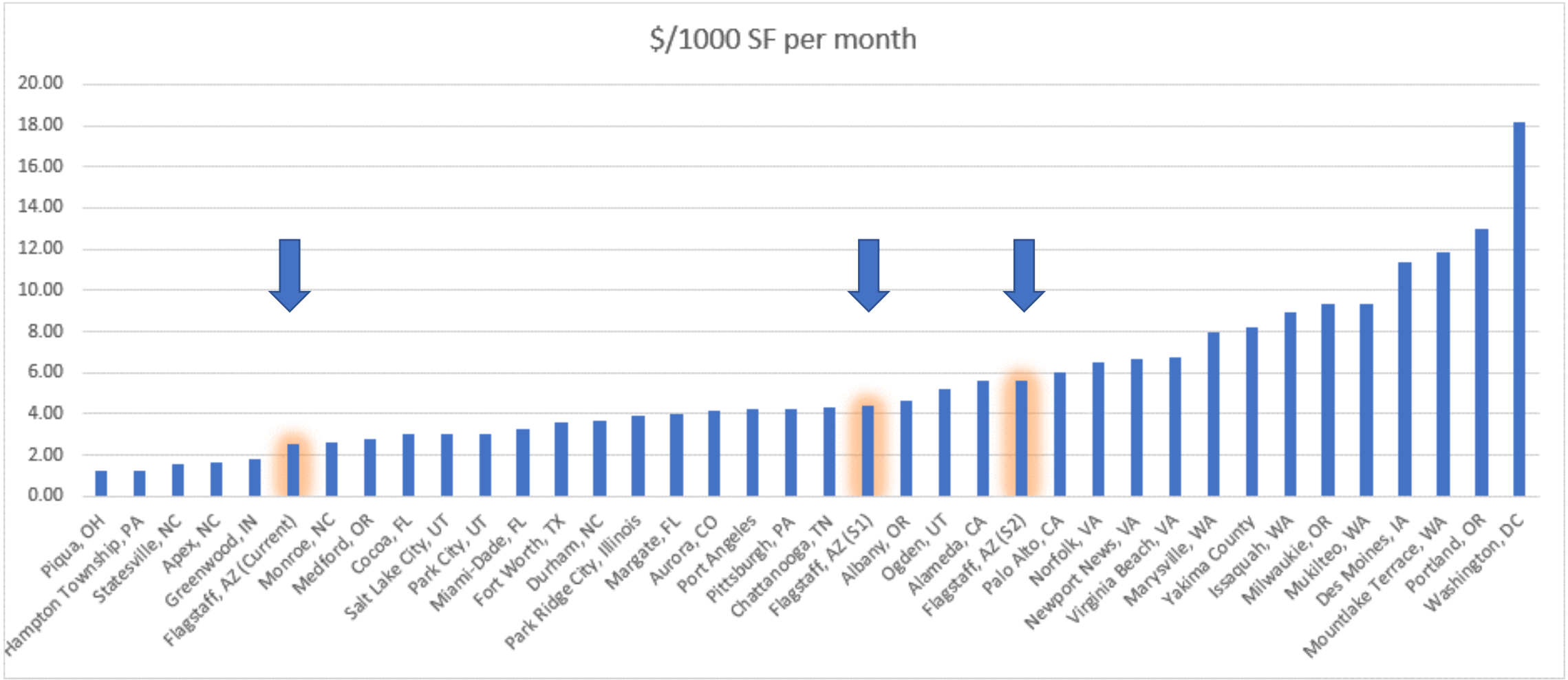
Year 1 Proposal/Impacts

Stormwater Rate Options	ERU Rate	Proposed Rate Per ERU	
All Scenarios include O&M increase for new retention basins and drainage maintenance	**Current Rate Per ERU**	**Year 1**	**Year 7**
Scenario 1 - early increase, most cost efficient, best level of service	$3.74	$5.61	$8.85
Scenario 2 - smaller steady increase, better service level, includes (tentative) grant funding, increased debt for Hwy 180 Culvert project	$3.74	$4.38	$11.22
Scenario 3 - Minimal Capital Projects, with only priority flood mitigation, increased debt, includes (tentative) grant funding	$3.74	$4.38	$7.77

Rate Impacts

Stormwater Rate Options Annual Increases		Average Annual Increase Residential 3 ERU		Average Annual Increase Restaurant 14 ERU		Average Annual Increase Big Box 220 ERU	
All Scenarios include O&M increase for new retention basins and drainage maintenance	**Year 1 Effective Date**	**Year 1**	**Year 7**	**Year 1**	**Year 7**	**Year 1**	**Year 7**
Scenario 1 - early increase, most cost efficient, best level of service	Jan 1	$67	$184	$314	$858	$4,937	$13,490
Scenario 2 - smaller steady increase, better service level, includes (tentative) grant funding, increased debt for Hwy 180 Culvert project	April 1	$23	$269	$108	$1,257	$1,690	$19,747
Scenario 3 - Minimal Capital Projects, with only priority flood mitigation, increased debt for Hwy 190 Culvert project	April 1	$23	$113	$108	$526	$1,690	$8,263

National Stormwater Survey



Rate Implementation Timeline

11/15/2022	Council Meeting-Public Hearing, 1st Read
11/29/2022	Council Meeting-Public Hearing, Ordinance 2nd Read
1/1/2023	Rate Effective 1/1/2023 (or 4/1/2023, depending on alternative)

Community Outreach

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Stormwater Rate Community Outreach

- Stormwater Rates Website: https://www.flagstaff.az.gov/4781/Stormwater-Rate-Adjustment
  - Rate Analysis Report
  - FAQ's
  - Recorded Presentation, Powerpoint Presentation

- Community Forums
  - **October 26** at noon, virtual on Teams
  - **November 10** at 4 pm, in-person at City Council Chambers and on Teams
  - **November 14**, at 6 pm, Sechrist School
  - **November 18** at 6 pm, virtual on Teams
- Roadshows, Radio Spots, Educational Resources at City locations

Stormwater Rate Adpotion

QUESTIONS?

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Bryce Doty, Real Estate Manager
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-31: An Ordinance of the City Council of the City of Flagstaff, abandoning approximately 5,237 square feet of public right-of-way at the northwest corner of Fountaine Street and Hoskins Avenue; providing for delegation of authority, repeal of conflicting ordinance, severability, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 15th, 2022 Council Meeting:
1) Read Ordinance No. 2022-31 by title only for the first time
2) City Clerk reads Ordinance No. 2022-31 by title only (if approved above)

At the December 6th, 2022 Council Meeting:
3) Read Ordinance No. 2022-31 by title only for the final time
4) City Clerk reads Ordinance No. 2022-31 by title only (if approved above)
5) Adopt Ordinance No. 2022-31

Executive Summary:

Northern Arizona University owns 631 S. Fountaine St., which abuts approximately 7,400 square feet of unimproved public right-of-way dedicated for Hoskins Ave. Northern Arizona University is requesting the City of Flagstaff abandon a portion of Hoskins Avenue. City staff analyzed the request based on existing public uses, future public uses, utility impacts, and consistency with existing plans and standards. City staff recommends abandoning approximately 5,237 square feet of Hoskins Avenue public right- of-way south of 631 S. Fountaine Street, reserving the southern 20' of Hoskins Avenue right-of-way to accommodate existing public infrastructure needs and a planned Flagstaff Urban Trail System (FUTS) trail identified in the Regional Plan and the Active Transportation Master Plan.

The Planning and Zoning Commission, on October 26, 2022, determined that abandonment is consistent with the General Plan,Zoning Code, any applicable Specific Plan, and all applicable Utilities and Public Works Division standards, and recommended abandonment. An easement will be reserved for any existing public utilities using the area to be abandoned as public right-of-way.

If that portion of Hoskins Avenue adjacent to NAU property is abandoned (the 5,237 square feet), then at a future public meeting City staff will bring to Council for consideration an ordinance authorizing the exchange of this property for property of substantially equal value owned by NAU. The City is seeking to acquire property currently owned by NAU for upcoming capital improvement projects.

Financial Impact:

None. The City is simply abandoning the right-of-way and will retain ownership for now.

If the City sells or disposes of the abandoned roadway in the future, A.R.S. Section 28-7208 requires the City to receive consideration in an amount deemed commensurate with the value for the abandoned roadway. The City may exchange the abandoned roadway for real property of substantially equal value pursuant to A.R.S. Section 9-407.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives
Livable Community - Provide amenities and activities that support a healthy lifestyle.

Regional Plan
Goal T.1. Improve mobility and access throughout the region.
Goal T.2. Improve transportation safety and efficiency for all modes.

Has There Been Previous Council Decision on This:

None.

The Council has previously approved an abandonment of undeveloped right-of-way on the north side of Hoskins Avenue. On May 18, 2021 the City Council adopted Ordinance No. 2021-28, abandoning approximately 1,400 square feet of Hoskins Avenue at the northwest corner of Leroux Street, and authorizing sale of the property for its estimated value as the minimum bid. The adjacent property owner purchased that land.

Options and Alternatives:

1. Approve ordinance abandoning 5,237 square feet of right-of-way;
2. Do not approve ordinance and provide further direction to staff.

Background/History:

In 1943 the Revised Plat of the Washington Addition of the City of Flagstaff, dedicated Hoskins Street to the public for public use in varying widths from 60' to 73.5'. The right of way in question is directly south of Lot 27. Connecting this portion of right of way as a street, west into NAU Campus never occurred due to topography the campus development pattern.

The 2018 Survey of Block A, Revised Washington Addition identifies the width of Hoskins Street South of Lot 27 (631 S. Fountaine Street) as 68.4 feet. This right-of-way has never been developed for public use and the adjacent property owner has been using the right-of-way as a driveway or for parking.

NAU approached the City with a request to abandon a portion of the unbuilt remnant of Hoskins right-of-way adjacent to 631 S. Fountaine Street. The City Planners, Engineers, Water Services and Traffic evaluated that certain remnant right-of-way along the south side of 631 S. Fountaine Street and determined that right-of-way is no longer needed for use as roadway, except that the southern 20’ does need to remain as roadway for existing and future uses.

The City contacted utility companies on October 4 and October 17, 2022 requesting utility clearances for the proposed abandonment. As a condition of abandonment of public right-of -way (ROW), the City will need to allow the existing utility facilities to remain in place or provide for relocation.
APS Response: Approve abandonment without conditions

UniSource Response: No facilities within portion of ROW
CenturyLink Response: Has not completed review. (If there are facilities in ROW, City will reserve an easement for them).
City Utilities Response: Utility needs are preserved with retained portion of ROW

Attachments: Ord. 2022-31
Hoskins Ave legal description
Presentation
City Code abandonment

ORDINANCE NO. 2022-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ABANDONING APPROXIMATELY 5,237 SQUARE FEET OF PUBLIC RIGHT-OF-WAY AT THE NORTHWEST CORNER OF FOUNTAINE STREET AND HOSKINS AVENUE; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City has authority to abandon public rights-of-way pursuant to A.R.S. § 28-7201 et seq, and pursuant to the City Code, Title 11, General Plans and Subdivisions, Division 11-20-160, Abandonment or Vacation of Public Right-of-Way; and has authority to dispose of real property pursuant to the Flagstaff City Charter, Article VIII, Section 10; and

WHEREAS, pursuant to A.R.S. § 28-7202 public right-of-way may be abandoned or vacated if it is no longer necessary for a public use; and

WHEREAS, all public utility companies, City divisions and agencies have had the opportunity to review a map of the public right-of-way proposed to be abandoned; and

WHEREAS, the City Engineer in consultation with the Water Services (formerly Utility) Director and Public Works Director, and the Planning and Zoning Commission at a public meeting held on October 26, 2022, have determined that the proposed abandonment is consistent with the General Plan, Zoning Code, and any applicable Specific Plan, and all applicable Division standards, as referenced in the staff report on file with the City Clerk.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

The City Council hereby finds that approximately 5,237 square feet of public right-of-way, located at the northwest corner of Fountaine Street and Hoskins Avenue, and legally described in Exhibit A attached hereto ("the Property") is no longer necessary for public use, and is hereby abandoned.

The Property shall be conveyed subject to reservation of public utility easement(s) for any existing utilities located on, over, or under the Property, and subject to any existing encumbrances of record.

SECTION 2: Delegation of Authority.

The Mayor and City Manager are hereby authorized to sign all documents relevant to the exchange of said Property. The City Real Estate Manager is directed to take all necessary steps to effectuate this ordinance. The City Clerk is directed to record a copy of this ordinance.

SECTION 3: Repeal of Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: Effective Date.

Pursuant to A.R.S. § 28-7213 this ordinance shall become effective when recorded in the office of the Coconino County Recorder, which shall be at least thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff, this 6th day of December, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Exhibit A – Legal description and map

EXHIBIT 'A'
LEGAL DESCRIPTION

A portion of the Hoskins Avenue public Right-of-Way according to the Revised Plat of the Washington Addition, Book 2 of Maps, Page 2, Official Records of Coconino County, located in the northwest quarter of Section 22, Township 21 North, Range 7 East of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South Fountain Street, from which a 2-inch aluminum cap marked 'City of Flagstaff' at the centerline intersection of Hoskins Avenue and South O'Leary Street bears North 89°35'02" East, 268.59 feet (Basis of Bearing, North 89°11'20 East, 268.70 feet per Instrument Number 3859846);

Thence South 59°00'46" West, 29.15 feet to the **TRUE POINT OF BEGINNING;**

Thence South 89°51'09" West, 107.00 feet to a point on the west line of said Section 22;

Thence along said west line, North 0°03'18" West, 48.40 feet to the southwest corner of Lot 27, Block A of said Washington Addition;

Thence leaving said west line, and along the south line of said Lot 27, South 89°16'24" East, 107.01 feet to the southeast corner of said Lot 27;

Thence leaving said south line, South 0°03'18" East, 49.48 feet to the **TRUE POINT OF BEGINNING.**

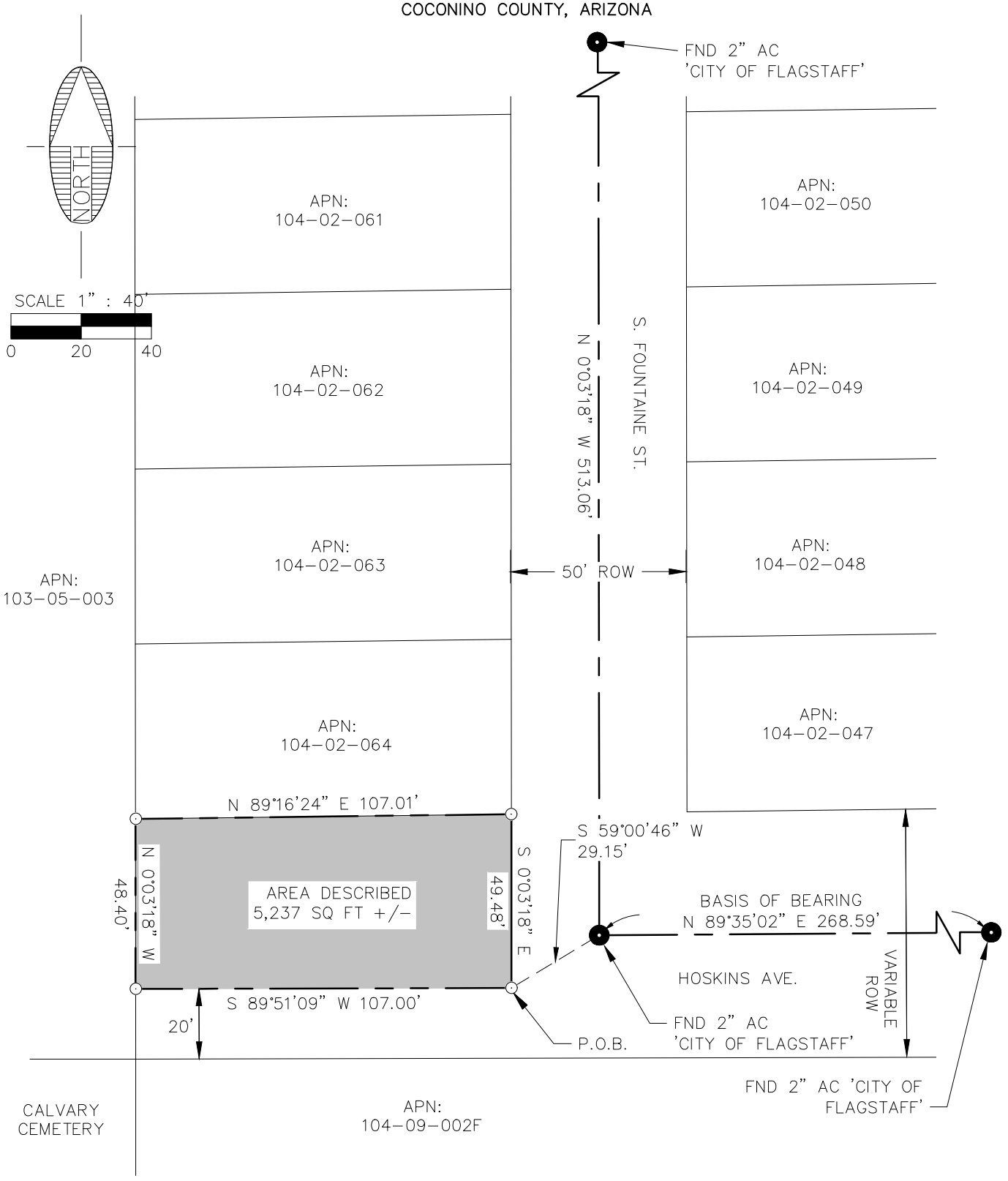
Containing 5,237 square feet, or 0.12 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF BLOCK 'A', ACCORDING TO THE REVISED PLAT WASHINGTON ADDITION,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 21 NORTH, RANGE 7 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
COCONINO COUNTY, ARIZONA



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 22
SCALE	1" = 40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

HOSKINS AVE. FLAGSTAFF ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

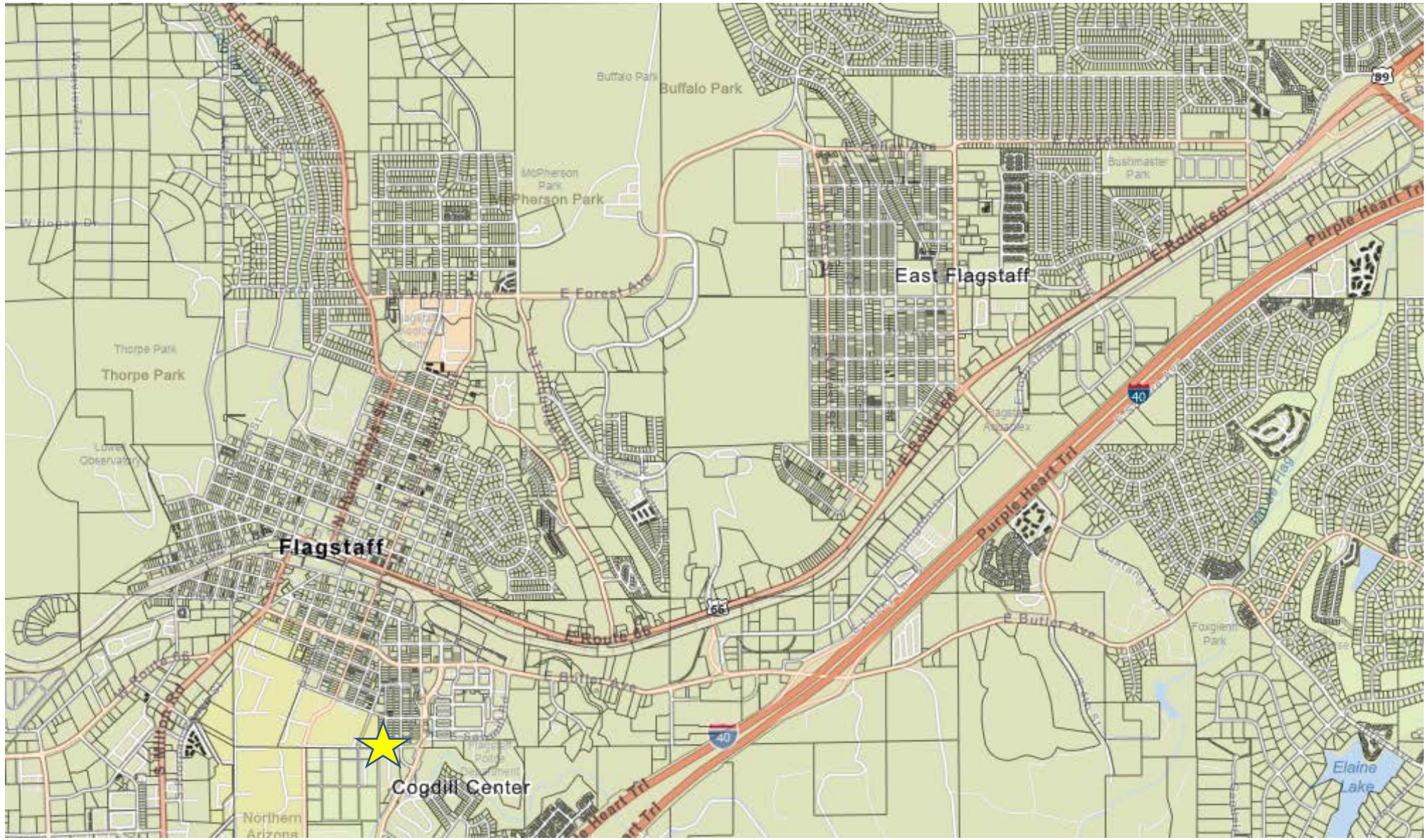
PLOTTED: Oct 06, 2022-3:32pm
FILE: \\192.168.1.15\PROJECTS\2018\18121\SURVEY\LEGAL DESCRIPTIONS\CHECK SET 2022-10-06\HOSKINS-FOUNTAINE ROW.DWG ABORLING

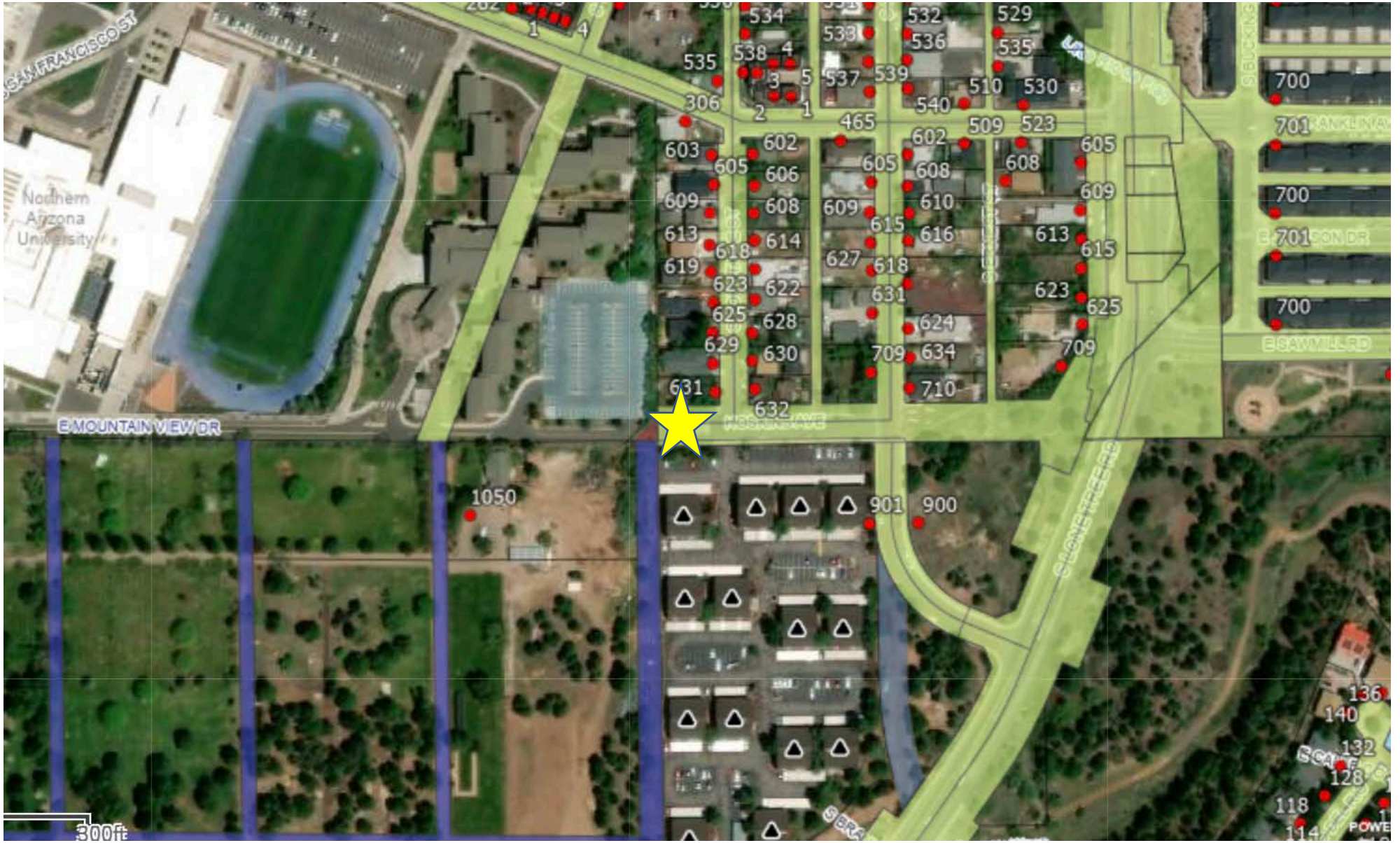
NAU Abandonment Request Hoskins Ave.

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

Vicinity Map




SAN FRANCISCO ST
Northern Arizona University
E MOUNTAIN VIEW DR
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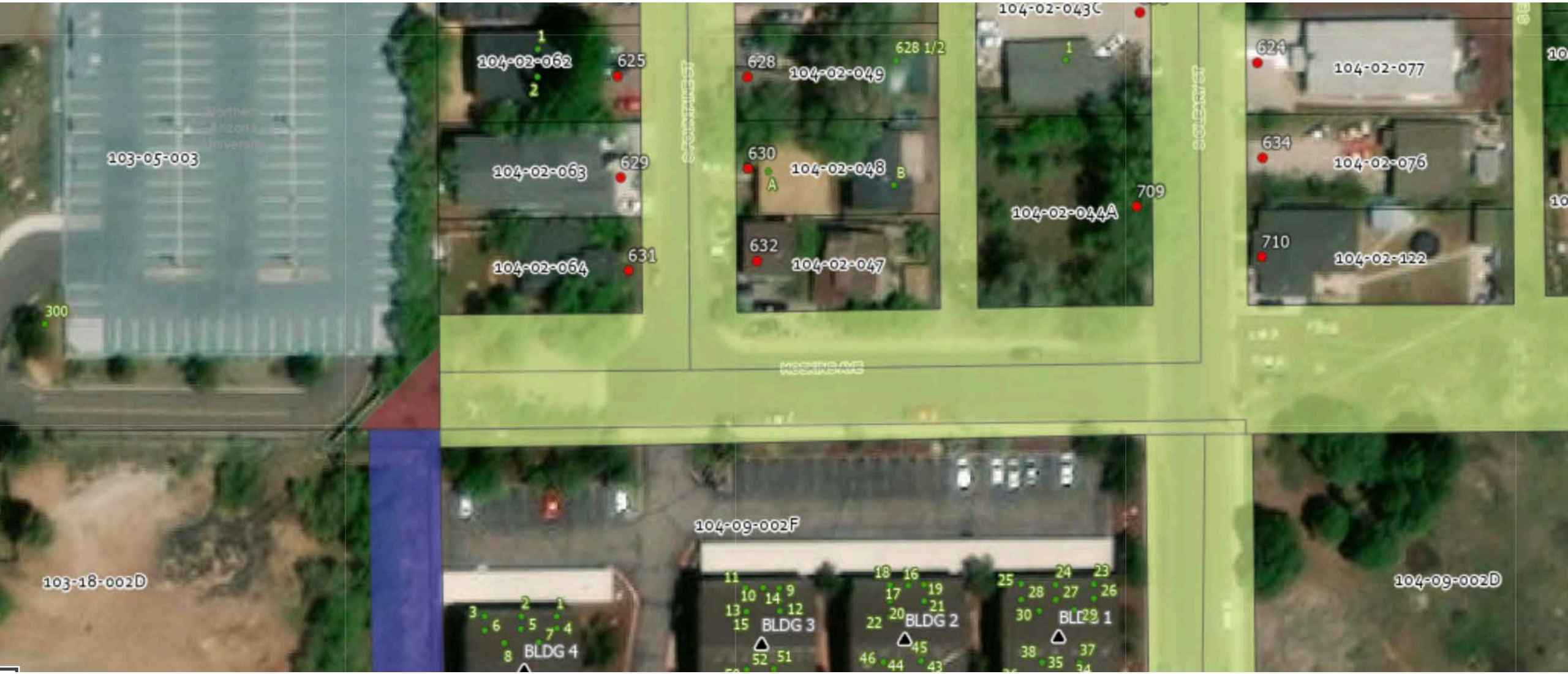
103-05-003
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104-02-049
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632
104-02-047
104-02-043C
709
104-02-044A
624
104-02-077
634
104-02-076
710
104-02-122
300
103-18-002D
104-09-002F
BLDG 4
BLDG 3
BLDG 2
BLDG 1
104-09-002D

Hoskins Ave Right-of-Way
104-02-050
104-02-043C
104-02-062
104-02-049
Fountaine Street
104-02-063
104-02-048
104-02-044A
103-05-003
104-02-064
104-02-047
Hoskins Avenue
20 feet of Current City ROW
to remain for Future FUTS Trail
104-09-002F
103-18-002D
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NAU

Google
Street View

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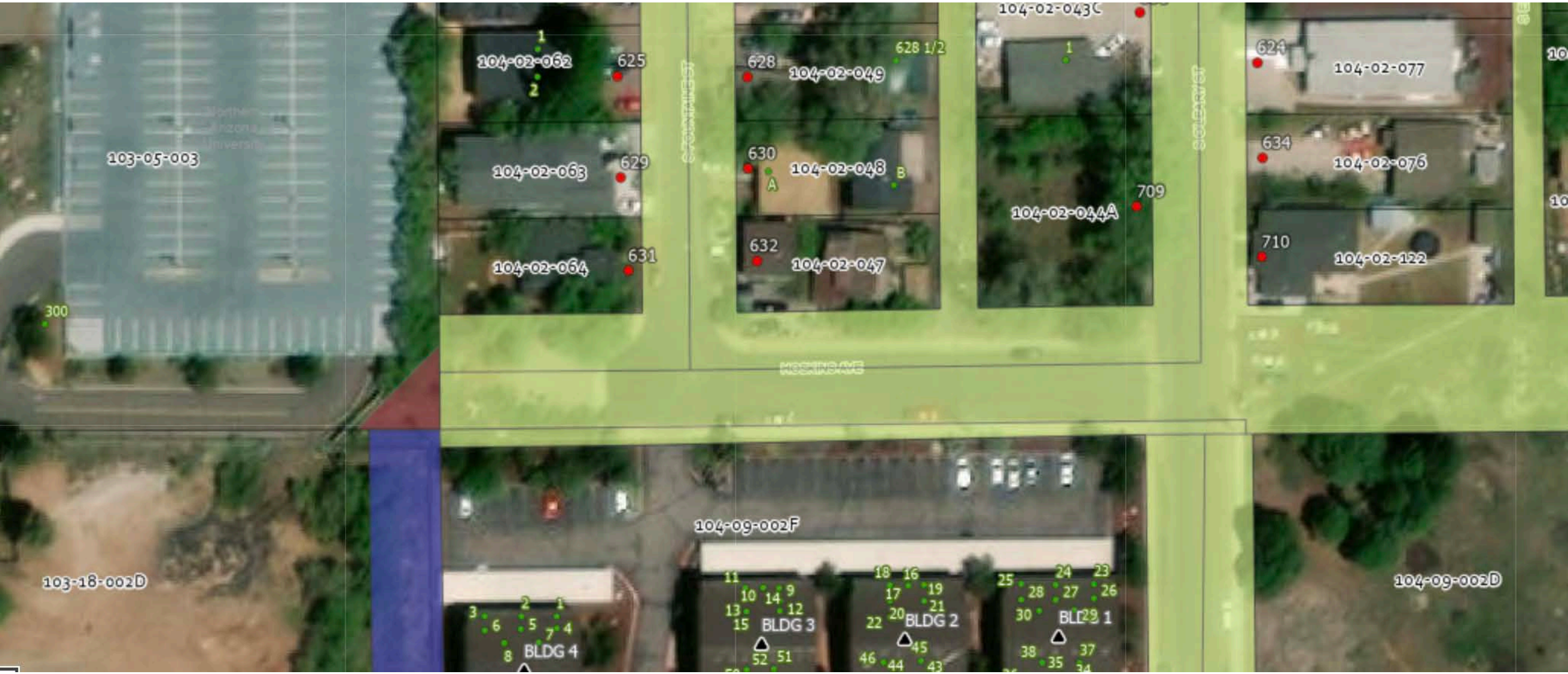
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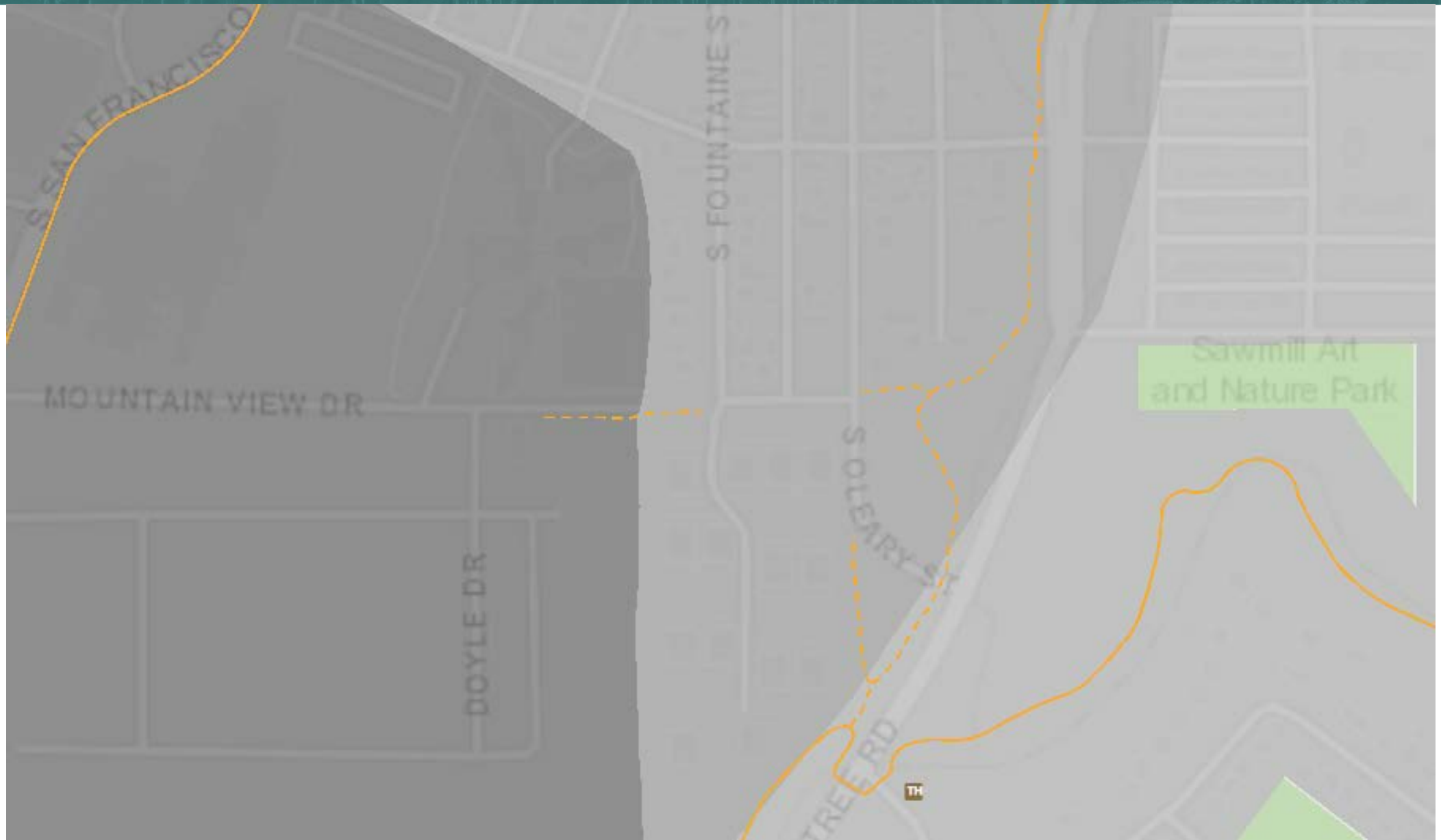
Regional Plan Future Trail



11-20.160

Abandonment or Vacation of Public Right-of-Way

Sections:

11-20.160.010 Purpose

11-20.160.020 Procedures

11-20.160.030 Submittal Requirements

11-20.160.040 Effective Date

11-20.160.050 Appeals

11-20.160.010 Purpose

The purpose of this division is to provide procedures for the abandonment or vacation of public rights-of-way or portions thereof (including streets, alleys, or public access easements).

11-20.160.020 Procedures

A. Initiation. The abandonment or vacation of public right-of-way may be initiated by the City Council, the City Manager or the City Engineer, as well as any property owner who owns land adjoining the public right-of-way contemplated for abandonment or vacation.

B. Process.

1. The processing procedure for a written request for abandonment or vacation by the City Engineer shall include:

a. The written request for abandonment or vacation shall be checked for compliance with required submittal information;

b. A location map of the area proposed to be abandoned or vacated showing abutting properties and a vicinity map, if necessary; and,

c. A memorandum stating the reasons for requested abandonment or vacation.

2. The memorandum and map of the requested abandonment or vacation of public right-of-way shall be forwarded to all public utility companies, City divisions and agencies serving the proposed area to be abandoned or vacated to request their review and comments.

3. For public rights-of-way, including roadways as defined in A.R.S. § 28-7201, notice shall be provided in the manner specified in A.R.S. § 28-20, Article 8, Disposition of Public Roadways.

C. Staff Report. The City Engineer in consultation with the Utilities Director and Public Works Director shall prepare and transmit a staff report to the City Council. The report shall include an evaluation of the consistency of the proposed vacation or abandonment with the General Plan, Zoning Code, any applicable Specific Plan, and all applicable Utilities and Public Works Division standards. The staff report shall also provide an analysis and recommendation. A copy of the staff report shall be made available to the public and affected parties prior to the public hearing.

D. Action by the City Council. Upon receipt of a recommendation from the Planning Commission, the City Council shall conduct a public hearing. Upon completion of this hearing, the City Council shall approve, approve in modified form, or deny the application. Approval shall be by resolution.

E. Recordation. The City Engineer shall record the final vacation resolution with the office of the Coconino County Recorder.

11-20.160.030 Submittal Requirements

SHARE

All applications for the vacation of public streets or easements shall be submitted to the City Engineer in writing on a form prescribed by the City. The application shall include the information and materials specified in the checklist for the Abandonment of Public Rights-of-Way, together with the required fee established in City Code Title 10, Zoning Code, Appendix 2, Planning Fee Schedule.

11-20.160.040 Effective Date

SHARE

The effective date of vacation of streets and easements is the date of City Council approval.

11-20.160.050 Appeals

SHARE

Decisions of the City Council on the vacation of streets and easements are final.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-24: an ordinance of the Flagstaff City Council authorizing the acquisition of real property interests for the Milton Road and University Avenue Right-of-Way Project; providing for delegation of authority, repeal of conflicting ordinances, severability, clerical corrections, and establishing an effective date

STAFF RECOMMENDED ACTION:

At the November 15, 2022, Council Meeting:
1) Read Ordinance No. 2022-24 by title only for the first time
2) City Clerk reads Ordinance No. 2022-24 by title only (if approved above)
At the December 6, 2022, Council Meeting:
3) Read Ordinance No. 2022-24 by title only for the final time
4) City Clerk reads Ordinance No. 2022-24 by title only (if approved above)
5) Adopt Ordinance No. 2022-24

Executive Summary:

Further design efforts on Milton Road and University Avenue right-of-way project have identified additional property acquisitions in order to deliver the project. Adoption of this ordinance will authorize the acquisition of all of the real property interests required for the project, as required by the Flagstaff City Charter.

Financial Impact:

In May 2000, the Flagstaff voters approved Proposition 403 which provided funding for improvements to Traffic Flow and Safety. As part of this proposition, two of those projects apply to the Project. These two projects were the University Avenue Realignment and Beulah Boulevard Extension.

City Staff completed a preliminary realignment plan and programmed $7.4 million in the FY2015 Capital Improvement Program Summary. In FY2023, an additional $9.2M was budgeted for the Project from the 419 Transportation Tax. These two allocations provided a combined total $16.6M for the Project.

Vintage Partners, LLC, will also contribute $1.65M for the pedestrian underpass commitment. It should be noted that VP is responsible for all costs associated with the pedestrian underpass and per Amendment One to the DA, those costs must be repaid to the City within five (5) years.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:
Priority Based Budget Key Community Priorities and Objectives

Safe and Healthy Community -

- Foster a safe, secure, and healthy community.
- Ensure the built environment is safe through the use of consistent standards, rules and regulations, and land use practices.

Inclusive and Engaged Community -

- Advance social equity and social justice in Flagstaff.

Sustainable, Innovative Infrastructure -

- Deliver outstanding services to residents through a healthy, well maintained infrastructure system.
- Utilize existing long-range plans that identify the community's future infrastructure needs and all associated costs.
- Identify smart traffic management, multi modal transportation, and alternative energy opportunities.

Environmental Stewardship -

- Implement sustainable building practices and alternative energy and transportation options.
- Implement, maintain and further the Climate Action and Adaptation Plan.

Regional Plan Goal T.2 -

- Improve transportation safety and efficiency for all modes**.**

Has There Been Previous Council Decision on This:

City Council previously authorized real property acquisitions related to this project in 2021 as outlined in the Background/History. This ordinance authorizes acquisitions to match the final design of the project, and repeals the prior 2021 ordinance.

Options and Alternatives:

1. Approve ordinance
2. Do not approve property acquisitions, and provide other direction.

Background/History:

On May 16, 2000, the voters of Flagstaff passed Proposition 403 which established a local transportation tax rate to provide funding for a variety of transportation system improvements including the arterial and collector street system, and multi-modal elements. The information pamphlet for this proposition specifically identified the Beulah Boulevard extension and the University Avenue realignment as “missing links” within the overall transportation network. The publicity pamphlet for Proposition 403 showed an alignment for these roadways like the current proposal. A total of $7.375 million has been collected and allocated for these transportation improvements. These funds became 100% available as of July 1, 2017; however, many years of work have been spent on moving this project forward.

In 2005, the City of Flagstaff acquired APN 103-21-002, a 9.58-acre site known as the “Fresquez Parcel” for approximately $2.7 million. This purchase was the first step in moving this transportation project to fruition and provides the majority of right-of-way necessary to accomplish the Beulah Boulevard extension. In order to accomplish the University Avenue/Drive realignment, the ADOT District Offices and Regional Laboratory need to be relocated.

Following the acquisition of the Fresquez parcel, the City and ADOT began to explore options for partnerships in order to relocate the ADOT facilities. In July 2009, the Arizona P3 (Public-Private-Partnership) Legislation was passed, allowing for partnerships between a public agency (in this case two public agencies) and a private-sector entity to allow greater participation in the delivery of a transportation project. Typically, the public agency assumes all the risks and responsibilities for a transportation project, but under the P3 the private partner takes on some of those risks and responsibilities. The Flagstaff P3 is the first time this initiative has been used to acquire new facilities for ADOT, which will free up land for roadway improvements and redevelopment. A Memorandum of Understanding was executed on March 28, 2012 and set out the parameters for how this P3 project would function. The City and ADOT would combine the remainders of their parcels after right-of-way dedication to be used for redevelopment. The redevelopment parcel would then be traded from ADOT to the developer for relocated ADOT facilities.

ADOT issued a Request for Qualifications in March 2012 to solicit a private partner who could relocate the ADOT facilities allowing for the construction of the road improvement project. The selected private sector partner was Vintage Partners, who proposed to relocate the ADOT facilities to the former Harkins Theater on Woodlands Village Boulevard. The P3 project was formalized through a Pre-Development Agreement (PDA) between Vintage, the City, and ADOT in December 2014. The PDA provides an overview of the various transactions, authorizes Vintage Partners to prepare and submit required materials for a Site Plan and Rezoning application for ADOT and City property located between Milton Parkway and Beulah Avenue, provides an anticipated schedule, requires an implementation agreement between ADOT and Vintage Partners, provides the term of the agreement, provides remedies for disputes and includes miscellaneous provisions required for an ADOT P3 project.

On August 21, 2017, the City Council approved the Reinstatement of, and First Amendment to the P3 Pre-Development Agreement extending the term to December 31, 2017; on December 19, 2017, a Second Amendment was approved that extended the term to March 31, 2018; on March 20, 2018, a Third Amendment was approved that extended the term to June 30, 2018.

On April 17, 2018, City Council approved the Development Agreement (DA) between The City and Vintage Partners. The DA provides for the sequence of approvals to facilitate the conveyance of the City Property to ADOT, the relocation of ADOT to the former Harkins Site, and the recordation of the final plat. It acknowledges that other agreements, including an Inter-Governmental Agreement between the City and ADOT, and an Implementation Agreement between ADOT and Vintage, will also speak to the timing and conditions for the property transfers from the City to ADOT, and ADOT to Vintage.

On August 18, 2018, City Council approved an IGA between the City and ADOT in order to facilitate the completion of the project.

On December 3, 2019, City Council approved the Mill Town Final Plat.

On September 21, 2021, City Council approved Ordinance No. 2021-18 authorizing property acquisitions for the project.

City has determined it is appropriate to adopt a new ordinance authorizing the acquisition of real property interests for the project, to conform with updates to the construction plans and legal descriptions for the real property interests to be acquired.

Key Considerations:

The property acquisitions will enable the City to complete planned roadway improvements. Due to the finalization of the plans, and the bike and pedestrian modifications at the 60-percent level, additional ROW was necessary to acquire to construct the roadway project.

Community Benefits and Considerations:

The Project improvements have been identified as an important project to help address traffic congestion on Milton Road.

Community Involvement:

Inform - The public voiced opinions on the proposed P3/Mill Town project during a public hearing which occurred prior to the rezone and development agreement which were approved by the City Council on April 17, 2018.
Involve - Public participation was included in the rezoning process.
Collaborate - P3/Mill Town is certainly a collaboration between the State, City, and Vintage Partners, LLC, a private company, and the public who commented during the public hearing on the rezoning.
Empower - The voters of Flagstaff approved the 2000 Transportation Tax which funded the Fresquez acquisition and the $7.4 million programed in the Capital program for the University/Beulah roadway improvements.

Attachments:

Presentation
Ord. 2022-24
Exhibit 1 Chart
Exhibit 2 Legal Descriptions
Parcels and Roadway Map

Beulah Extension/University Roadway Project

Property Acquisition

TEAM FLAGSTAFF

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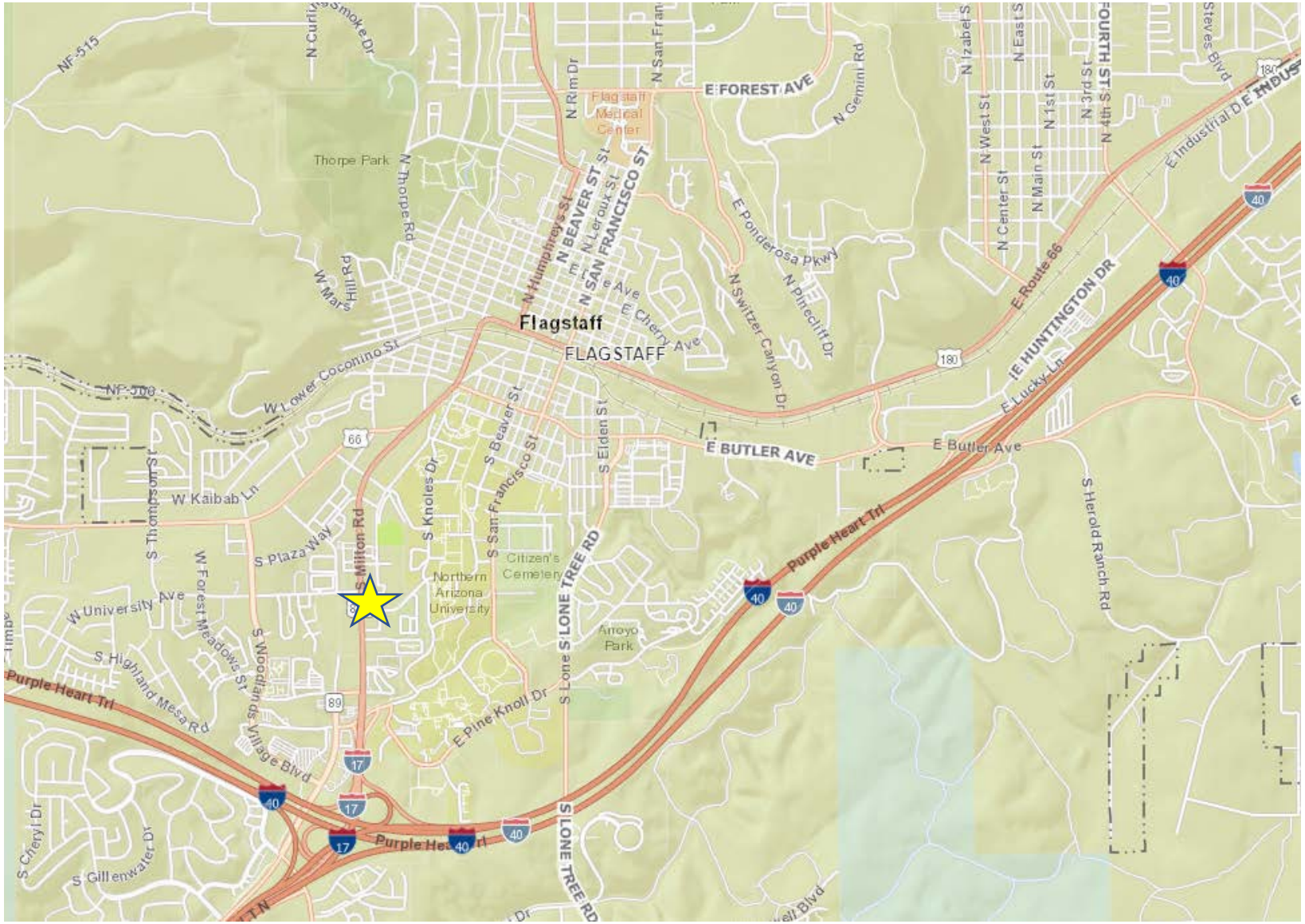
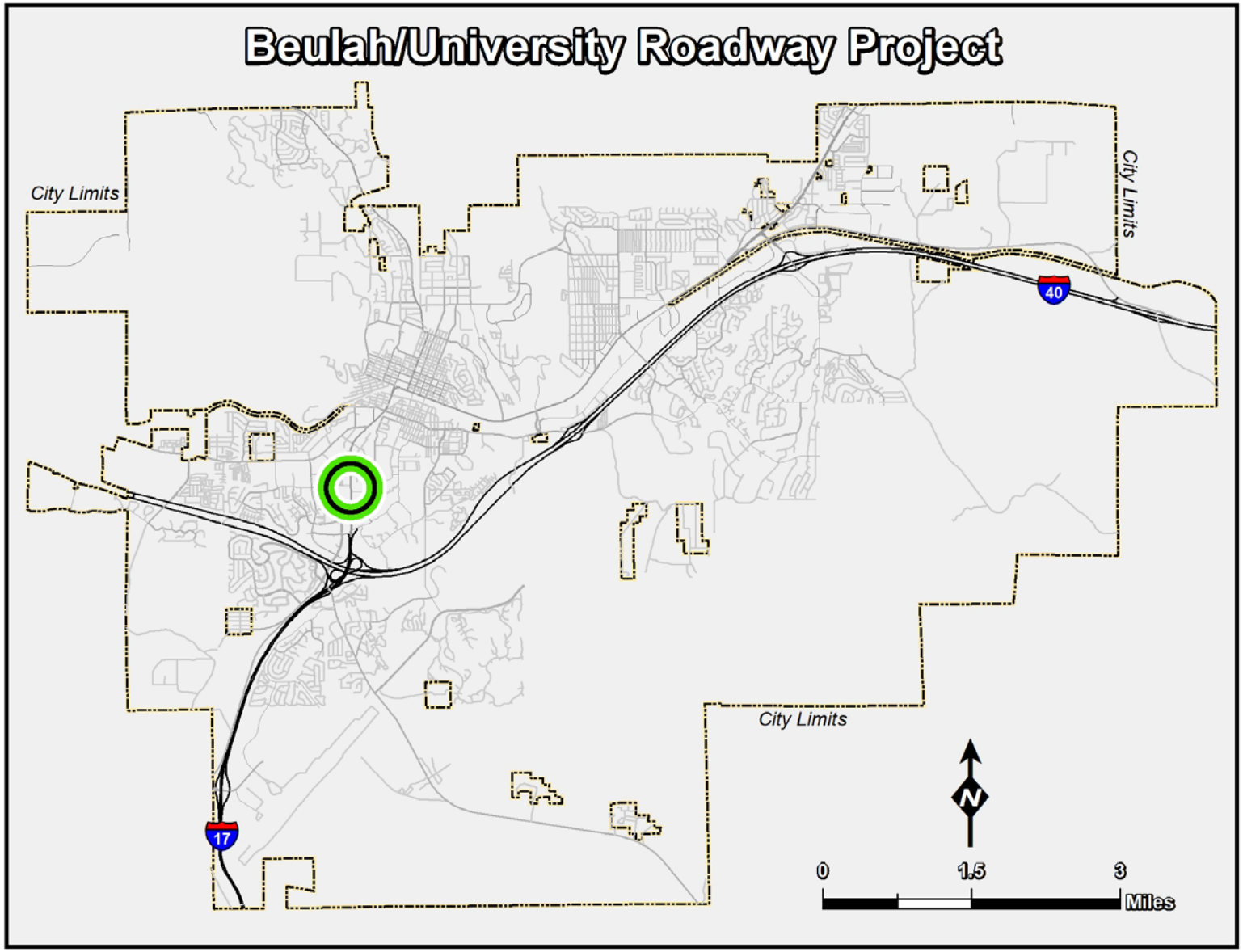
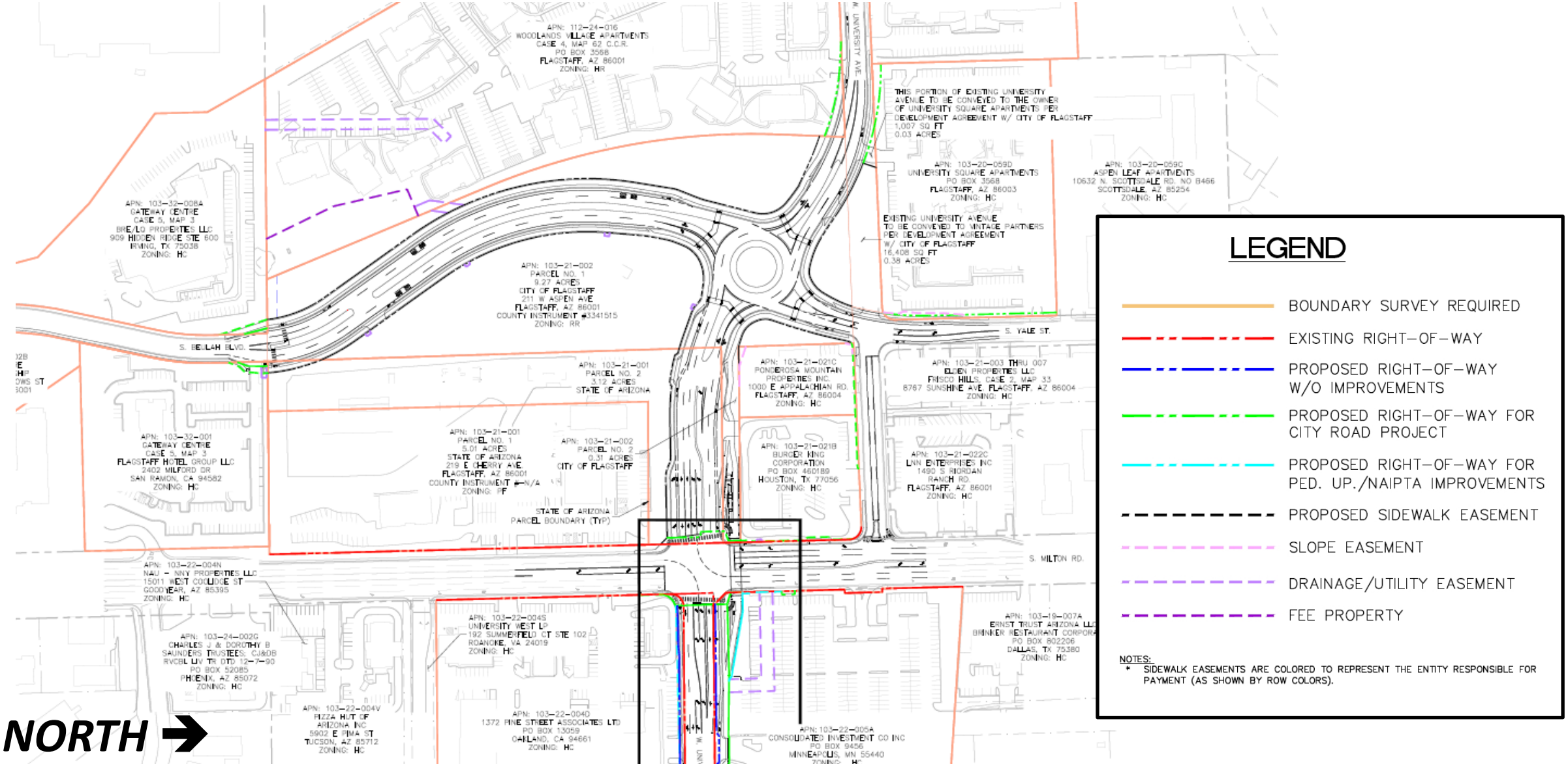
Vicinity Map



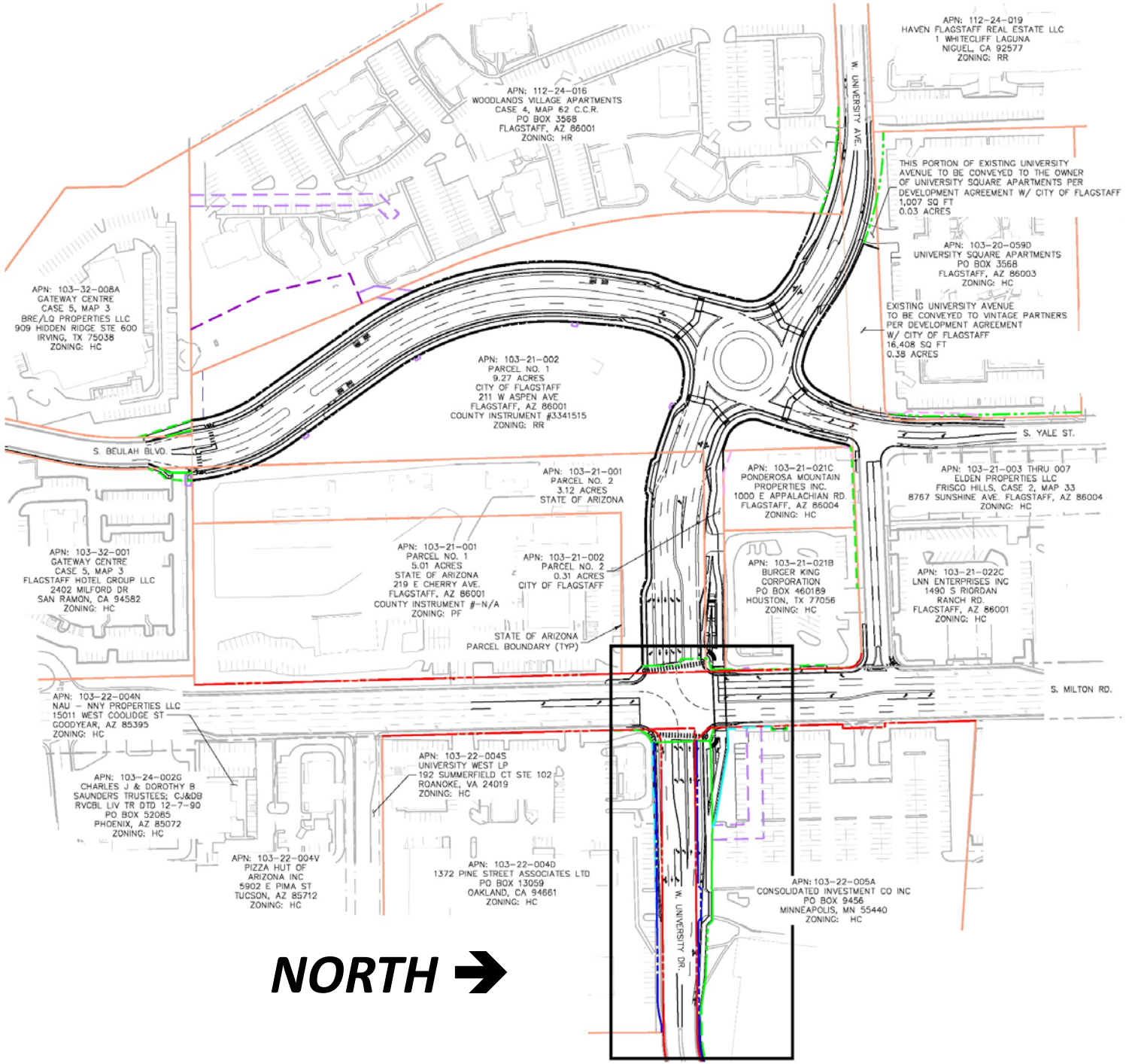
Vicinity Map



Current Design Overview



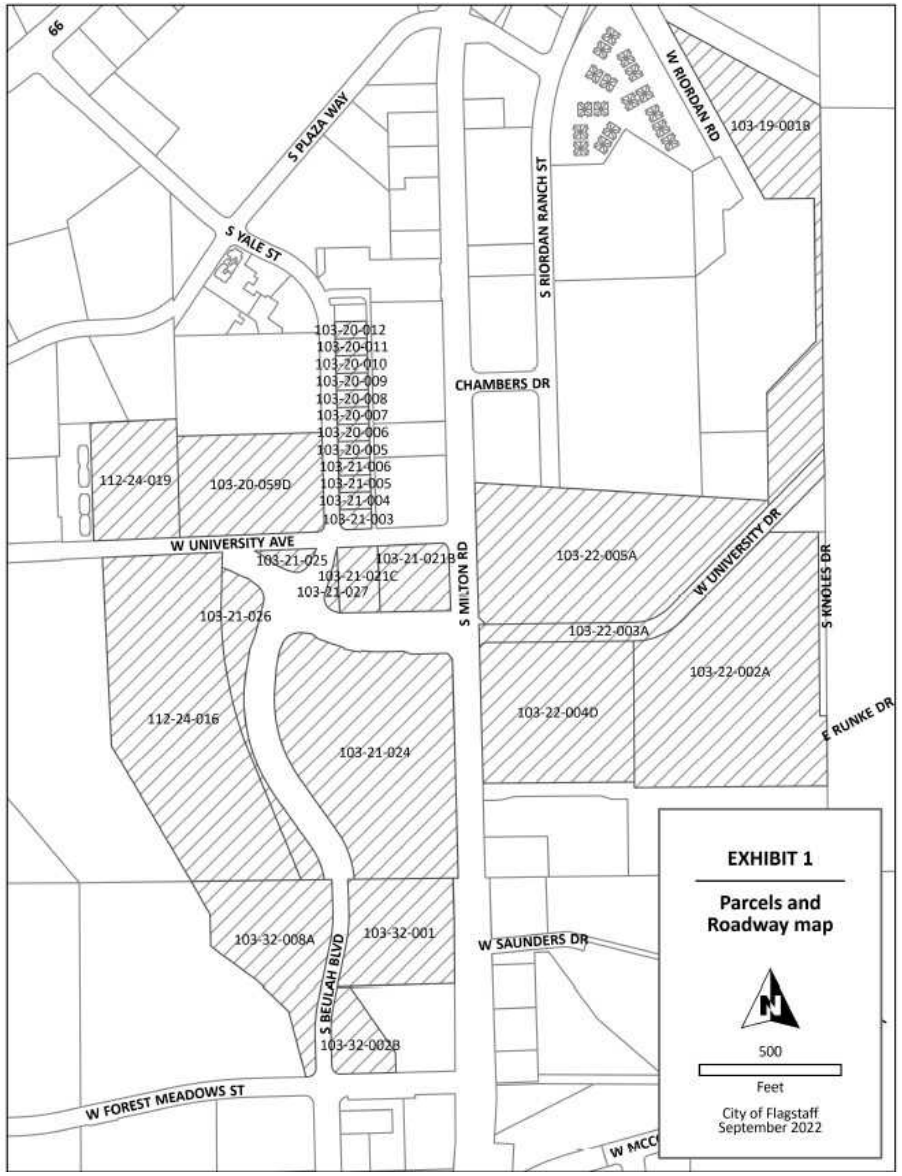
Current Design Overview



LEGEND

- BOUNDARY SURVEY REQUIRED
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY W/O IMPROVEMENTS
- PROPOSED RIGHT-OF-WAY FOR CITY ROAD PROJECT
- PROPOSED RIGHT-OF-WAY FOR PED. UP./NAIPTA IMPROVEMENTS
- PROPOSED SIDEWALK EASEMENT
- SLOPE EASEMENT
- DRAINAGE/UTILITY EASEMENT
- FEE PROPERTY

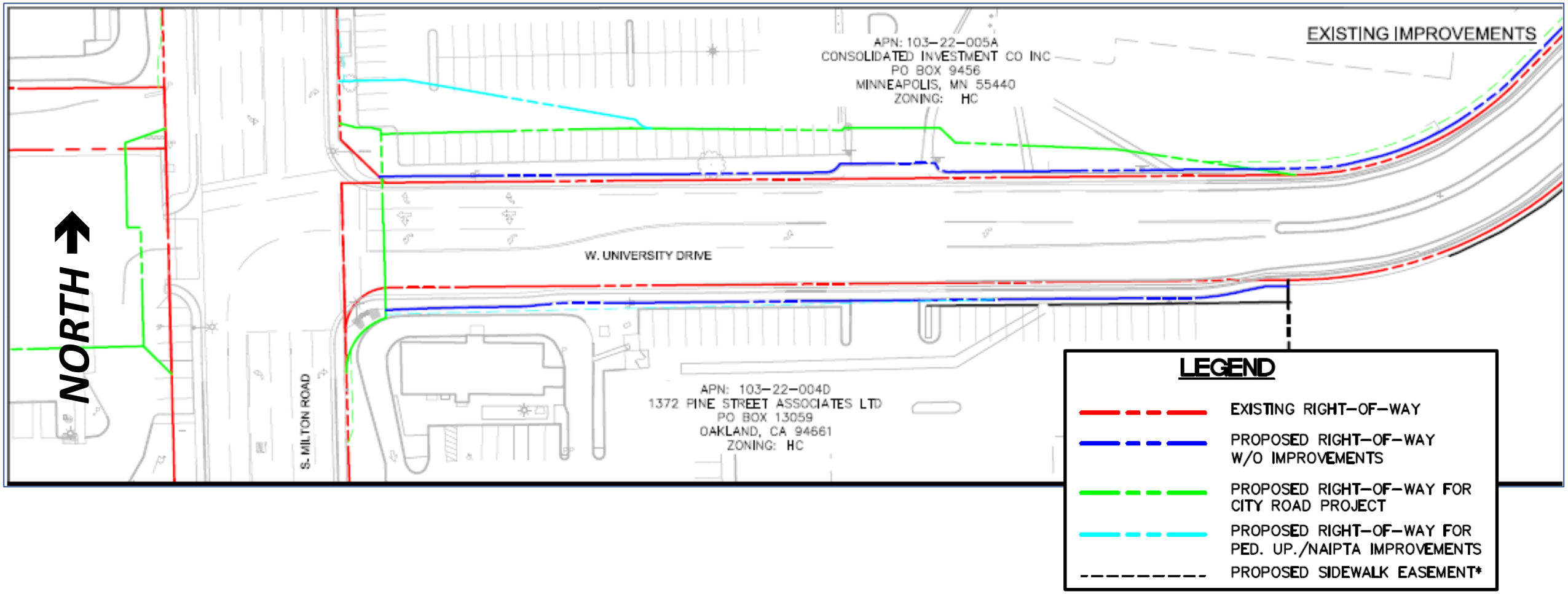
NOTES:
* SIDEWALK EASEMENTS ARE COLORED TO REPRESENT THE ENTITY RESPONSIBLE FOR PAYMENT (AS SHOWN BY ROW COLORS).



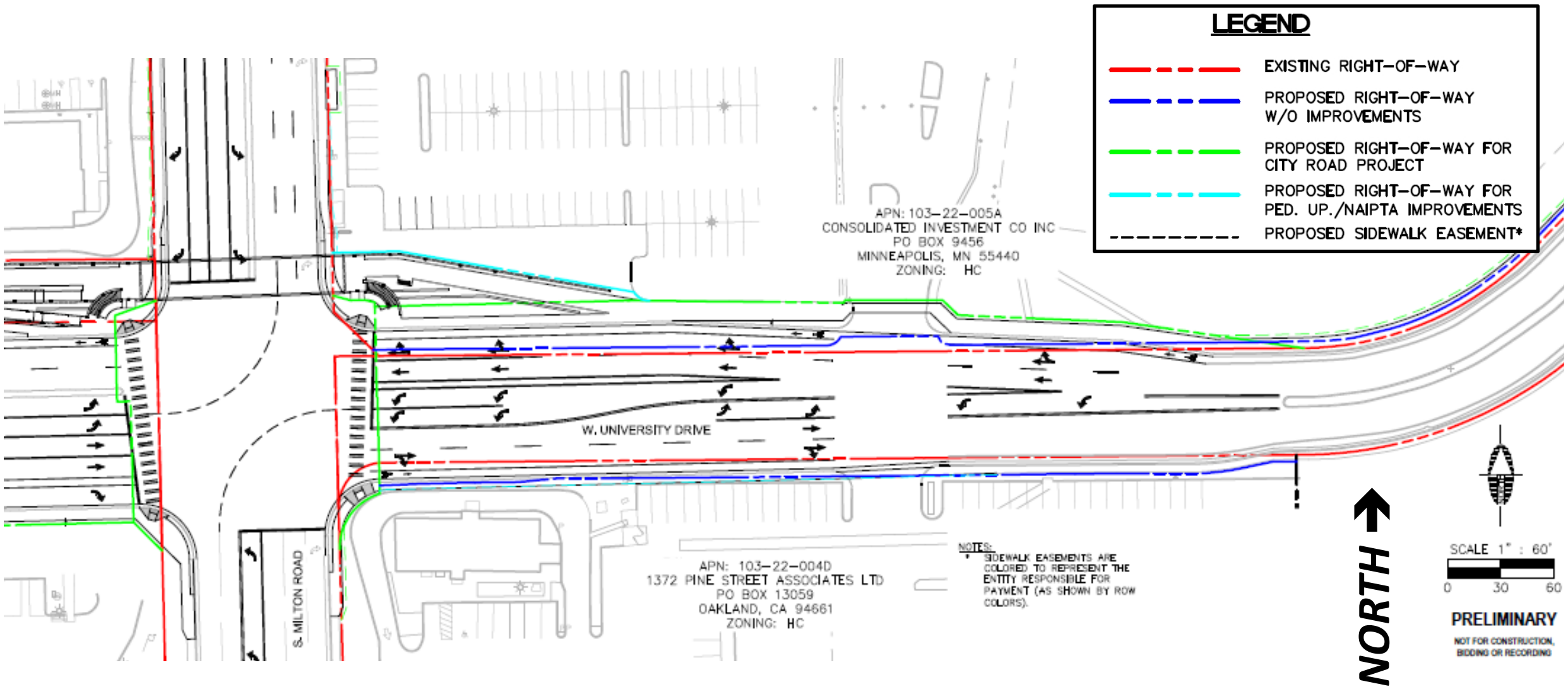
APN	Property Interest to be Acquired
103-32-008A	Right-of-Way
103-32-008A	Slope Easement
103-32-002B	Sidewalk Easement
103-32-001	Right-of-Way
103-32-001	Temporary Construction Easement
103-32-001	Public Utility Easement
112-24-016	Drainage Easement
112-24-016	Right-of-Way
112-24-019	Temporary Construction Easement
103-21-026	Slope Easement
103-21-026 North	Slope Easement
103-21-026	Drainage Easement
103-21-026	Temporary Construction Easement
103-21-024	Temporary Construction Easement
103-21-024	Slope Easement
103-20-059D	Right-of-Way
103-20-059D	Temporary Construction Easement
103-20-059D	Slope Easement
103-21-025	Public Utility Easement
103-21-025	Temporary Construction Easement
103-21-025	Right-of-Way
103-21-027	Temporary Construction Easement
103-21-021C	Temporary Construction Easement
103-21-003	Temporary Construction Easement
103-21-004	Temporary Construction Easement
103-21-005	Temporary Construction Easement
103-22-004D	Right-of-Way
103-22-004D	Temporary Construction Easement
103-22-005A	Right-of-Way
103-22-005A	Right-of-Way (ped underpass)
103-22-005A	Public Utility Easement
103-22-005A	Sidewalk Easement
103-22-005A	Bus Stop Milton
103-22-005A	Sidewalk Easement University
103-22-005A	Temporary Construction Easement
103-21-021B	Sidewalk Easement
103-21-021B	Temporary Construction Easement
103-21-021B	Public Utility Easement
N/A	Right-of-Way
103-22-003A	Right-of-Way
N/A	Right-of-Way
N/A	Right-of-Way
103-22-003A	Drainage Easement
103-22-005A	Drainage Easement
103-22-002A	Drainage Easement
112-24-019	Sidewalk Easement
103-22-004D	Public Utility Easement (Light Poles)
103-32-001	Drainage Easement
103-19-001B	Drainage Easement
103-20-059D	Public Utility Easement
103-21-025	Public Utility Easement
103-21-025	Public Utility Easement
103-21-024	Public Utility Easement
103-32-008A	Public Utility Easement
103-32-008A	Public Utility Easement
103-21-021B	Public Utility Easement
103-21-006	Temporary Construction Easement
103-20-005	Temporary Construction Easement
103-20-006	Temporary Construction Easement
103-20-007	Temporary Construction Easement
103-20-008	Temporary Construction Easement
103-20-009	Temporary Construction Easement
103-20-010	Temporary Construction Easement
103-20-011	Temporary Construction Easement
103-20-012	Temporary Construction Easement

Current Parcel Acquisitions

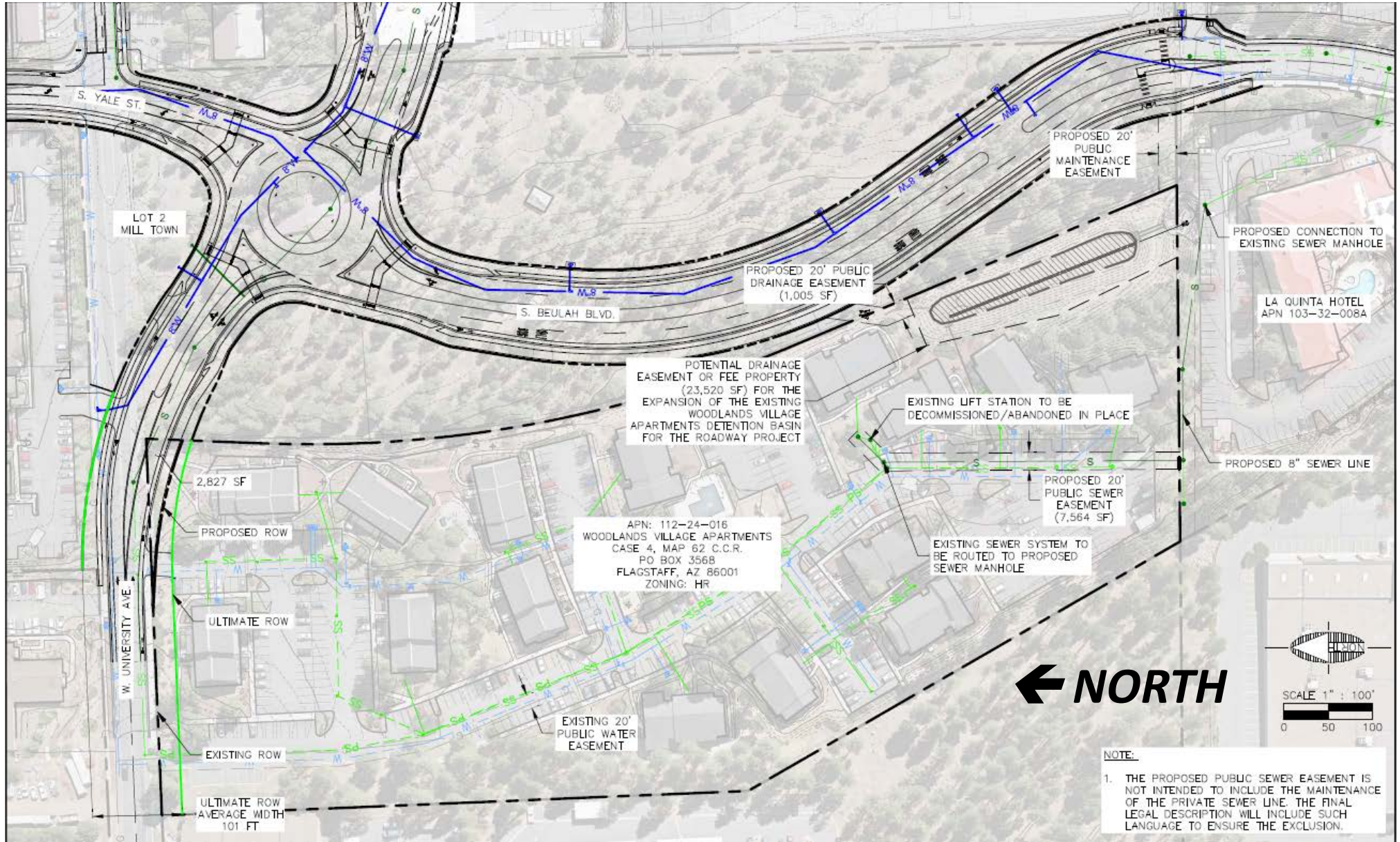
University Drive Design



University Drive Design



Beulah Blvd. Design



Questions and Discussion?

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE FLAGSTAFF CITY COUNCIL AUTHORIZING THE ACQUISITION OF REAL PROPERTY INTERESTS FOR THE MILTON ROAD AND UNIVERSITY AVENUE RIGHT-OF-WAY PROJECT; PROVIDING FOR DELEGATION OF AUTHORITY, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to Article I, Section 3 of the Flagstaff City Charter, the City has the power and authority to acquire real property as well as easements running over and across real property; and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, acquisition of real property is to be approved by ordinance; and

WHEREAS, on October 19, 2021, the City Council adopted Ordinance No. 2021-18 authorizing the acquisition of real property interests for the Beulah/University Roadway Project (now known as the Milton Road and University Avenue Right-of-Way Project) ("the Project"); and

WHEREAS, the City has determined it is appropriate to adopt a new ordinance authorizing the acquisition of real property interests for the Project, to conform with updates to the construction plans and legal descriptions for the real property interests to be acquired; and

WHEREAS, the Project calls for the following improvements: new roadway construction, including a roundabout – with significant grading work, pedestrian underpass under Milton Road/Highway 89, replacing existing water and sewer mains, water and sewer services, stormwater improvements, and edge improvements (including but not limited to curb and gutter, sidewalk) for the entire Project limits.

ENACTMENTS:

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the acquisition of the real property and easements located in the City of Flagstaff, Coconino County as listed in the chart attached hereto as Exhibit 1, and legally described in Exhibit 2 and/or as may be adjusted with approval of the City Engineer to conform with the final plans for the Project ("the Property Interests"). The Property Interests may be acquired through purchase, exchange, gift, donation, dedication, or condemnation for a public use.

SECTION 2. Delegation of Authority.

The Mayor, City Manager, City Attorney, City Clerk, City Engineer, Finance Director, Community Development Director, Real Estate Manager, or their delegates or agents, are hereby authorized and directed to take all steps and execute all documents necessary to acquire the Property Interests and to carry out the purpose and intent of this ordinance.

The City Manager is hereby authorized enter into purchase contracts for acquisition of Property Interests of up to $50,000 without further Council action. Any purchase contract for a price of $50,000 or greater is subject to City Council approval.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed.

Ordinance No. 2021-18 is repealed.

SECTION 4. Severability.

That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the City Code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections

The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this ordinance, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Flagstaff City Code.

SECTION 6. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 6th day of December 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachments:
Exhibit 1 Chart
Exhibit 2 Legal descriptions for property interests to be acquired, including maps

Exhibit 1
Chart

Project #	APN	Legal Description	Owner Parcel Address/Owner Address Mailing Address	Property Interest to be Acquired	Square Footage of Property Interest to be Acquired
BU-01	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Right-of-Way	2,730
BU-02	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Slope Easement	581
BU-04	103-32-002B	See attached legal description	Hsuan Partnership 360 W. Forest Meadows St. Flagstaff, AZ 86001	Sidewalk Easement	240
BU-06	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Right-of-Way	1,930
BU-07	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Temporary Construction Easement	844

Exhibit 1
Chart

BU-08	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Public Utility Easement	148
BU-09	112-24-016	See attached legal description	Woodland Village Apartments 813 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Drainage Easement	558
BU-10	112-24-016	See attached legal description	Woodland Village Apartments 813 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Right-of-Way	11,1178
BU-11	112-24-019	See attached legal description	Haven Flagstaff Real Estate LLC 800 W. University Ave. Flagstaff, AZ 86001 1 Whitecliff Laguna Niguel, CA 92677	Temporary Construction Easement	362

Exhibit 1
Chart

BU-12	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	7,902
BU-13	103-21-026 NORTH	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	456
BU-14	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Drainage Easement	492
BU-15	103-21-026	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-025 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	4,236

Exhibit 1
Chart

BU-18	103-21-024	See attached legal description	VP CINEMA LLC 1801 S. Milton Rd. Flagstaff, AZ 86001 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	44,335
BU-19	103-21-024	See attached legal description	VP CINEMA LLC 1801 S. Milton Rd. Flagstaff, AZ 86001 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Slope Easement	1,885
BU-22	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Right-of-Way	3,792
BU-23	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Temporary Construction Easement	4,604

Exhibit 1
Chart

BU-24	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Slope Easement	272
BU-25	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	2,293
BU-26	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	5,124
BU-28	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Right-of-Way	16,341

Exhibit 1
Chart

BU-29	103-21-027	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-027 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Temporary Construction Easement	3,914
BU-31	103-21-021C	See attached legal description	Westside Property LLC 575 W. University Ave. Flagstaff, AZ 86001 43551 Mission Blvd. No. 111 Freemont, CA 94539	Temporary Construction Easement	2,618
BU-33	103-21-003	See attached legal description	MGS University LLC 600 W. University Ave. Flagstaff, AZ 86001 7117 E. Rancho Vista Dr. No. 6003 Scottsdale, AZ 85251	Temporary Construction Easement	1,060
BU-34	103-21-004	See attached legal description	Elden Properties LLC 1618 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	236

Exhibit 1
Chart

BU-35	103-21-005	See attached legal description	Daniel & Diane Borden 1612 S. Yale St. Flagstaff, AZ 86001 8767 Sunshine Ave. Flagstaff, AZ 86004	Temporary Construction Easement	215
BU-36	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001 6266 La Salle Ave. Oakland, CA 94611	Right-of-Way	494
BU-37	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001 6266 La Salle Ave. Oakland, CA 94611	Temporary Construction Easement	72
BU-38	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Right-of-Way	11,905

Exhibit 1
Chart

BU-39	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Right-of-Way (ped underpass)	3,417
BU-40	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Public Utility Easement	6,885
BU-41	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Sidewalk Easement	696
BU-42	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Bus Stop Milton	377

Exhibit 1
Chart

BU-43	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Sidewalk Easement University	3,784
BU-44	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Temporary Construction Easement	21,203
BU-45	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Sidewalk Easement	1,805
BU-46	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Temporary Construction Easement	9,732

Exhibit 1
Chart

BU-47	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Public Utility Easement	134
BU-48	No APN - ROW	See attached legal description	City of Flagstaff ROW from COF to ADOT Milton West 211 W. Aspen Ave. Flagstaff, AZ 86001	Right-of-Way	2,927
BU-49	103-22-003A	See attached legal description	Arizona Board of Regents for Northern Arizona University University Drive Flagstaff, AZ 86001 PO Box 4092 Flagstaff, AZ 86011	Right-of-Way	1,547
BU-50	N/A	See attached legal description	Right-of-Way from 103-22-005A Target to ADOT Milton East	Right-of-Way	431

Exhibit 1
Chart

BU-51	N/A	See attached legal description	City of Flagstaff ROW COF to 103-20-059D University Square Apt. 211 W. Aspen Ave. Flagstaff, AZ 86001	Right-of-Way	1,007
BU-52	103-22-003A	See attached legal description	Arizona Board of Regents for Northern Arizona University University Drive Flagstaff, AZ 86001 PO Box 4092 Flagstaff, AZ 86011	Drainage Easement	27,007
BU-53	103-22-005A	See attached legal description	Consolidated Investment Co. Inc. 1650 S. Milton Rd. Flagstaff, AZ 86001 PO Box 9456, Minneapolis, MN 55440	Drainage Easement	148
BU-54	103-22-002A	See attached legal description	Diocese of Phoenix Catholic Cemeteries & Mortuaries 201 W. University Dr. Flagstaff, AZ 86001 2033 N. 48th St. Phoenix, AZ 85008	Drainage Easement	138

Exhibit 1
Chart

BU-55	112-24-019	See attached legal description	Haven Flagstaff Real Estate LLC 800 W. University Ave. Flagstaff, AZ 86001 1 Whitecliff Laguna Niguel, CA 92677	Sidewalk Easement	138
BU-56	103-22-004D	See attached legal description	Greentree Associates LTD 1800 S. Milton Rd. Flagstaff, AZ 86001 6266 La Salle Ave. Oakland, CA 94611	Public Utility Easement (Light Poles)	382
BU-57	103-32-001	See attached legal description	SHREEJI Flagstaff LLC 2005 S. Milton Rd. Flagstaff, AZ 86001	Drainage Easement	541
BU-59	103-19-001B	See attached legal description	Arizona Board of Regents for Northern Arizona University 1115 Knoles Dr. Flagstaff, AZ 86001 PO Box 4092 Flagstaff, AZ 86011	Drainage Easement	881

Exhibit 1
Chart

BU-60	103-20-059D	See attached legal description	University Square Apartments 700 W. University Ave. Flagstaff, AZ 86001 PO Box 3568 Flagstaff, AZ 86003	Public Utility Easement	217
BU-61	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	357
BU-62	103-21-025	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	30
BU-63	103-21-024	See attached legal description	VP CINEMA LLC Adjacent to parcel 103-21-026 W. University Ave. 2502 E. Camelback Rd. No. 214 Phoenix, AZ 85016	Public Utility Easement	18

Exhibit 1
Chart

BU-64	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Public Utility Easement	144
BU-65	103-32-008A	See attached legal description	Cavalier Arizona LP 2015 S. Beulah Blvd. Flagstaff, AZ 86001 545 E. John Carpenter FRWY Irving, TX 75062	Public Utility Easement	142
BU-66	103-21-021B	See attached legal description	Burger King Corporation 1765 1651 S. Milton Rd. Flagstaff, AZ 86001 PO Box 460189 Houston, TX 77056	Public Utility Easement	60
BU-67	103-21-006	See attached legal description	Elden Properties LLC 1606 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	50

Exhibit 1
Chart

BU-68	103-20-005	See attached legal description	Elden Properties LLC 1600 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	78
BU-69	103-20-006	See attached legal description	Elden Properties LLC 1530 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	144
BU-70	103-20-007	See attached legal description	Elden Properties LLC 1524 S. Yale St. Flagstaff, AZ 86001 PO Box 3374 Flagstaff, AZ 86003	Temporary Construction Easement	156
BU-71	103-20-008	See attached legal description	Bleeker Investments LLC 1518 S. Yale St. Flagstaff, AZ 86001 5400 E. Empire Ave. Flagstaff, AZ 86004	Temporary Construction Easement	184

Exhibit 1
Chart

BU-72	103-20-009	See attached legal description	Adrian & Laura Parra-Atayde 1512 S. Yale St. Flagstaff, AZ 86001 1845 W. Shellie Dr. Flagstaff, AZ 86001	Temporary Construction Easement	180
BU-73	103-20-010	See attached legal description	JAMB Properties of Northern Arizona LLC 1506 S. Yale St. Flagstaff, AZ 86001 3191 E. Cold Springs Trail Flagstaff, AZ 86004	Temporary Construction Easement	227
BU-74	103-20-011	See attached legal description	Adrian & Laura Parra-Atayde 1500 S. Yale St. Flagstaff, AZ 86001 1845 W. Shellie Dr. Flagstaff, AZ 86001	Temporary Construction Easement	32
BU-75	103-20-012	See attached legal description	Ronald & Christal A Stump 1426 S. Yale St. Flagstaff, AZ 86001 7609 Whitewood Way Flagstaff, AZ 86001	Temporary Construction Easement	16

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/30/2022

A portion of Lot 8 and Lot 9 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Lot 9, from which the northwest corner of said Lot 9 bears South 89°26'37" West, 500.30 feet (Basis of Bearing, South 89°18'19" West, 496.39 feet per R1) and the **POINT OF BEGINNING;**

Thence along the north line of said Lot 9, South 89°26'37" West, 24.29 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 33.00 feet and a central angle of 26°29'03" and being subtended by a chord which bears South 17°13'20" East;

Thence southerly along said curve 15.25 feet to the beginning of a tangent curve concave to the southwest having a radius of 18.00 feet and a central angle of 25°52'22";

Thence southerly along said curve, 8.13 feet;

Thence South 04°35'29" East, 167.39 feet to the beginning of a tangent curve concave to the west having a radius of 18.00 feet and a central angle of 15°28'53";

Thence southerly along said curve, 4.86 feet;

Thence South 10°53'24" West, 24.57 feet;

Thence South 78°04'54" East, 2.90 feet to a point on the westerly Right-of-Way line of South Beulah Boulevard as shown on R1, and to the beginning of a non-tangent curve concave to the west having a radius of 472.00 feet and a central angle of 13°33'58" and being subtended by a chord which bears North 04°55'01" East 111.50 feet;

Thence northerly along said Right-of-Way line and along said curve, 111.76 feet;

Thence continuing along said Right-of-Way, North 01°51'52" West, 107.75 feet to the **POINT OF BEGINNING;**

Containing 2,730 square feet, or 0.063 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

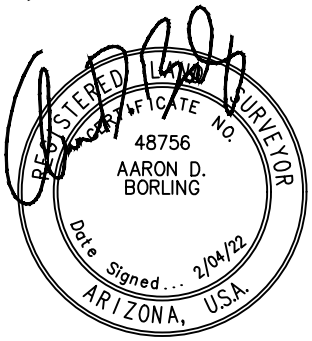
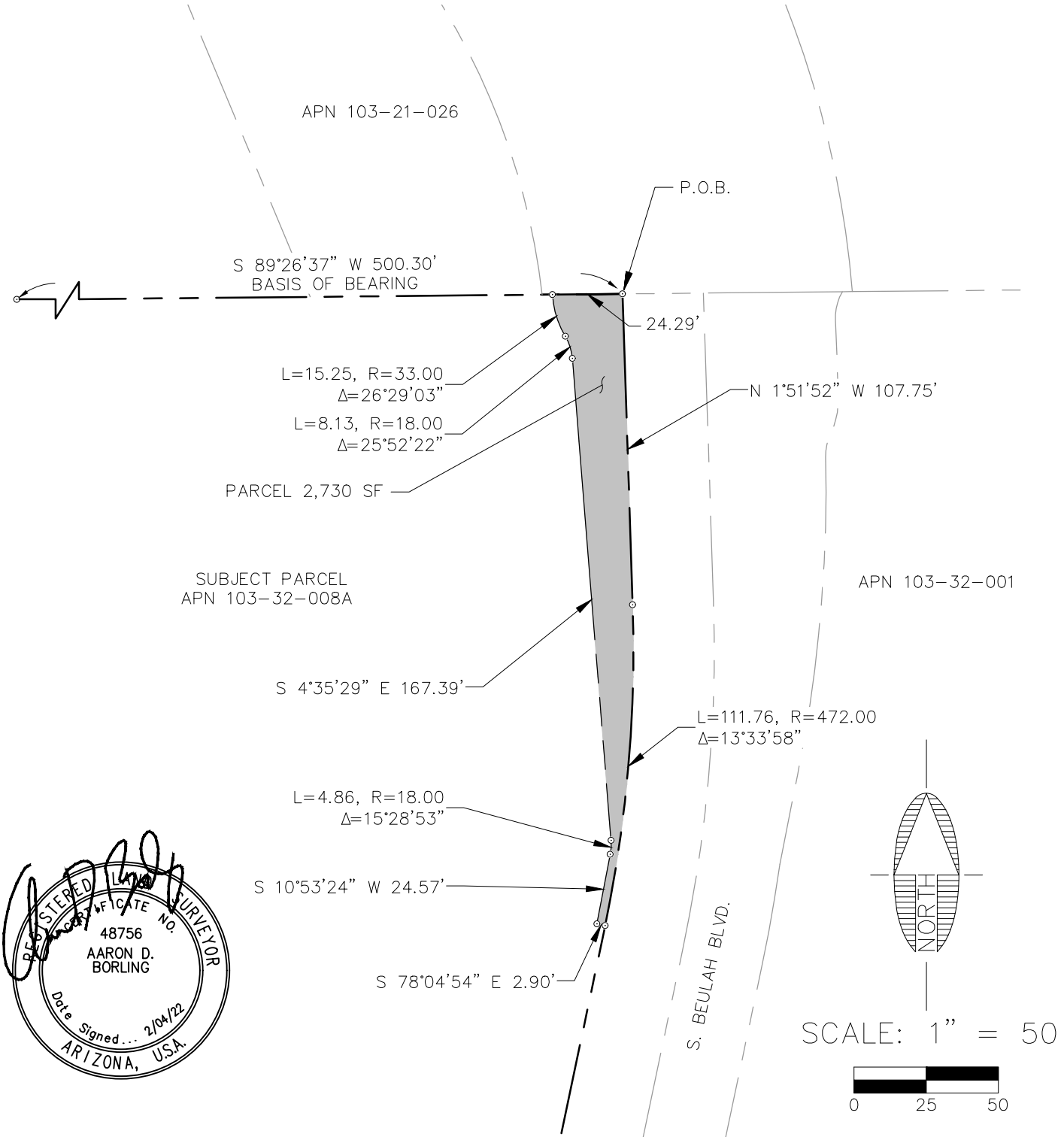


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-4:04pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-01 103-32-008A_LQ_ROW EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/30/2021

A portion of Lot 9 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Lot 9, from which the northwest corner of said Lot 9 bears South 89°26'37" West, 500.30 feet (Basis of Bearing, South 89°18'19" West, 496.39 feet per R1);

Thence along the north line of said Lot 9, South 89°26'37" West, 24.29 feet to the **POINT OF BEGINNING;**

Thence continuing along said north line, South 89°26'37" West, 8.23 feet;

Thence leaving said north line, South 01°43'36" East, 7.67 feet;

Thence South 35°30'19" East, 13.00 feet;

Thence South 14°47'52" East, 13.93 feet;

Thence South 05°57'22" East, 107.49 feet;

Thence North 85°18'12" East, 2.00 feet;

Thence North 04°35'29" West, 116.79 feet to the beginning of a tangent curve concave to the southwest, having a radius of 18.00 feet and a central angle of 25°52'22";

Thence northerly along said curve, 8.13 feet to the beginning of a tangent curve concave to the northeast, having a radius of 33.00 feet and a central angle of 26°29'03";

Thence northerly along said curve, 15.25 feet to the **POINT OF BEGINNING;**

Containing 581 square feet, or 0.013 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

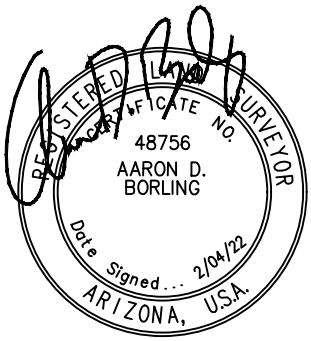
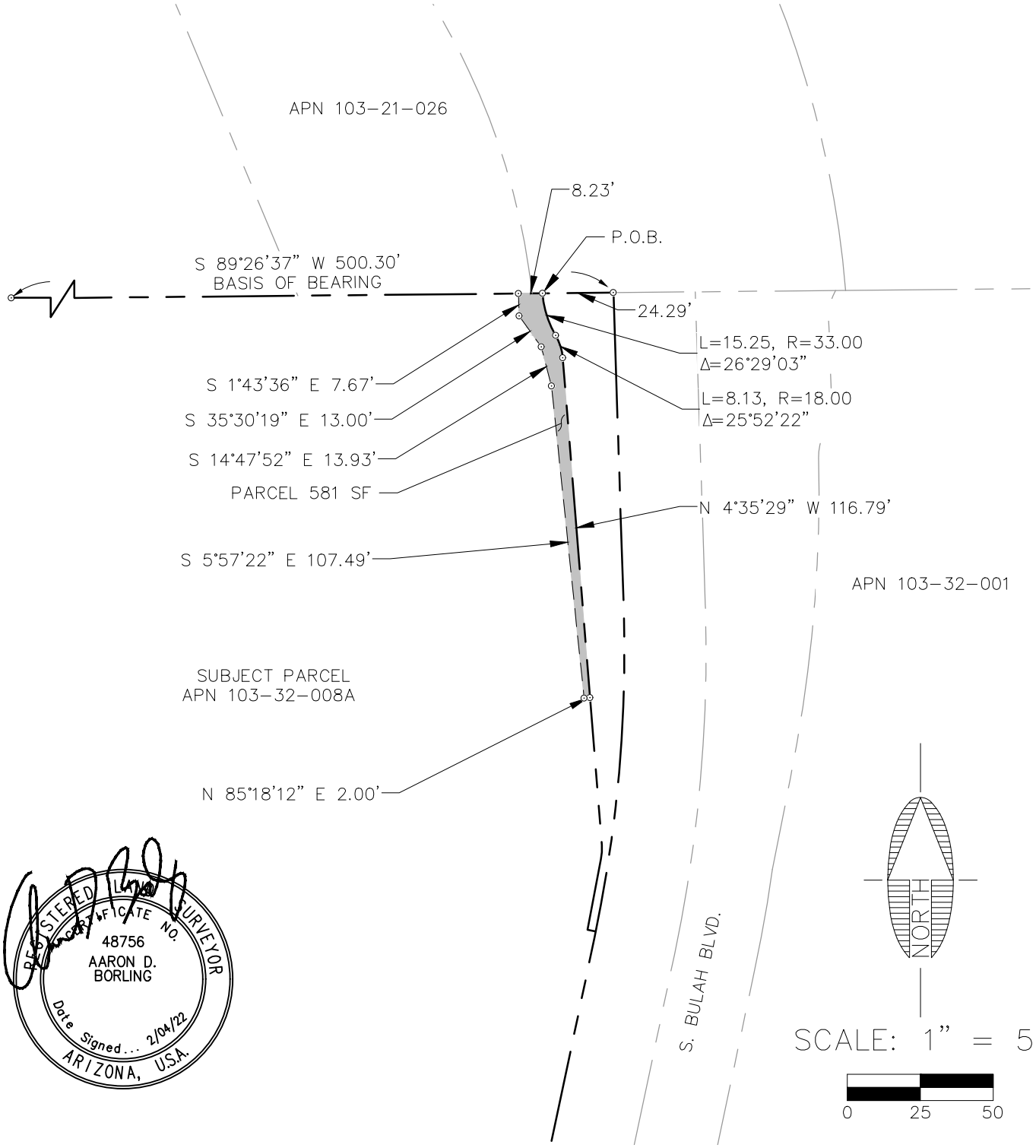


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-02 103-32-008A_LQ PROPERTIES LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Feb 03, 2022-4:28pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of that parcel of land as described in Docket 1598, Page 663, said parcel being a portion of Lot 2 as shown on Book 12 of Surveys, Page 76, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 2, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard, from which the northeast corner of said Lot 2 bears North 88°29'35" East, 412.26 feet (Basis of Bearing, North 88°29'35" East, 413.91 feet per R1);

Thence along said Right-of-Way line, South 11°55'06" West, 38.37 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 11°55'06" West, 23.26 feet to the beginning of a tangent curve concave to the southeast having a radius of 472.00 feet and a central angle of 02°36'00";

Thence continuing along said Right-of-Way line, and southerly along said curve, 21.42 feet;

Thence leaving said Right-of-Way line, South 80°27'46" East, 5.40 feet;

Thence North 10°58'27" East, 44.45 feet;

Thence North 78°04'54" West, 5.08 feet to the **POINT OF BEGINNING;**

Containing 240 square feet, or 0.006 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

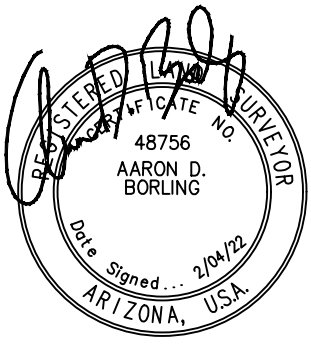
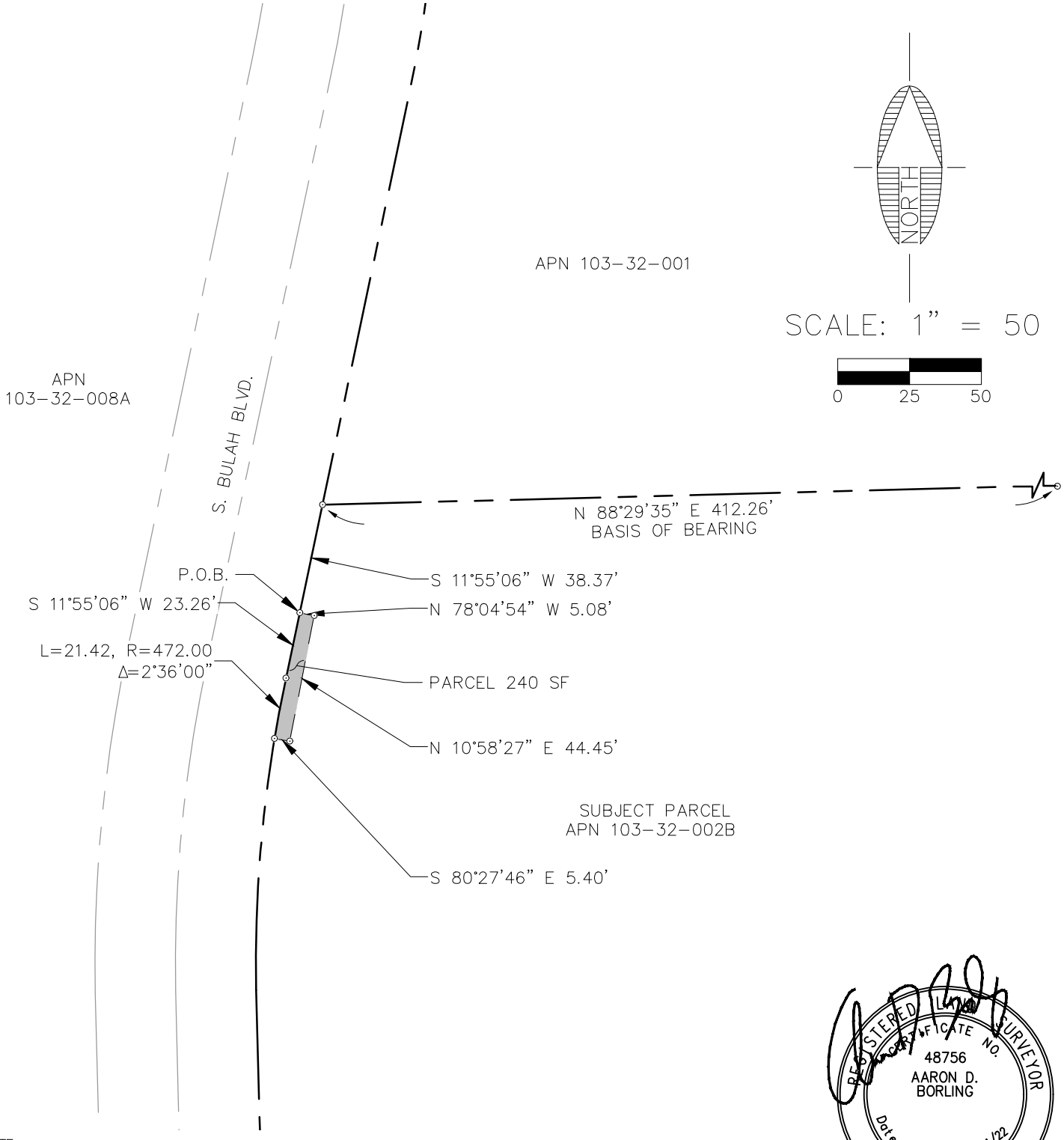


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-4:46pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-04 103-32-002B_HSUAN_SIDEWALK EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1) and the **POINT OF BEGINNING;**

Thence along said Right-of-Way line, South 01°51'52" East, 106.47 feet to the beginning of a tangent curve concave to the northwest having a radius of 528.00 feet and a central angle of 9°58'08";

Thence continuing along said Right-of-Way line, and southerly along said curve, 91.87 feet;

Thence leaving said Right-of-Way line, North 11°10'34" East, 31.69 feet to the beginning of a tangent curve concave to the northwest having a radius of 502.50 feet and a central angle of 12°36'29";

Thence northerly along said curve, 110.58 feet to the beginning of a tangent curve concave to the southeast having a radius of 18.00 feet and a central angle of 26°44'07";

Thence northerly along said curve 8.40 feet to the beginning of a tangent curve concave to the northwest having a radius of 27.00 feet and a central angle of 27°20'56";

Thence northerly along said curve, 12.89 feet;

Thence North 02°03'31" West, 26.60 feet to the beginning of a tangent curve concave to the east having a radius of 18.00 feet and a central angle of 33°09'25";

Thence northerly along said curve, 10.42 feet to a point on the north line of said Lot 1;

Thence along said north line, South 89°26'37" West, 20.10 feet to the **POINT OF BEGINNING;**

Containing 1,930 square feet, or 0.044 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

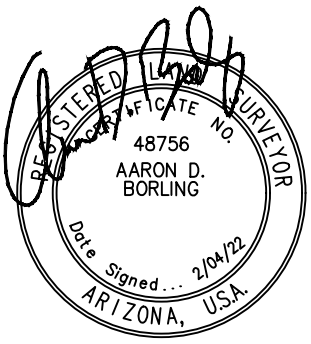
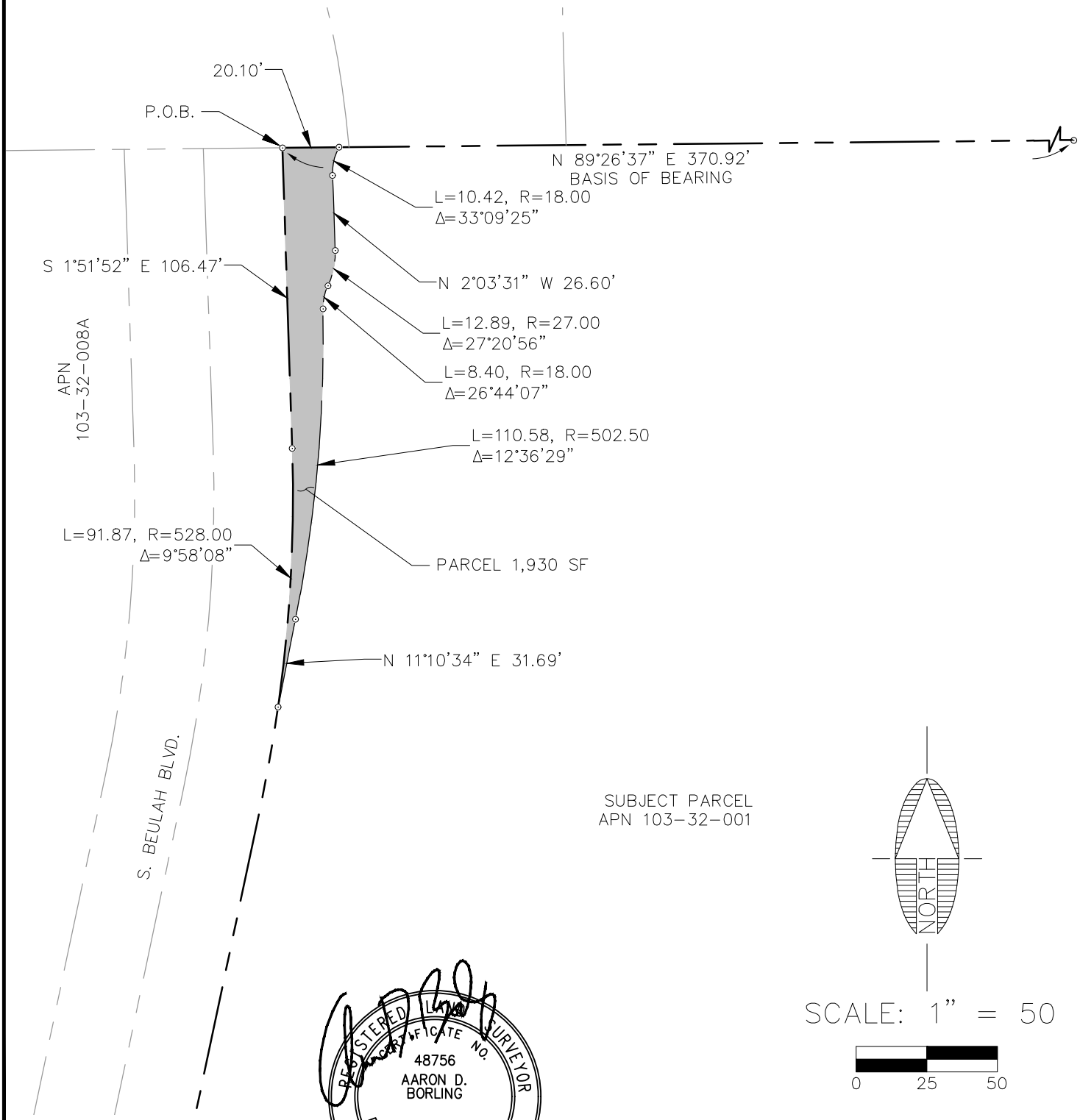


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
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Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-5:07pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-06 103-32-001_FLAGSTAFF HOTEL_ROW EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1);

Thence along the north line of said Lot 1, North 89°26'37" East, 20.10 feet to the beginning of a non-tangent curve concave to the southeast, having a radius of 18.00 feet and being subtended by a chord which bears South 13°18'16" West, 10.28 feet and the **POINT OF BEGINNING;**

Thence southerly along said curve, 10.35 feet through a central angle of 32°57'16";

Thence South 02°03'31" East, 26.60 feet to the beginning of a tangent curve concave to the northwest having a radius of 27.00 feet and a central angle of 27°20'56";

Thence southerly along said curve, 12.89 feet to the beginning of a tangent curve concave to the southeast having a radius of 18.00 feet and a central angle of 26°44'07";

Thence southerly along said curve, 8.40 feet to the beginning of a tangent curve concave to the west having a radius of 502.50 feet and a central angle of 09°36'51";

Thence southerly along said curve, 84.32 feet;

Thence South 81°38'11" East, 3.55 feet;

Thence North 11°18'48" East, 55.66 feet;

Thence North 01°51'52" West, 84.71 feet;

Thence North 89°18'08" East, 11.95 feet;

Thence North 59°54'08" East, 5.11 feet to a point on the north line of said Lot 1;

Thence along said north line, South 89°26'37" West, 17.04 feet to the **POINT OF BEGINNING;**

Containing 848 square feet, or 0.019 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

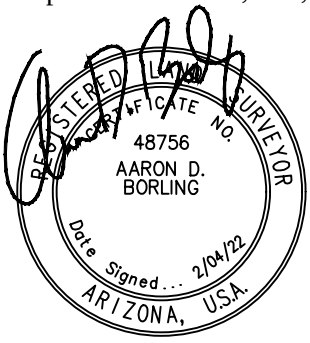
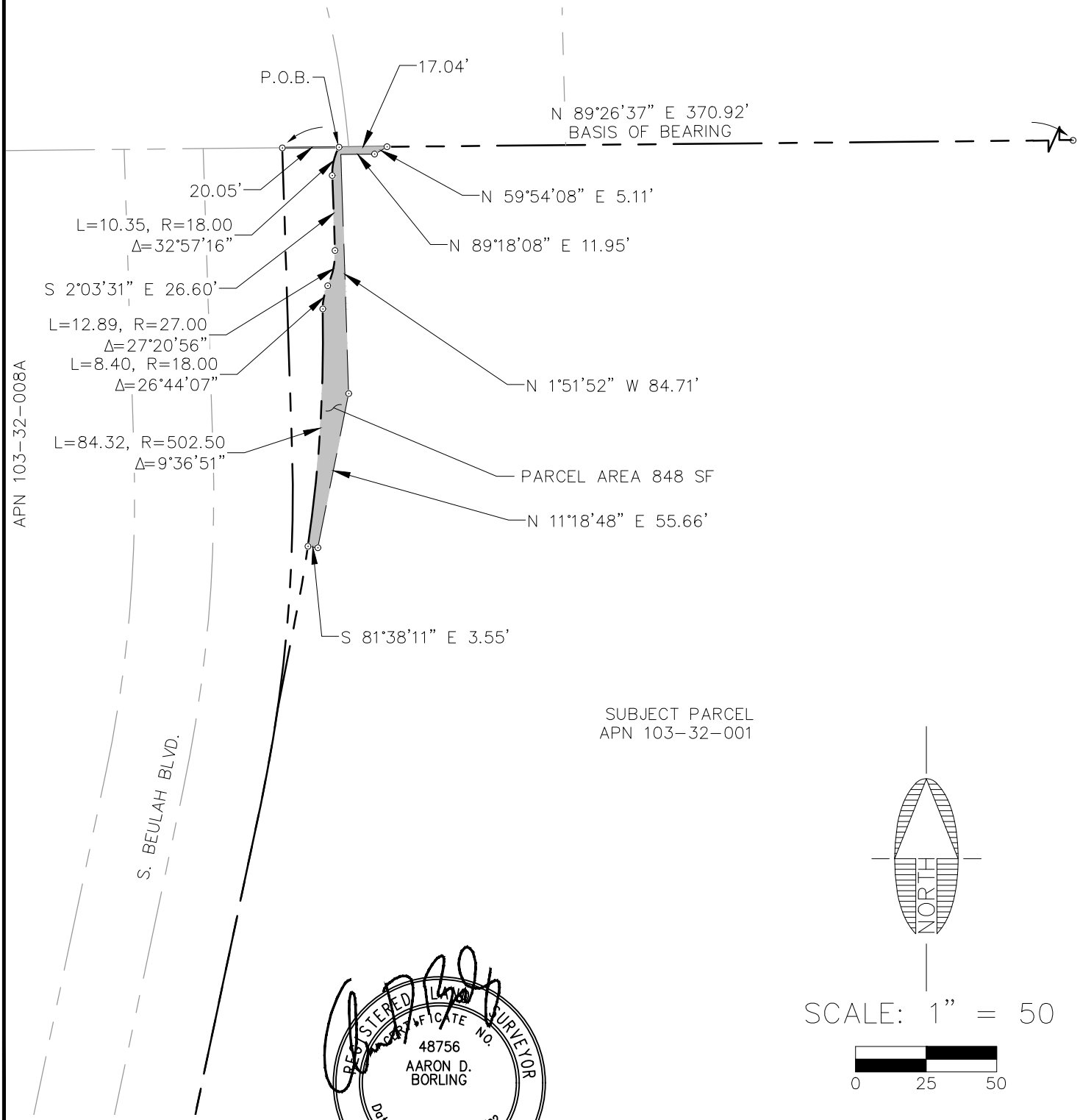


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-5:36pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-07 103-32-001_FLAGSTAFF HOTEL_TCE EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/27/2022

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1);

Thence along the north line of said Lot 1, North 89°26'37" East, 20.10 feet to the beginning of a non-tangent curve concave to the east having a radius of 18.00 feet and being subtended by a chord which bears South 25°21'51" West, 2.83 feet;

Thence southerly along said curve, 2.83 feet through a central angle of 09°00'57" to the beginning of a tangent curve concave to the east having a radius of 18.00 feet and being subtended by a chord which bears South 08°53'52" West 7.46 feet and the **POINT OF BEGINNING;**

Thence southerly along said curve, 7.58 feet through a central angle of 24°08'29";

Thence South 02°03'31" East, 2.58 feet;

Thence North 89°18'08" East, 15.02 feet;

Thence North 00°41'52" West, 10.00 feet;

Thence South 89°18'08" West, 13.84 feet to the **POINT OF BEGINNING;**

Containing 148 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

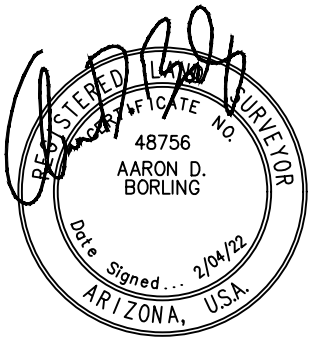
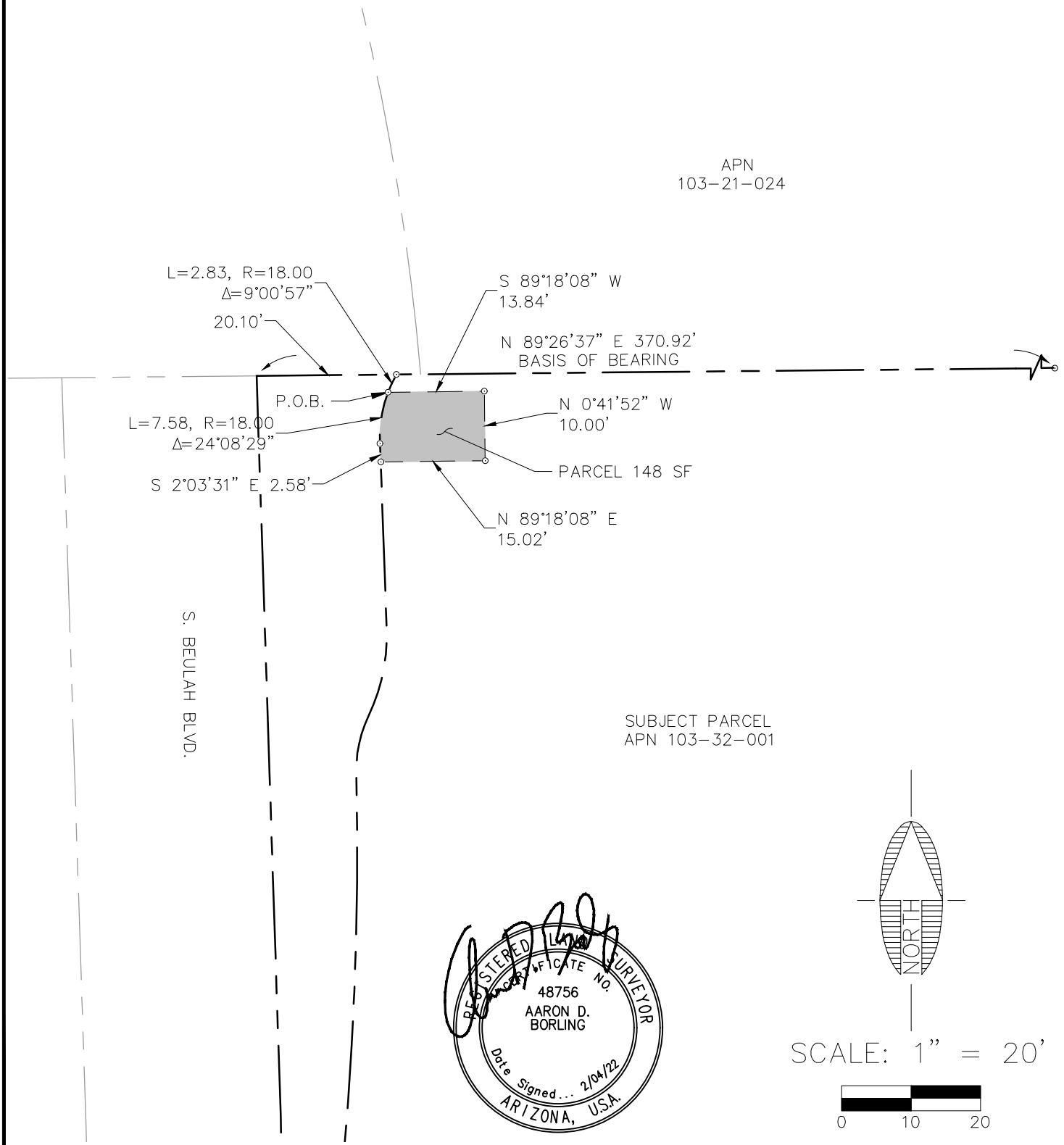


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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SWI
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928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 03, 2022-5:58pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-08 103-32-001_PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/22/2021

A portion of Tract 'B' as shown on Case 4, Map 62, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at found aluminum cap marked 'RLS 48756' the northeast corner of said parcel, as shown on Instrument Number 3861259, Official Records of Coconino County, from which a ½" rebar with tag 'RLS 26407' on the easterly line of said parcel bears South 2°14'41" West, 130.99 feet (Basis of Bearing);

Thence along said easterly line, South 2°14'41" West, 51.34 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said easterly line, South 39°36'07" West, 38.08 feet;

Thence North 50°23'53" West, 16.00 feet;

Thence North 39°36'07" East, 31.54 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 427.00 feet and a central angle of 2°19'10" and being subtended by a chord bearing South 72°37'24" East, 17.28 feet;

Thence southeasterly along said curve 17.29 feet to the **TRUE POINT OF BEGINNING.**

Containing 558 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

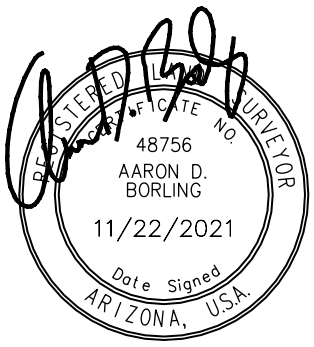
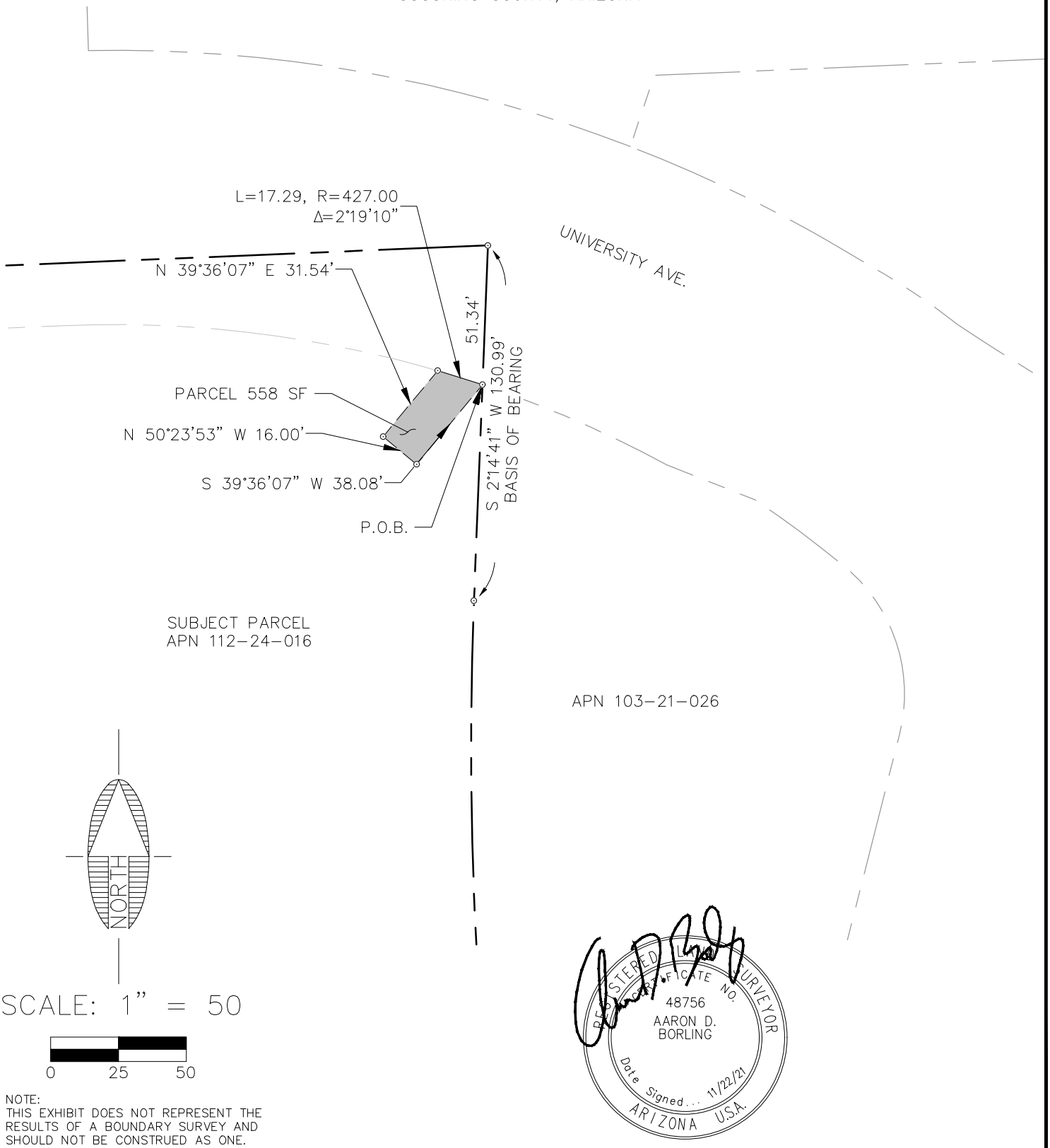


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/22/21
ARIZONA U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\PUE\112-24-016 WOODLANDS VILLAGE APARTMENTS_PUE_NorthEast.DWG SWI-C3D-2021
PLOTTED: Nov 29, 2021-4:56pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of Tract 'B', Woodlands Village Unit One as shown on Case 4, Map 62, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Tract 'B', said point being in common with the northwest corner of Parcel No. 1 as shown on Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), and the south Right-of-Way line of West University Avenue as shown on R1, and the **POINT OF BEGINNING**;

Thence along the north line of said Tract 'B', and said Right-of-Way line, South 87°36'18" West (Basis of Bearing, R1), 424.08 feet to the northwest corner of said Tract 'B';

Thence along the west line of said Tract 'B', South 2°23'43" East, 23.00 feet;

Thence leaving said west line, North 87°36'18" East, 267.38 feet to the beginning of a tangent curve concave to the south, having a radius of 427.00 feet;

Thence easterly along said curve, 155.99 feet through a central angle of 20°55'53" to a point on the east line of said Tract 'B';

Thence along said east line, North 2°14'41" East, 51.35 feet to the **POINT OF BEGINNING**;

Containing 11,178 square feet, or 0.257 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

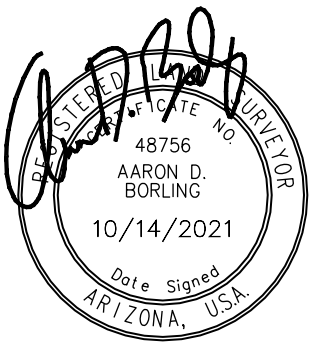
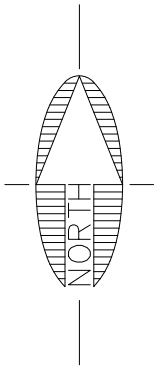


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 100'

0 50 100

APN
103-20-059D

P.O.B.

W. UNIVERSITY AVE.

S 87°36'18" W 424.08'
BASIS OF BEARING

N 87°36'18" E 267.38'

S 2°23'43" E
23.00'

L=155.99, R=427.00
Δ=20°55'53"

PARCEL AREA 11,178 SF

N 2°14'41" E 51.35'

W. UNIVERSITY AVE.

SUBJECT PARCEL
APN 112-24-016
TRACT 'B' WOODLANDS
VILLAGE, UNIT 1

APN 103-21-026

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
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Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\ROW\112-24-016 WOODLANDS VILLAGE APARTMENTS_ROW.dwg SWI-C3D-2021 PLOTTED: Oct 14, 2021-10:40am

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/28/2022

A portion of that parcel of land as described in Instrument Number 3773164 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the north Right-of-Way line of West University Avenue, from which the northeast corner of said parcel bears North 01°29'47" West, 416.11 feet (Basis of Bearing, North 01°32'03" West, 415.82 feet per R1) and the **POINT OF BEGINNING;**

Thence along the east line of said parcel, North 01°29'47" West, 6.31 feet;

Thence leaving said east line, South 87°36'18" West, 57.37 feet;

Thence South 02°23'42" East, 6.31 feet, to a point on the northerly Right-of-Way line of West University Avenue;

Thence along said Right-of-Way line, North 87°36'18" East, 57.27 feet to the **POINT OF BEGINNING;**

Containing 362 square feet, or 0.008 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

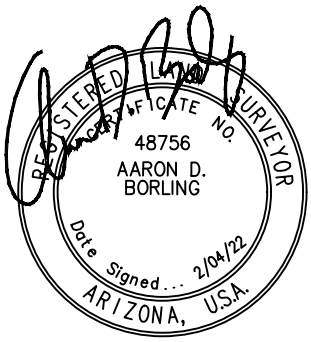
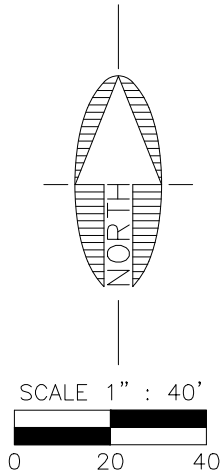
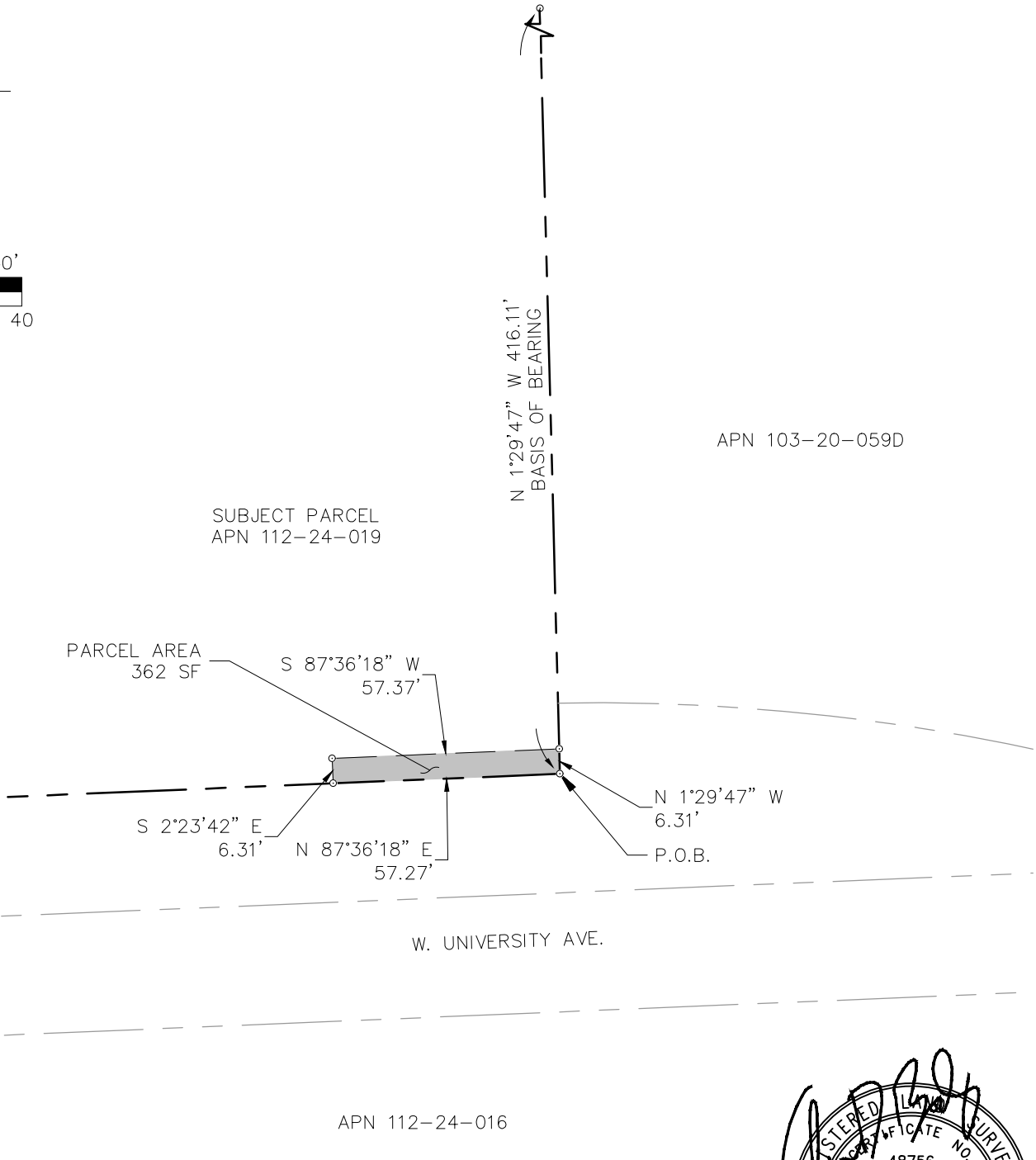


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA





REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-11:14am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-11 112-24-019 HAVEN FLAGSTAFF_TCE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/28/2022

A portion of Tract 'A' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Tract 'A', from which a point on the westerly line of said Tract 'A' bears North 22°42'39" West, 477.16 feet (Basis of Bearing);

Thence along said south line of said Tract 'A', North 89°26'37" East, 75.65 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said south line, North 89°26'37" East, 4.68 feet, to the southeast corner of said Tract 'A', said point being in common with the westerly Right-of Way line of South Beulah Boulevard as shown on R1, and the beginning of a non-tangent curve concave to the southwest having a radius of 245.00 feet and a central angle of 28°55'38" and being subtended by a chord which bears North 21°03'10" West, 122.39 feet;

Thence along said Right-of-Way line, and northerly along said curve, 123.70 feet;

Thence continuing along said Right-of-Way line, North 35°31'00" West, 216.60 feet, to the beginning of a tangent curve concave to northeast having a radius of 605.00 feet and a central angle of 36°29'22";

Thence continuing along said Right-of-Way line, and northerly along said curve, 385.30 feet;

Thence leaving said Right-of-Way line, South 02°34'12" West, 31.97 feet;

Thence South 04°15'28" East, 75.57 feet;

Thence South 10°12'58" East, 33.98 feet;

Thence South 12°31'22" East, 45.10 feet;

Thence South 16°52'55" East, 32.84 feet;

Thence South 19°07'02" East, 94.71 feet;

Thence South 21°31'05" East, 41.68 feet;

Thence South 29°21'44" East, 44.88 feet;

Thence South 34°17'48" East, 35.21 feet;

Thence South 42°41'47" East, 30.89 feet;

Thence South 42°46'33" East, 65.01 feet;

Thence South 36°57'31" East, 102.78 feet;

Thence South 26°04'17" East, 43.66 feet;

Thence South 16°06'48" East, 49.83 feet to the **POINT OF BEGINNING;**

Containing 7,902 square feet, or 0.181 Acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

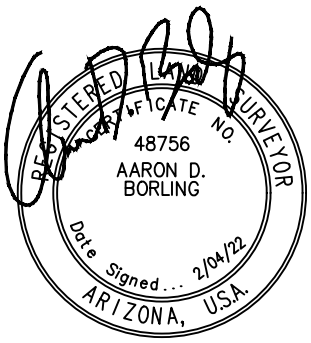
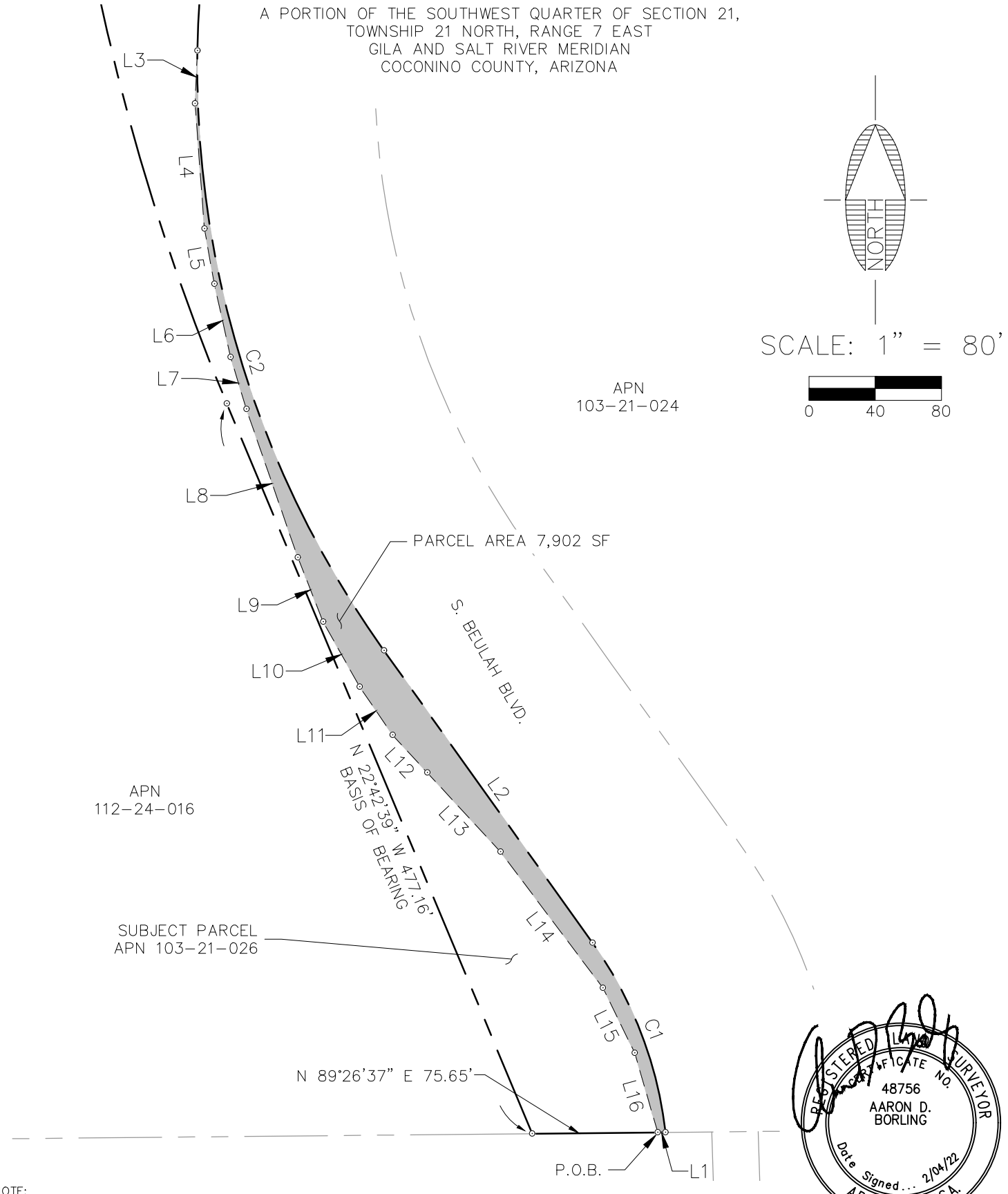


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 4

PLOTTED: Feb 04, 2022-11:23am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-12 103-21-026_VP CINEMA LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021

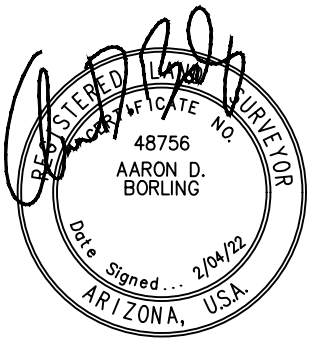
PLOTTED: Feb 04, 2022-11:24am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-12 103-21-026_VP CINEMA LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	4.68	N89°26'37"E
L2	216.60	N35°31'00"W
L3	31.97	S2°34'12"W
L4	75.57	S4°15'28"E
L5	33.98	S10°12'58"E
L6	45.10	S12°31'22"E
L7	32.84	S16°52'55"E
L8	94.71	S19°07'02"E
L9	41.68	S21°31'05"E
L10	44.88	S29°21'44"E
L11	35.21	S34°17'48"E
L12	30.89	S42°41'47"E
L13	65.01	S42°46'33"E
L14	102.78	S36°57'31"E
L15	43.66	S26°04'17"E
L16	49.83	S16°06'48"E

Curve Table			
Curve #	Length	Radius	Delta
C1	123.70	245.00	28°55'38"
C2	385.30	605.00	36°29'22"



NOTE:
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JOB NO.	18121
DATE	FEB 22
SCALE	
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/26/2022

A portion of Tract 'A' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the west line of said Tract 'A', from which a point on the westerly line of the proposed West University Avenue as shown on R1 bears North 02°14'41" East, 131.00 feet (Basis of Bearing, R1);

Thence along said west line, North 02°14'41" East, 79.65 feet, to the northwest corner of said Tract 'A', said point being in common with the southerly Right-of-Way line of West University Avenue as shown on R1, and the beginning of a non-tangent curve concave to the southwest having a radius of 427.00 feet and a central angle of 09°56'19" and being subtended by a chord which bears South 66°29'40" East, 73.98 feet;

Thence along said Right-of-Way line, and southeasterly along said curve, 74.07 feet;

Thence continuing along said Right-of-Way line, South 68°26'36" East, 5.24 feet, to the **POINT OF BEGINNING;**

Thence South 68°26'36" East, 30.04 feet, to the beginning of a non-tangent curve concave to the southwest having a radius of 481.00 feet and a central angle of 04°48'30" and being subtended by a chord which bears South 53°17'52" East, 40.35 feet;

Thence southeasterly along said curve 40.37 feet, to the beginning of a tangent curve concave to the southwest having a radius of 61.00 feet and a central angle of 21°39'26";

Thence southeasterly along said curve, 23.06 feet;

Thence leaving said Right-of-Way line, North 54°55'23" West, 91.70 feet to the **POINT OF BEGINNING;**

Containing 456 square feet, or 0.010 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

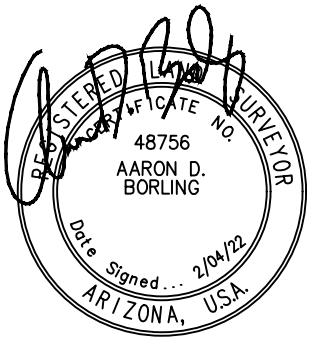
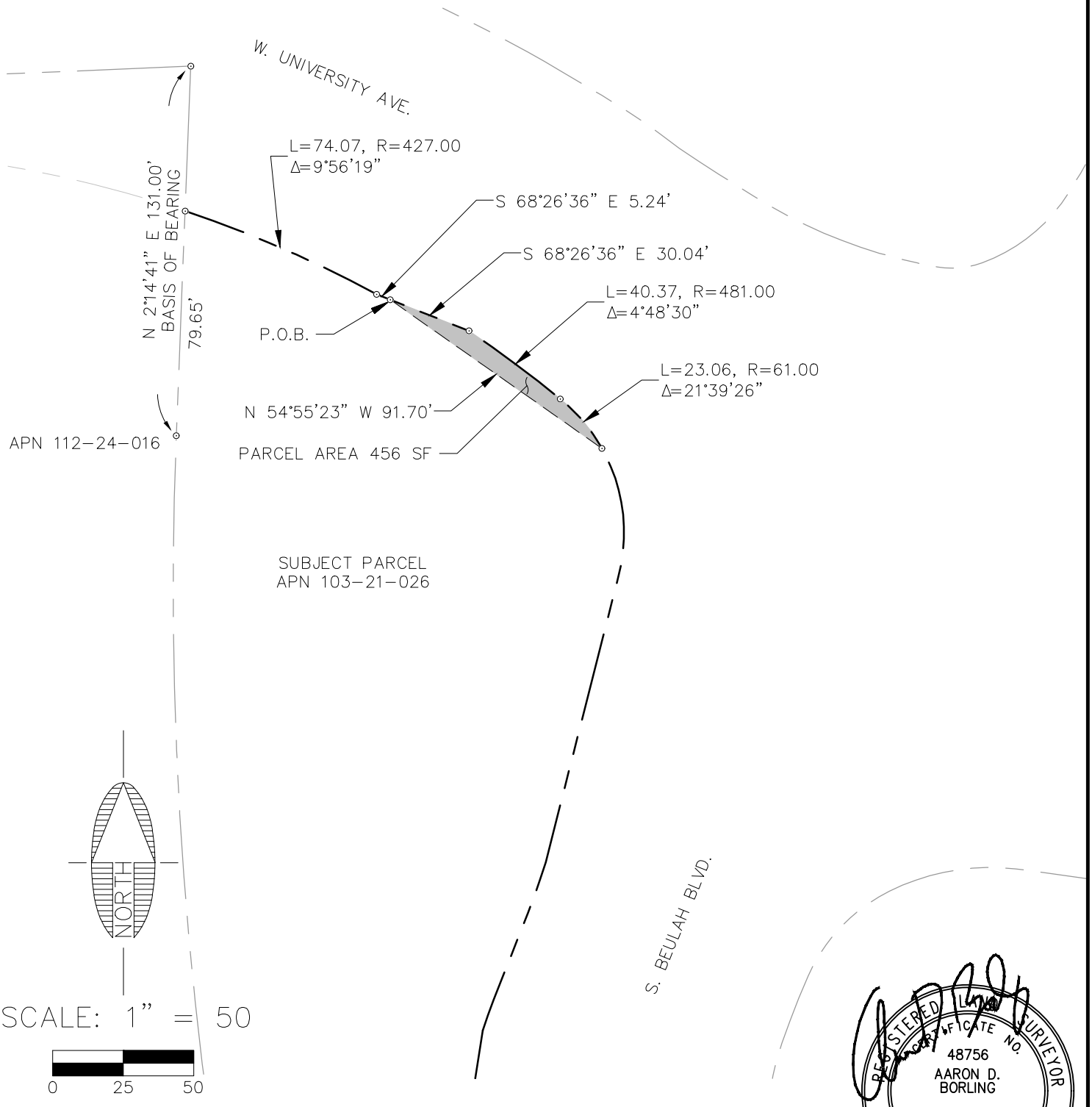


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-13 103-21-026_VP CINEMA LLC_SLOPE EXHIBIT NORTH.dwg SWI-C3D-2021
PLOTTED: Feb 04, 2022-11:35am

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/22/2021

A portion of Tract 'A' as shown on Instrument Number 3861259, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at an aluminum cap 'RLS 48756' at the southwest corner of said parcel, from which a ½" rebar with tag 'RLS 48756' on the westerly line of said parcel bears North 22°42'39" West, 477.16 feet (Basis of Bearing);

Thence along said westerly line, North 22°42'39" West, 307.61 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said westerly line, North 22°42'39" West, 21.35 feet;

Thence leaving said westerly line, North 25°48'52" East, 28.73 feet to a point on the easterly line of said parcel, said point being in common with the westerly Right-of-Way line of South Beulah Boulevard, and the beginning of a non-tangent curve concave to the northeast having a radius of 605.00 feet and a central angle of 1°47'19" and being subtended by a chord bearing South 32°05'55" East, 18.88 feet;

Thence southeasterly along said curve, and along said Right-of-Way line, 18.89 feet;

Thence leaving said said Right-of-Way line, South 25°48'52" West, 32.84 feet to the **TRUE POINT OF BEGINNING.**

Containing 492 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

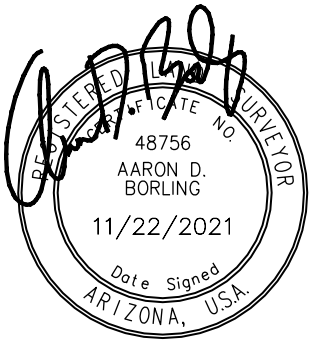
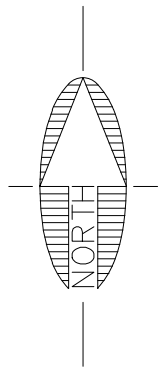


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 80'

0 40 80

APN
103-21-024

L=18.89, R=605.00
Δ=1°47'19"

PARCEL 492 SF

N 25°48'52" E 28.73'

21.35'

P.O.B.

S. BEULAH BLVD.

S 25°48'52" W 32.84'

N 22°42'39" W 477.16'
BASIS OF BEARING

307.61'

APN
112-24-016

SUBJECT PARCEL
APN 103-21-026
TRACT 'A'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/22/21
ARIZONA U.S.A.

NOTE:
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SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\DRAINAGE\103-21-026_VP CINEMA LLC_DRAINAGE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Nov 29, 2021-6:01pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/28/2022

A portion of Tract 'A' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the west line of said Tract 'A', from which a point on the westerly line of the proposed West University Avenue as shown on R1 bears North 02°14'41" East, 131.00 feet (Basis of Bearing, R1);

Thence along said west line, North 02°14'41" East, 79.65 feet, to the northwest corner of said Tract 'A', said point being in common with the southerly Right-of-Way line of West University Avenue as shown on R1, and the beginning of a non-tangent curve concave to the southwest having a radius of 427.00 feet and a central angle of 09°56'19" and being subtended by a chord which bears South 66°29'40" East, 73.98 feet;

Thence along said Right-of-Way line, and southeasterly along said curve, 74.07 feet;

Thence continuing along said Right-of-Way, South 68°26'36" East, 35.27 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 481.00 feet and a central angle of 04°48'30" and being subtended by a chord which bears South 53°17'52" East, 40.35 feet;

Thence southeasterly along said curve, 40.37 feet to the beginning of a tangent curve concave to the southwest having a radius of 61.00 feet and a central angle of 21°39'26";

Thence southeasterly along said curve, 23.06 feet to the **POINT OF BEGINNING;**

Thence leaving said Right-of-Way, North 54°55'23" West, 13.24 feet;

Thence South 25°21'38" East, 23.26 feet;

Thence South 06°51'23" West, 29.72 feet;

Thence South 16°35'49" West, 166.28 feet;

Thence South 12°15'20" West, 99.91 feet;

Thence South 02°36'31" East, 51.96 feet;

Thence South 11°09'41" East, 24.47 feet, to the beginning of a non-tangent curve concave to the southeast having a radius of 608.50 feet and a central angle of 08°47'00" and being subtended by a chord which bears North 04°51'15" East, 93.19 feet;

Thence northerly along said curve, 93.28 feet;

Thence South 80°51'50" East, 3.50 feet, to a point on the westerly Right-of-Way line of South Beulah Boulevard as shown on R1;

Thence along said Right-of-Way line, North 09°08'10" East, 78.39 feet, to the beginning of a non-tangent curve concave to the southeast having a radius of 152.00 feet and a central angle of 04°19'53" and being subtended by a chord which bears North 19°23'12" East, 11.49 feet;

Thence continuing along said Right-of-Way line, and northerly along said curve 11.49 feet;

Thence continuing along said Right-of-Way line, North 21°33'09" East, 33.04 feet, to the beginning of a non-tangent curve concave to the southeast having a radius of 251.57 feet and a central angle of 04°21’17” and being subtended by a chord which bears North 19°21’05” East, 19.12 feet;

Thence continuing along said Right-of-Way line, and northerly along said curve, 19.12 feet;

Thence continuing along said Right-of-Way line, North 14°15'29" East, 104.94 feet, to the beginning of a tangent curve concave to the west having a radius of 61.00 feet and a central angle of 43°29’40” and being subtended by a chord which bears North 07°29’21” West, 45.20 feet;

Thence continuing along said Right-of-Way line, and northerly along said curve, 46.31 feet to the **POINT OF BEGINNING;**

Containing 4,236 square feet, or 0.097 Acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

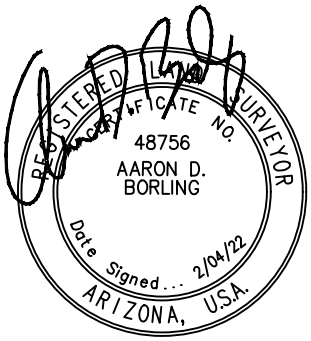
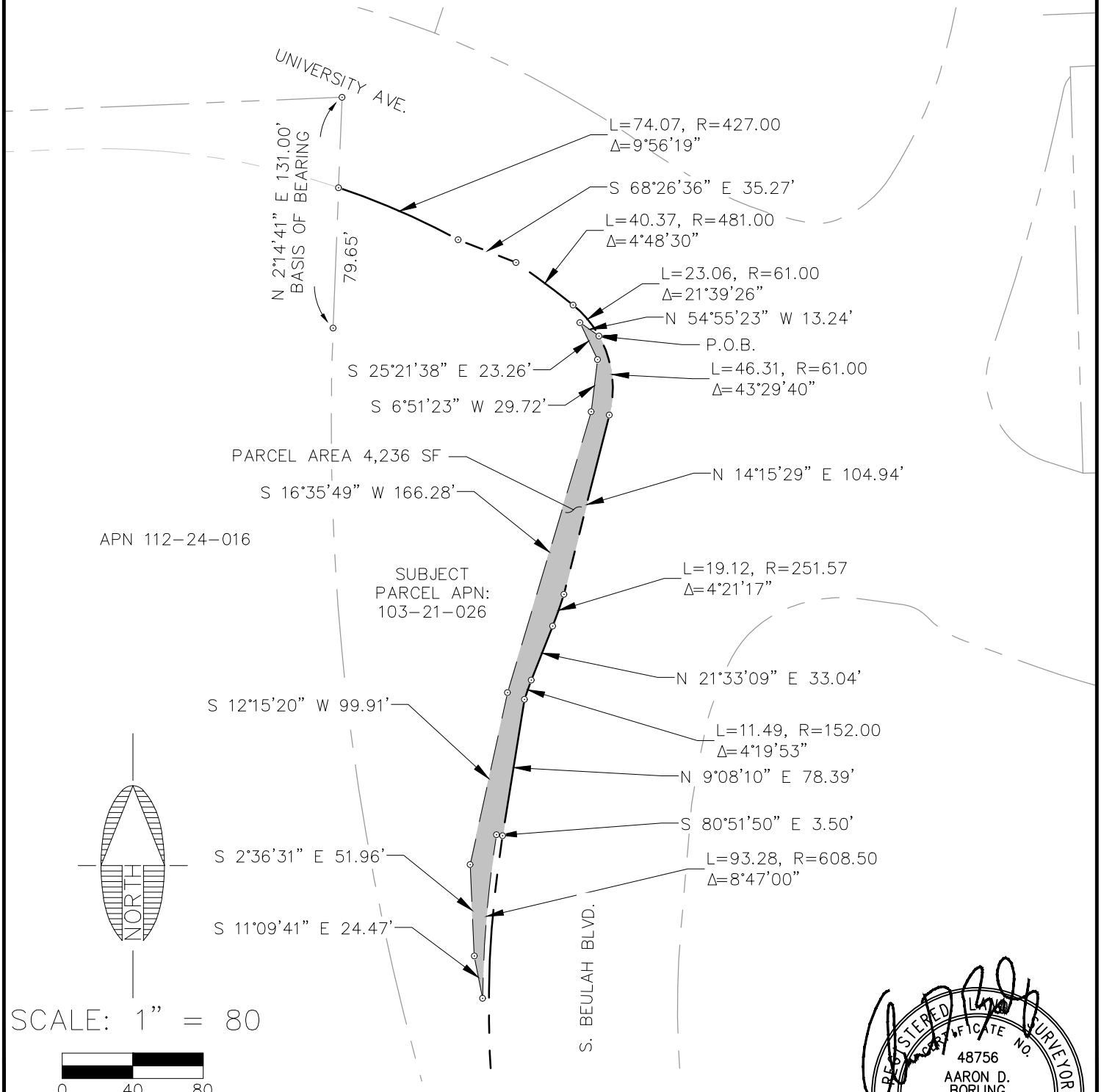


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 80

0 40 80

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
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JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

PLOTTED: Feb 04, 2022-11:46am
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-15 103-21-026_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/03/2022

A portion of Lot 1 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 1, from which the southeast corner of said Lot 1 bears North 89°26'37" East, 363.36 feet (Basis of Bearing, R1) and the **POINT OF BEGINNING;**

Thence along the south line of said Lot 1, North 89°26'37" East, 38.29 feet;

Thence leaving said south line, North 00°33'23" West, 21.17 feet;

Thence North 17°00'51" West, 114.03 feet;

Thence North 35°26'51" West, 357.58 feet;

Thence North 18°41'35" West, 129.98 feet;

Thence North 05°39'17" West, 123.83 feet;

Thence North 06°24'42" East, 133.35 feet;

Thence North 31°17'33" East, 53.35 feet;

Thence South 70°34'34" East, 162.57 feet;

Thence South 01°13'25" East, 53.73 feet;

Thence North 88°48'44" East, 58.88 feet;

Thence North 01°13'25" West, 43.55 feet;

Thence North 88°48'49" East, 330.23 feet;

Thence North 45°16'07" West, 13.79 feet to a point on the southerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, South 88°38'19" West, 108.10 feet to the beginning of a tangent curve concave to the north having a radius of 55.25 feet and a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 27.07 feet to the beginning of a tangent curve concave to the south having a radius of 38.25 feet and a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 18.74 feet;

Thence continuing along said Right-of-Way line, South 88°38'19" West, 69.24 feet to the beginning of a tangent curve concave to the north having a radius of 488.50 feet and a central angle of 08°21'07";

Thence continuing along said Right-of-Way line, and westerly along said curve, 71.21 feet;

Thence continuing along said Right-of-Way line, South 53°11'05" West, 7.18 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 493.50 feet and a central angle of 06°27'20" and being subtended by a chord which bears North 79°03'34" West 57.64 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 57.67 feet

Thence continuing along said Right-of-Way line, North 31°17'01" West, 7.18 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 488.50 feet and a central angle of 04°40'09" and being subtended by a chord which bears North 72°46'30" West 39.80 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 39.81 feet

Thence continuing along said Right-of-Way line, North 70°26'26" West, 31.67 feet;

Thence continuing along said Right-of-Way line, North 70°04'18" West, 14.03 feet to the beginning of a tangent curve concave to the northeast having a radius of 52.00 feet and a central angle of 26°45'11";

Thence continuing along said Right-of-Way line, and westerly along said curve, 24.28 feet to the beginning of a tangent curve concave to the southwest having a radius of 22.72 feet and a central angle of 38°49'43";

Thence continuing along said Right-of-Way line, and westerly along said curve, 15.40 feet to the beginning of a non-tangent curve concave to the north having a radius of 5012.00 feet and a central angle of 00°15'31" and being subtended by a chord which bears North 82°01'04" West 22.63 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 22.63 feet to the beginning of a non-tangent curve concave to the north having a radius of 118.00 feet and a central angle of 01°57'56" and being subtended by a chord which bears North 82°52'16" West 4.05 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 4.05 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 81.00 feet and a central angle of 32°26'42" and being subtended by a chord which bears South 79°55'25" West 45.26 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 45.87 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 61.00 feet and a central angle of 39°51'34" and being subtended by a chord which bears South 43°46'17" West 41.59 feet;

Thence continuing along said Right-of-Way line, and southwesterly along said curve, 42.44 feet to a point on the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, and the beginning of a non-tangent curve concave to the southeast having a radius of 298.00 feet and a central angle of 04°55'24" and being subtended by a chord which bears South 21°22'47" West 25.60 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 25.61 feet to the beginning of a non-tangent curve concave to the east having a radius of 98.00 feet and a central angle of 06°57'54" and being subtended by a chord which bears South 15°26'08" West 11.91 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 11.91 feet to the beginning of a non-tangent curve concave to the east having a radius of 857.50 feet and a central angle of 02°57'25” and being subtended by a chord which bears South 10°28'28" West 44.25 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 44.25 feet;

Thence South 04°54'08" West, 72.81 feet to the beginning of a non-tangent curve concave to the east having a radius of 498.00 feet and a central angle of 40°25'08" and being subtended by a chord which bears South 15°18'26" East, 344.07 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 351.31 feet;

Thence South 35°31'00" East, 60.66 feet;

Thence South 35°31'00" East, 26.33 feet;

Thence South 35°31'00" East, 103.16 feet;

Thence South 35°31'00" East, 26.44 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 352.00 feet and a central angle of 30°45'55" and being subtended by a chord which bears South 20°08'04" East 186.74 feet;

Thence continuing along said Right-of-Way line, and southerly along said curve, 189.01 feet to the **POINT OF BEGINNING;**

Containing 44,335 square feet, or 1.018 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

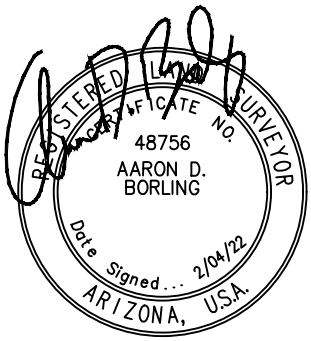
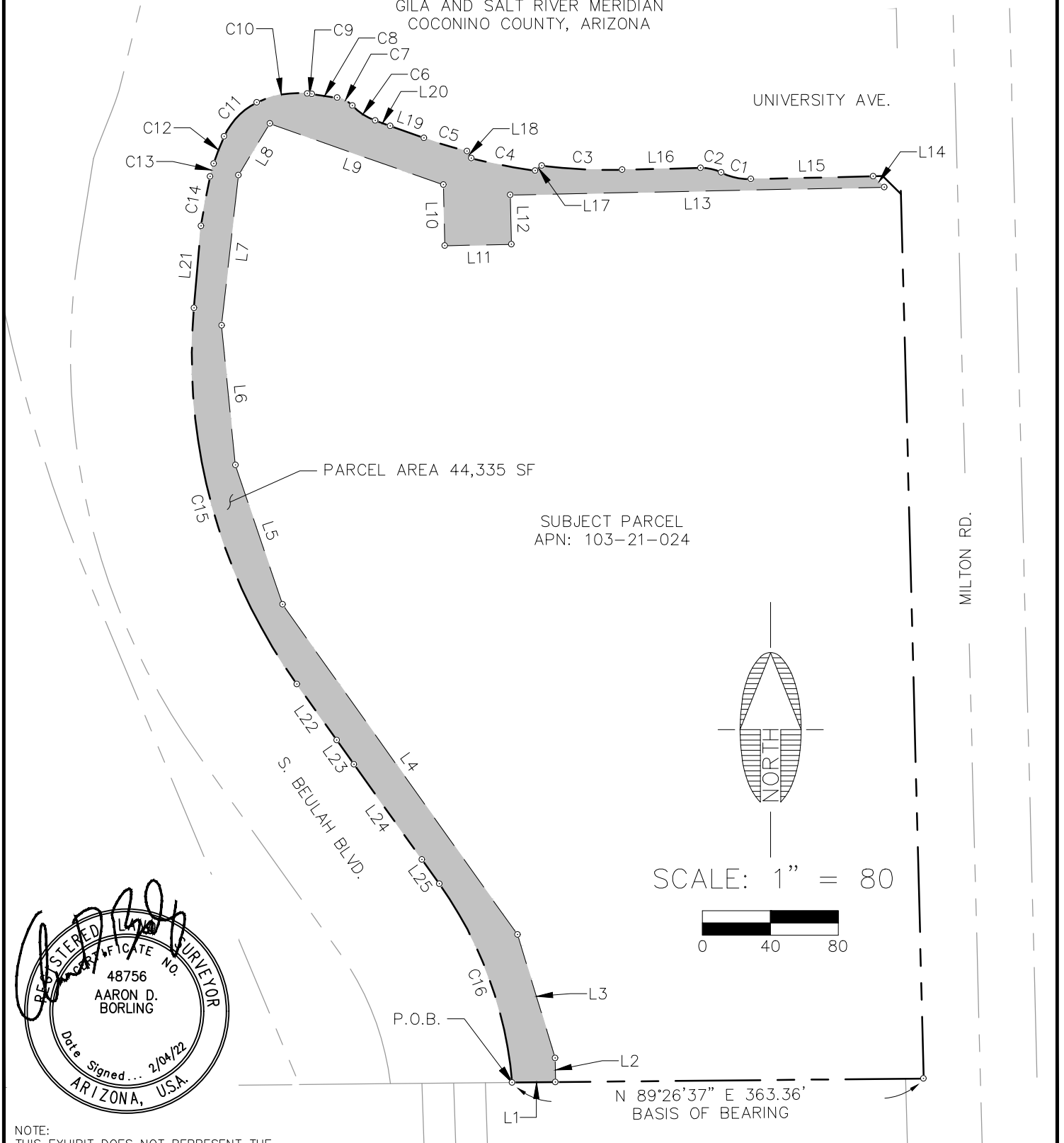


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

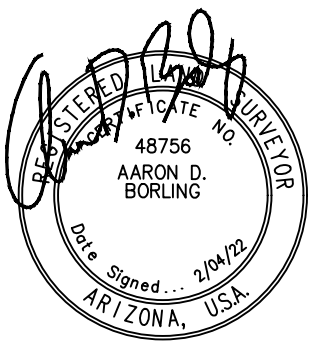
LEGAL EXHIBIT

SHEET 4 OF 5

PLOTTED: Feb 04, 2022-12:23pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-18 103-21-024_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

Line Table		
Line #	Length	Direction
L1	38.29	N89°26'37"E
L2	21.17	N0°33'23"W
L3	114.03	N17°00'51"W
L4	357.58	N35°26'51"W
L5	129.98	N18°41'35"W
L6	123.83	N5°39'17"W
L7	133.35	N6°24'42"E
L8	53.35	N31°17'33"E
L9	162.57	S70°34'34"E
L10	53.73	S1°13'25"E
L11	58.88	N88°48'44"E
L12	43.55	N1°13'25"W
L13	330.23	N88°48'49"E
L14	13.79	N45°16'07"W
L15	108.10	S88°38'19"W
L16	69.24	S88°38'19"W
L17	7.18	S53°11'05"W
L18	7.18	N31°17'01"W
L19	31.67	N70°26'26"W
L20	14.03	N70°04'18"W
L21	72.81	S4°54'08"W
L22	60.66	S35°31'00"E
L23	26.33	S35°31'00"E
L24	103.16	S35°31'00"E
L25	26.44	S35°31'00"E

Curve Table			
Curve #	Length	Radius	Delta
C1	27.07	55.25	28°04'21"
C2	18.74	38.25	28°04'21"
C3	71.21	488.50	8°21'07"
C4	57.68	493.50	6°41'47"
C5	39.81	488.50	4°40'09"
C6	24.28	52.00	26°45'11"
C7	15.40	22.72	38°49'43"
C8	22.63	5012.00	0°15'31"
C9	4.05	118.00	1°57'56"
C10	45.87	81.00	32°26'42"
C11	42.44	61.00	39°51'34"
C12	25.61	298.00	4°55'24"
C13	11.91	98.00	6°57'54"
C14	44.25	857.50	2°57'25"
C15	351.31	498.00	40°25'08"
C16	189.01	352.00	30°45'55"



SWI
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928.773.0354
928.774.8934 fax
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JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY
FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 5 OF 5

PLOTTED: Feb 04, 2022-12:20pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-18 103-21-024_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of Lot 1 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing northeast corner of said Lot 1, said point being in common with the west Right-of-Way line of South Milton Road as shown on R1, from which the southeast corner of said Lot 1bears South 01°28'21" East, 780.81 feet (Basis of Bearing, R1) and the **POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 45°16'07" West, 22.69 feet to a point on the southerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, South 88°38'19" West, 8.33 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of-Way line, South 45°16'07" East, 34.72 feet to a point on the westerly Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°28'21" West, 8.67 feet to the **POINT OF BEGINNING;**

Containing 172 square feet, or 0.004 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said northerly Right-of-Way line of West University Avenue, South 88°38'19" West, 108.10 feet to the beginning of a tangent curve concave to the northeast having a radius of 55.25 feet and a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 27.07 feet to the beginning of a tangent curve concave to the southwest having a radius of 38.25 feet through a central angle of 28°04'21";

Thence continuing along said Right-of-Way line, and westerly along said curve, 18.74 feet;

Thence continuing along said Right-of-Way line, South 88°38'19" West, 69.24 feet to the beginning of a tangent curve concave to the northeast having a radius of 488.50 feet and a central angle of 08°21'07";

Thence continuing along said Right-of-Way line, and westerly along said curve, 71.21 feet;

Thence continuing along said Right-of-Way line, South 53°11'05" West, 7.18 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 493.50 feet and a central angle of 03°00'20" and being subtended by a chord which bears North 79°03'34" West 57.64 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 25.89 feet to the **POINT OF BEGINNING;**

Thence leaving said Right-of-Way line, South 01°13'25" East, 39.02 feet;

Thence South 51°41'06" West, 39.05 feet;

Thence North 01°00'26" West, 70.08 feet to a point on said Right-of-Way line, and the beginning of a non-tangent curve concave to the north having a radius of 493.50 feet and a central angle of 03°41'26" and being subtended by a chord which bears South 77°33'24" East 31.78 feet;

Thence along said Right-of-Way line and easterly along said curve, 31.79 feet to the **POINT OF BEGINNING;**

Containing 1,713 square feet, or 0.039 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

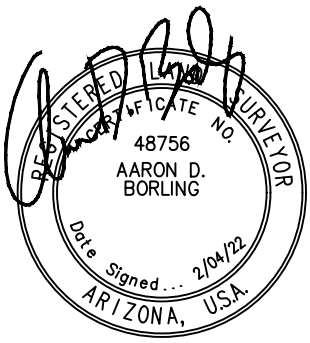
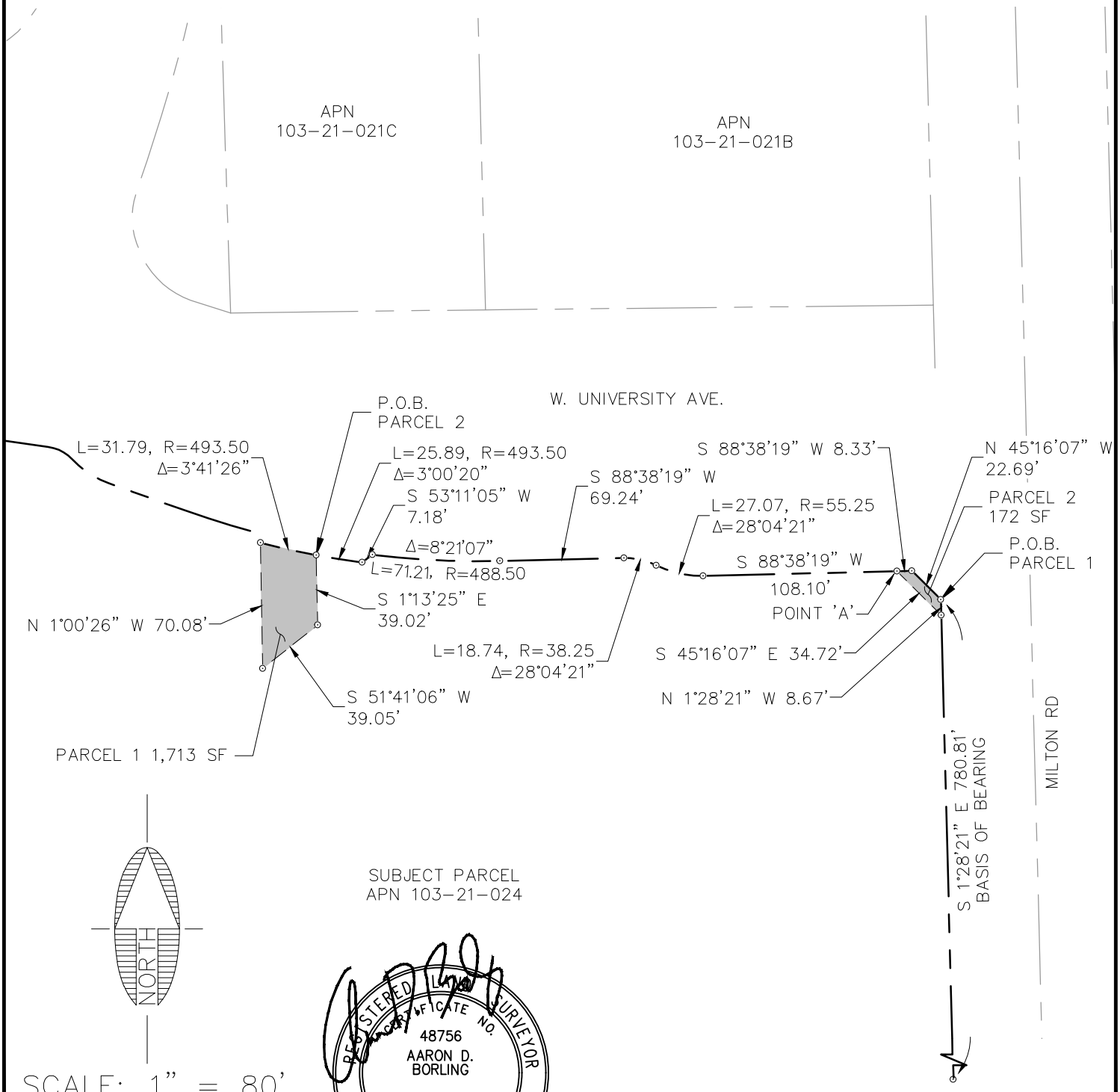


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
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SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

PLOTTED: Feb 04, 2022-12:45pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-19 103-21-024_VP CINEMA LLC_SLOPE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
9/18/2019

A portion of that parcel of land as described in Instrument Number 3032368, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at the southwest corner of said parcel, said point being in common with northerly Right-of-Way line of West University Avenue as shown on Instrument Number 3742956, Official Records of Coconino County (herein referred to as R1), and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 87°36'18" East (Basis of Bearing, R1), 124.40 feet to the beginning of a non-tangent curve concave to the south, having a radius of 528.00 feet and being subtended by a chord which bears North 84°12'41" West, 125.40 feet;

Thence westerly along said curve 125.70 feet through a central angle of 13°38'24" to a point on the west line of said parcel;

Thence along said west line, South 01°29'47" East, 17.85 feet to the **POINT OF BEGINNING**;

Containing 1,423 square feet, or 0.033 Acres, more or less.

Parcel 2:

Commencing at the northeast corner of said parcel, said point being in common with the westerly Right-of-Way line of South Yale Street, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, South 01°29'47" East (Basis of Bearing), 324.51 feet to the beginning of a tangent curve concave to the northwest, having a radius of 25.00 feet;

Thence southwesterly along said curve 28.20 feet through a central angle of 64°37'13" to the beginning of a non-tangent curve concave to the west having a radius of 541.44 feet and being subtended by a chord which bears North 03°23'46" East, 91.29 feet;

Thence northerly along said curve 91.40 feet through a central angle of 09°40'18";

Thence North 01°26'24" West, 256.14 feet to a point on the north line of said parcel;

Thence along said north line, North 88°29'25" East, 6.25 feet to the **POINT OF BEGINNING**;

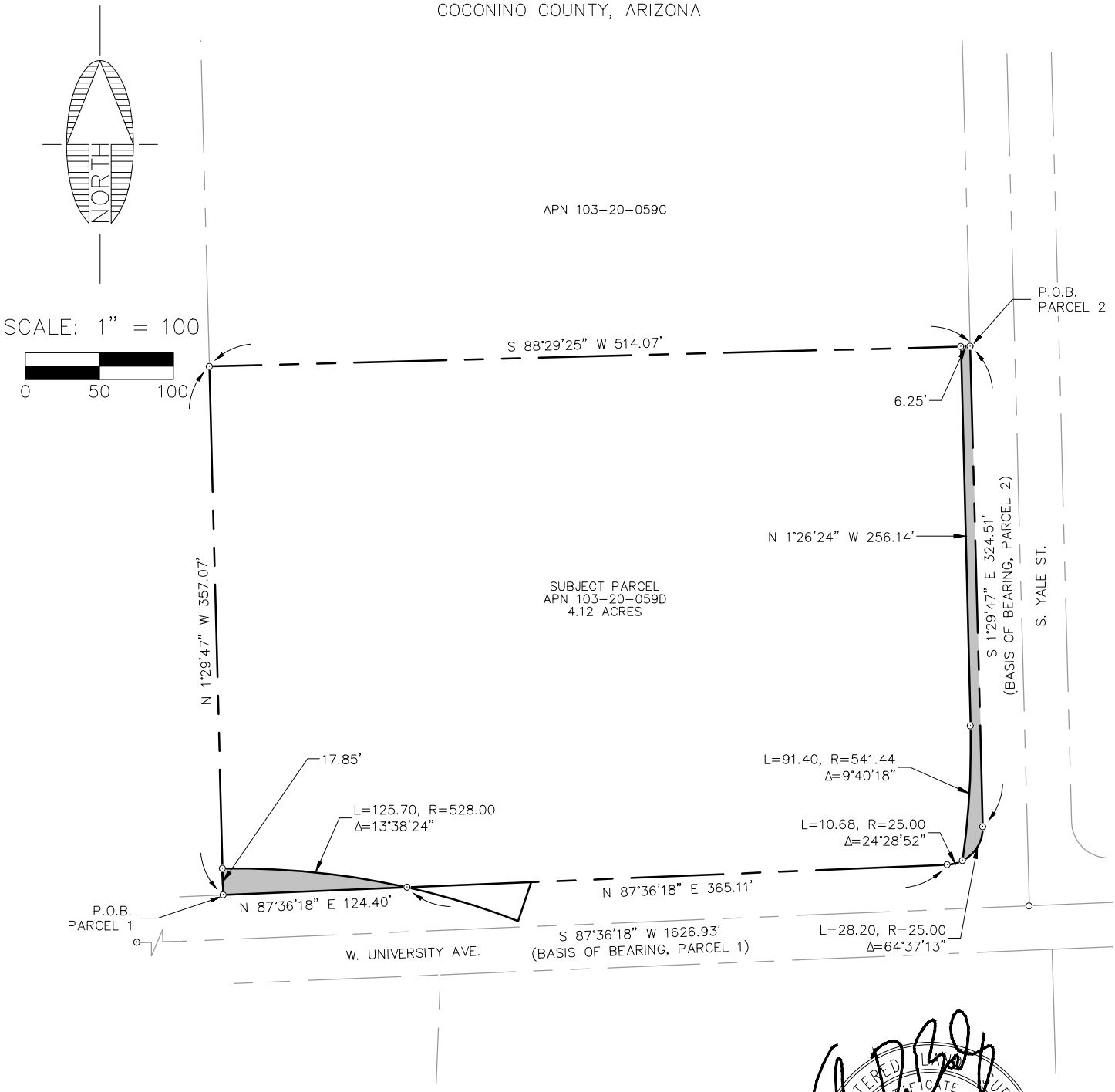
Containing 2,369 square feet, or 0.054 Acres, more or less.

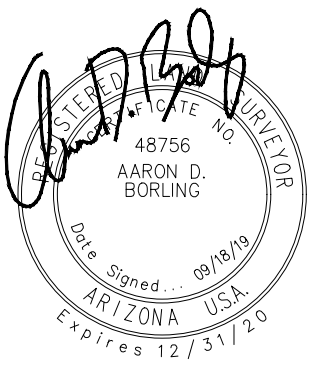
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA





NOTE:
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Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	SEP 2019
SCALE	1"=100'
DRAWN	CNP
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Sep 18, 2019-5:12pm
FILE: P:\2018\18121\Survey\Legal Descriptions\UNIVERSITY SQUARE APARTMENTS EXHIBIT B.dwg <<C3D_Imperial>>

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/04/2022

A portion of that parcel of land as described in Instrument Number 3032368 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at a southwest corner of said parcel, said point being in common with the north Right-of-Way line of West University Avenue, from which a point on the south line of said parcel bears North 87°36'18" East, 489.52 feet (Basis of Bearing, North 87°37'05" East, 489.51 feet per R1);

Thence along said Right-of-Way line, North 87°36'18" East, 138.71 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 88.70 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of-Way line, North 22°46'42" East, 48.32 feet;

Thence South 87°18'12" West, 96.46 feet;

Thence South 14°05'50" West, 45.08 feet to the **POINT OF BEGINNING;**

Containing 4,021 square feet, or 0.092 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said Right-of-Way line, North 87°36'18" East, 254.64 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line North 87°36'18" East, 7.47 feet to the beginning of a tangent curve concave to the north having a radius of 25.00 feet a central angle of 24°28'52";

Thence continuing along said Right-of-Way line, and easterly along said curve, 10.68 feet to the beginning of a non-tangent curve concave to the west having a radius of 541.44 feet and a central angle of 03°01'15" and being subtended by a chord which bears North 06°43'17" East 28.54 feet;

Thence leaving said Right-of-Way line, and northerly along said curve, 28.55 feet;

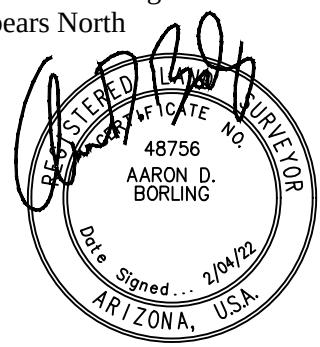
Thence North 84°47'20" West, 2.00 feet to the beginning of a non-tangent curve concave to the west having a radius of 539.44 feet and a central angle of 03°30'16" and being subtended by a chord which bears North 03°27'32" East 32.99 feet;

Thence northerly along said curve, 32.99 feet;

Thence South 18°05'36" West, 67.80 feet to the **POINT OF BEGINNING;**

Containing 583 square feet, or 0.013Acres, more or less.

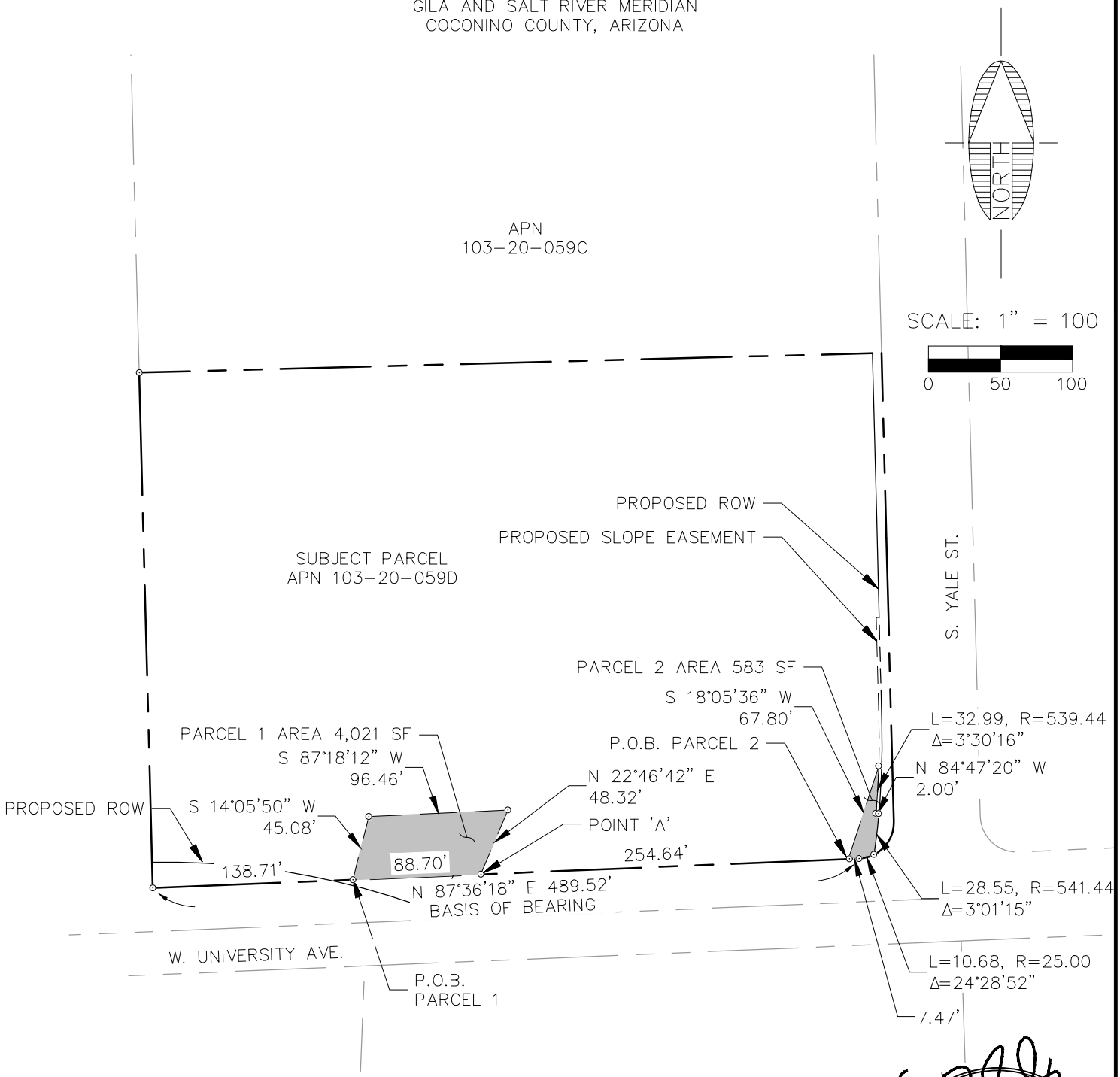
See Exhibit 'B' attached hereto and made a part hereof.



This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
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DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-2:38pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-23 103-20-059D UNIVERSITY SQUARE APARTMENTS_TCE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of that parcel of land as described in Instrument Number 3032368 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the south line of said parcel, said point being in common with the north Right-of-Way line of West University Avenue, from which the southwest corner of said parcel bears South 87°36'18" West, 489.52 feet (Basis of Bearing, North 87°37'05" East, 489.51 feet per R1), said point being the beginning of a tangent curve concave to the north having a radius of 25.00 feet a central angle of 24°28'52";

Thence along said Right-of-Way line, and easterly along said curve, 10.68 feet to the beginning of a non-tangent curve concave to the west having a radius of 541.44 feet and a central angle of 03°01'15" and being subtended by a chord which bears North 06°43'17" East 28.54 feet;

Thence leaving said Right-of-Way line, and northerly along said curve, 28.55 feet to the beginning of a tangent curve concave to the west having a radius of 541.44 feet and a central angle of 06°39'03", and the **POINT OF BEGINNING;**

Thence northerly along said curve, 62.85 feet;

Thence North 01°26'24" West, 73.17;

Thence South 89°47'04" West, 2.00 feet;

Thence South 01°26'24" East, 45.89 feet;

Thence South 01°26'24" East, 27.32 feet to the beginning of a tangent curve concave to the west having a radius of 539.44 feet and a central angle of 06°39'03";

Thence southerly along said curve, 62.62 feet;

Thence South 84°47'20" East, 2.00 feet to the **POINT OF BEGINNING;**

Containing 272 square feet, or 0.006 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

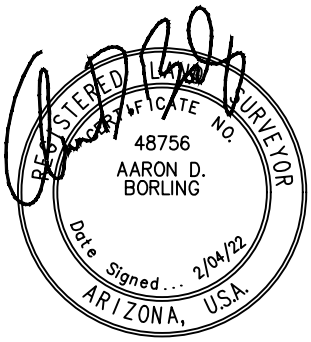
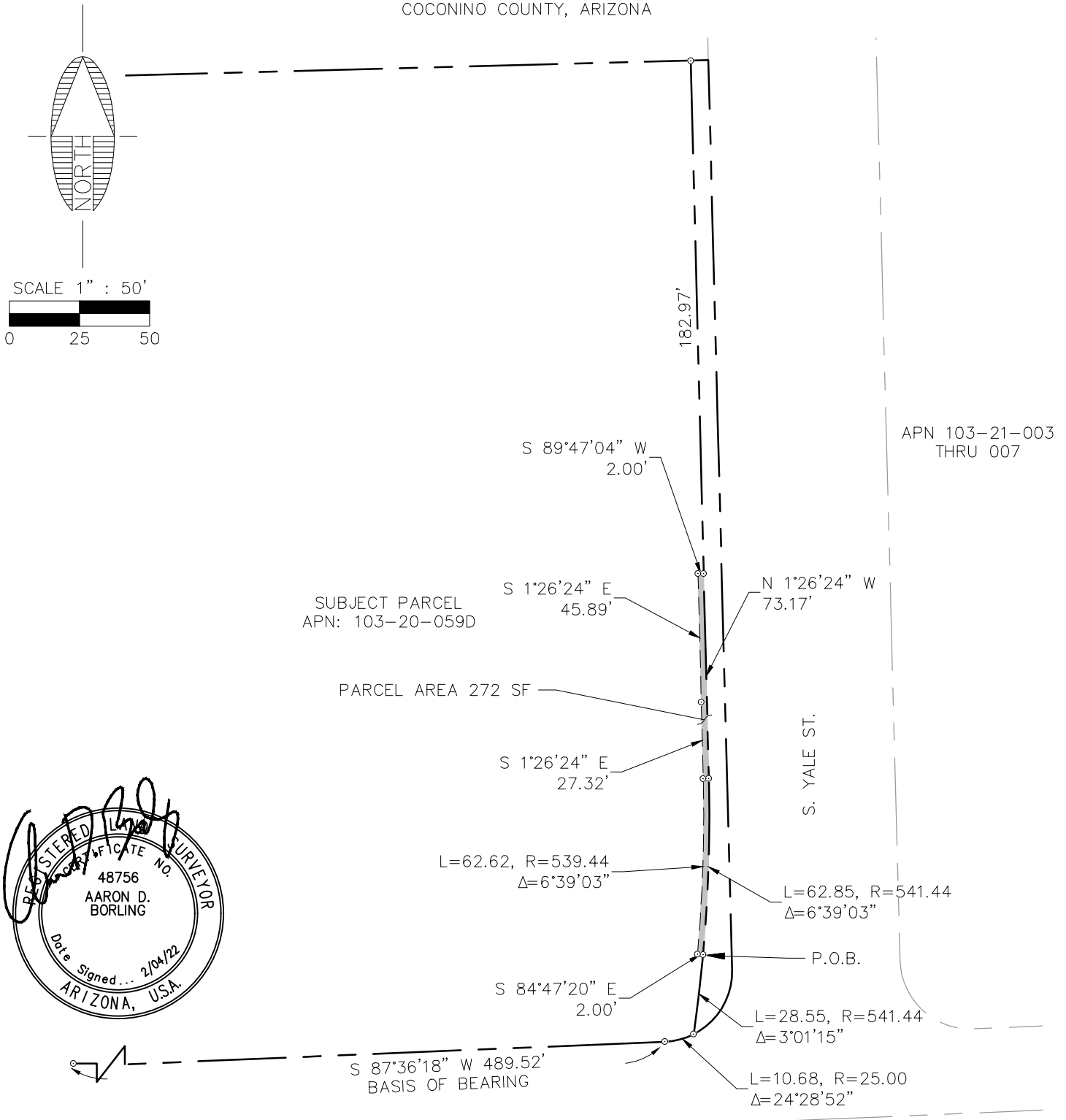


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-3:04pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-24 103-20-059D UNIVERSITY SQUARE APARTMENTS_SLOPE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of West University Avenue as shown in Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:
Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 281.29 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 87°36'18" East, 42.79 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 22.48 feet;

Thence leaving said Right-of-Way line, South 24°47'47" West, 56.66 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 2°10'15" and being subtended by a chord bearing North 63°59'36" West, 20.00 feet;

Thence northwesterly along said curve, 20.01 feet;

Thence North 24°47'47" East, 45.96 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,025 square feet, or 0.024 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

Parcel 2:
Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 281.29 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 87°36'18" East, 226.21 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 55.08 feet to the beginning of a tangent curve concave to the northwest, having a radius of 25.00 feet and a central angle of 24°28'52";

Thence continuing along said Right-of-Way line, 10.68 feet to the beginning of a non-tangent curve concave to the northwest, having a radius of 541.44 feet and a central angle of 01°00'04" and being subtended by a chord bearing South 08°44'19" West, 9.24 feet;

Thence southerly along said curve, 9.46 feet to the beginning of a tangent curve concave to the northwest, having a radius of 342.68 feet and a central angle of 02°12'53";

Thence southerly along said curve, 13.25 feet;

Thence South 87°36'18" West, 60.94 feet;

Thence North 02°16'08" West, 20.00 feet to the **TRUE POINT OF BEGINNING.**

Containing 1,268 square feet, or 0.029 Acres, more or less.

Parcel 3:
Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 281.29 feet (Basis of Bearing) and to the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 87°36'18" East, 6.59 feet;

Thence leaving said Right-of-Way line, South 02°16'10" East, 33.26 feet to a point hereinafter referred to as 'Point A', said point being the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 01°57'15" and being subtended by a chord bearing North 67°54'21" West, 18.01 feet;

Thence northwesterly along said curve, 18.01 feet;

Thence North 18°30'39" East, 27.66 feet to the **TRUE POINT OF BEGINNING.**

Containing 357 square feet, or 0.008 Acres, more or less.

Parcel 4:
Commencing from the aforementioned 'Point A', and the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 06°04'26" and being subtended by a chord bearing South 63°53'30" East, 55.95 feet;

Thence southeasterly along said curve, 55.97 feet to the northwest corner of Lot 2 as shown on R1, and the beginning of a tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 01°27'42";

Thence along the southwesterly line of said Lot 2, and southeasterly along said curve, 13.47 feet;

Thence continuing along said southwesterly line, South 59°23'35" East, 16.94 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 248.00 feet and a central angle of 07°41'39" and being subtended by a chord bearing South 55°32'46" East, 33.28 feet;

Thence continuing along said southwesterly line, and southeasterly along said curve, 33.30 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 500.00 feet and a central angle of 01°28'10" and being subtended by a chord bearing South 56°39'21" East, 12.82 feet;

Thence continuing along said southwesterly line, and southeasterly along said curve, 12.82 feet to the beginning of a tangent curve concave to the southwest, having a radius of 500.00 feet and a central angle of 01°55'54" and the **TRUE POINT OF BEGINNING;**

Thence continuing along said southwesterly line, and southeasterly along said curve, 16.86 feet;

Thence continuing along said southwesterly line, South 57°51'11" East, 1.97 feet;

Thence leaving said southwesterly line, North 30°51'18" East, 5.00 feet;

Thence North 57°41'51" West, 6.00 feet;

Thence South 30°51'18" West, 5.00 feet to the **TRUE POINT OF BEGINNING.**

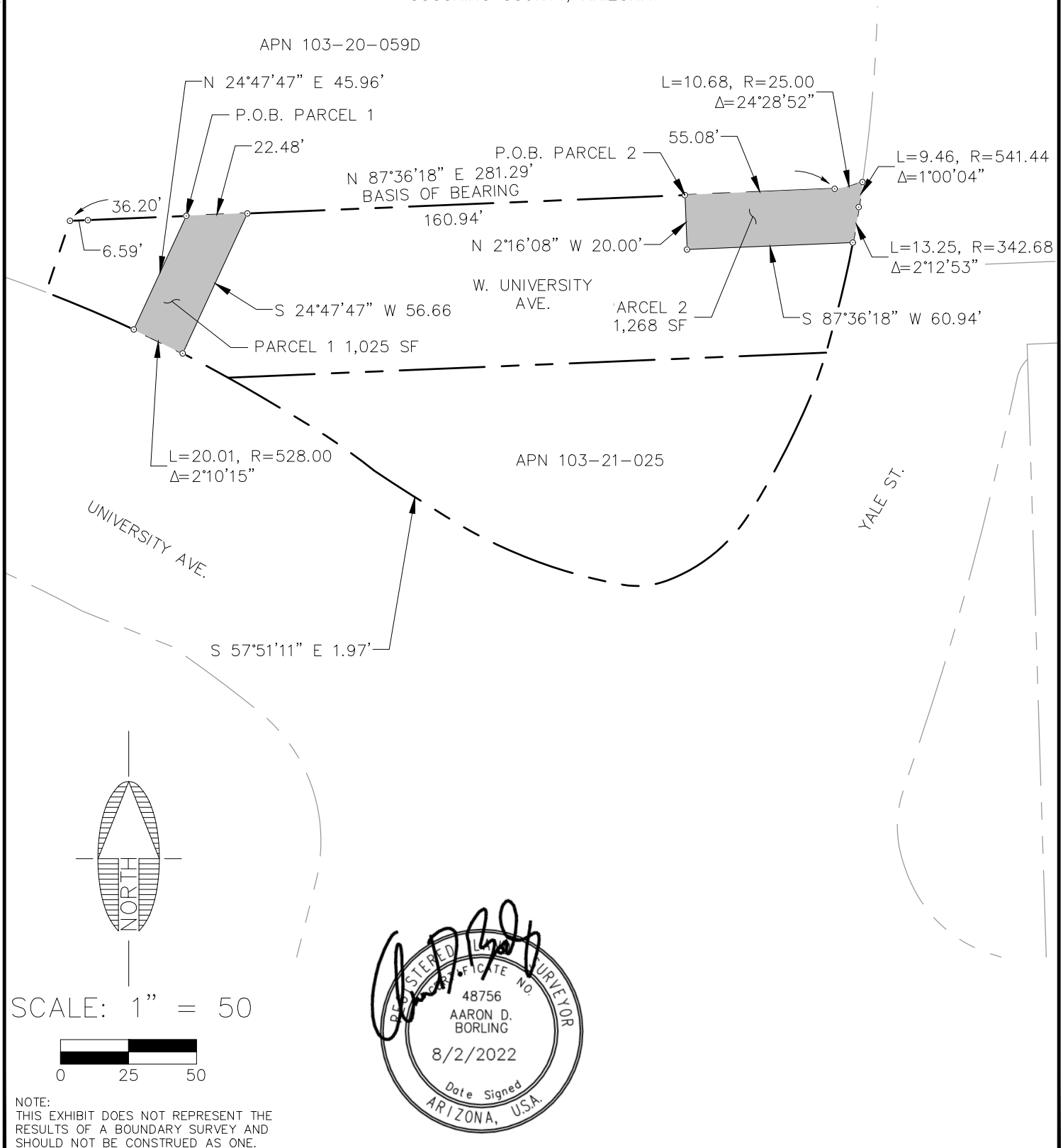
Containing 30 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NORTH

SCALE: 1" = 50

0 25 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

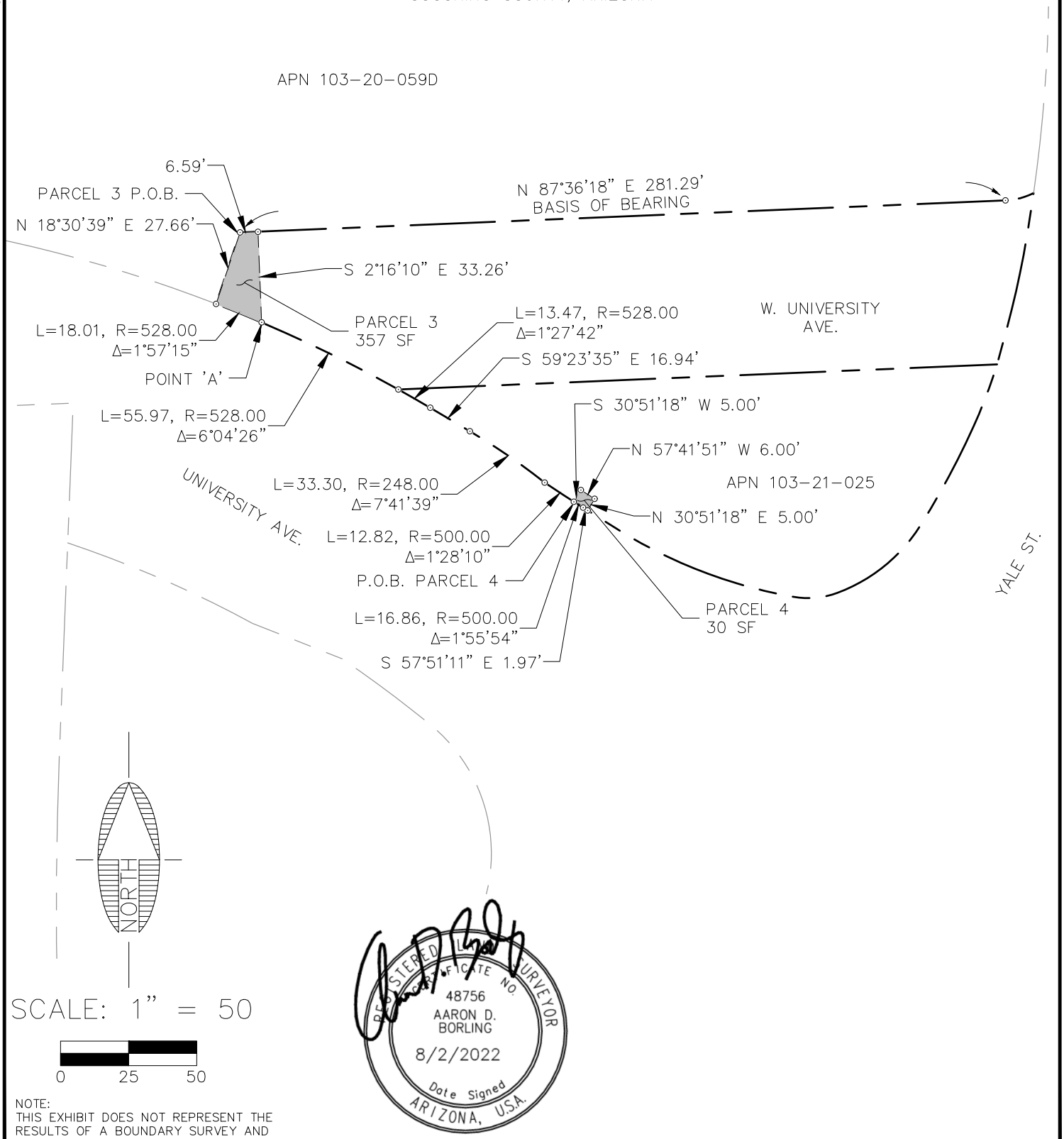
LEGAL EXHIBIT

SHEET 3 OF 4

PLOTTED: Aug 02, 2022-5:05pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-25, BU-61, & BU-62 103-21-025_VP CINEMA LLC_PUE EXHIBIT.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

NOTE:
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
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JOB NO.	18121
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DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

PLOTTED: Aug 02, 2022-5:05pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-25, BU-61, & BU-62 103-21-025_VP CINEMA LLC_PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of Lot 2 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northeast corner of said Lot 2, said point being in common with the southerly Right-of-Way line of West University Avenue, from which the northwest corner of said Lot 2 bears South 87°36'18" West, 219.95 feet (Basis of Bearing, R1), and the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 87°36'18" West, 34.43 feet;

Thence leaving said Right-of-Way line, South 26°08'20" West, 69.76 feet;

Thence North 73°36'38" West, 107.09 feet;

Thence North 59°15'13" West, 49.03 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 87°36'18" West, 9.76 feet to a point on the northerly Right-of-Way line of the proposed West University Avenue, said point being the beginning of a non-tangent curve concave to the southwest having a radius of 528.00 feet and a central angle of 01°27'42" and being subtended by a chord which bears South 60°07'26" East 13.47 feet;

Thence along said Right-of-Way line and southeasterly along said curve, 13.47 feet;

Thence continuing along said Right-of-Way line, South 59°23'35" East, 16.94 feet to the beginning of a tangent curve concave to the southwest having a radius of 248.00 feet and a central angle of 07°41'39";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 33.30 feet to the beginning of a tangent curve concave to the northeast having a radius of 500.00 feet and a central angle of 01°55'54";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 16.86 feet;

Thence South 57°51'11" East, 14.49 feet to the beginning of a tangent curve concave to the northeast having a radius of 181.00 feet and a central angle of 22°09'41";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 70.01 feet to the beginning of a tangent curve concave to the north having a radius of 31.00 feet and a central angle of 30°15'37";

Thence continuing along said Right-of-Way line, and easterly along said curve, 16.37 feet to the beginning of a tangent curve concave to the northwest having a radius of 61.00 feet and a central angle of 37°30'04";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 39.93 feet to the beginning of a tangent curve concave to the northwest having a radius of 298.00 feet and a central angle of 07°58'22";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 41.47 feet to the beginning of a tangent curve concave to the northwest having a radius of 198.00 feet and a central angle of 07°00'07";

Thence continuing along said Right-of-Way line, and northeasterly along said curve, 24.02 feet to the **POINT OF BEGINNING;**

Containing 5,124 square feet, or 0.118 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

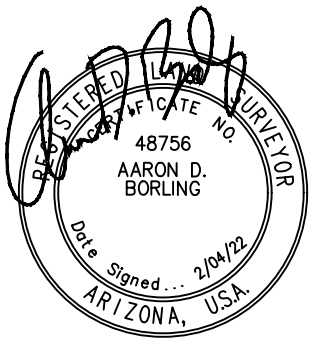
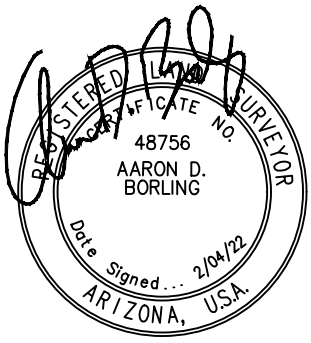
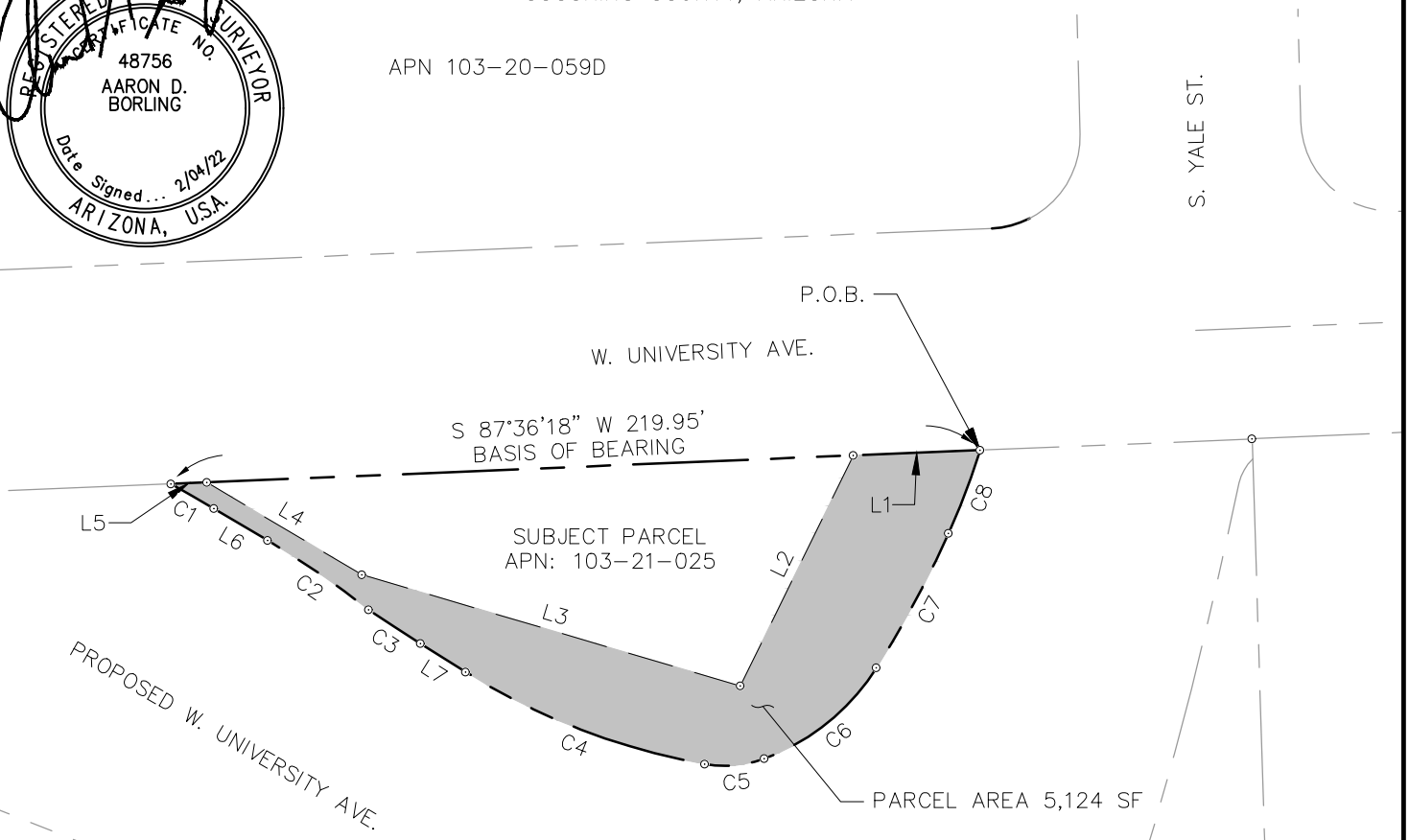


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

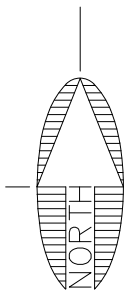
APN 103-20-059D





Curve Table			
Curve #	Length	Radius	Delta
C1	13.47	528.00	1°27'42"
C2	33.30	248.00	7°41'39"
C3	16.86	500.00	1°55'54"
C4	70.01	181.00	22°09'41"
C5	16.37	31.00	30°15'37"
C6	39.93	61.00	37°30'04"
C7	41.47	298.00	7°58'22"
C8	24.20	198.00	7°00'07"

Line Table		
Line #	Length	Direction
L1	34.43	S87° 36' 18"W
L2	69.76	S26° 08' 20"W
L3	107.09	N73° 36' 38"W
L4	49.03	N59° 15' 13"W
L5	9.76	S87° 36' 18"W
L6	16.94	S59° 23' 35"E
L7	14.49	S57° 51' 11"E



SCALE: 1" = 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022 - 3:43pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-26 103-21-025_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

That portion of West University Avenue as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner that parcel of land as described in Instrument Number 3032368, Official Records of Coconino County, said point being in common with north Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, North 87°36'18" East (Basis of Bearing, R1), 208.23 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 87°36'18" East, 281.29 feet to the beginning of a tangent curve concave to the north, having a radius of 25.00 feet;

Thence continuing along said Right-of-Way line, and easterly along said curve, 10.68 feet through a central angle of 24°28'52", said point being the beginning of a non-tangent curve concave to the west, having a radius of 377.46 feet and being subtended by a chord which bears South 11°08'30" West, 50.00 feet;

Thence leaving said Right-of-Way line, and southerly along said curve, 50.03 feet through a central angle of 7°35'40";

Thence South 15°10'19" West, 14.31 feet to a point on the south Right-of-Way line of West University Avenue;

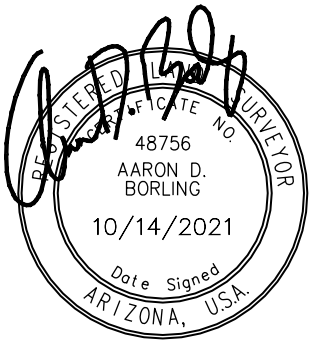
Thence along said Right-of-Way line, South 87°36'18" West, 219.95 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and being subtended by a chord which bears North 64°52'08" West, 73.92 feet;

Thence leaving said Right-of-Way line, and northwesterly along said curve, 73.98 feet through a central angle of 8°01'41" to a point on the west line of said parcel;

Thence North 18°30'39" East, 27.66 feet to the **POINT OF BEGINNING**;

Containing 16,341 square feet, or 0.375 Acres, more or less.

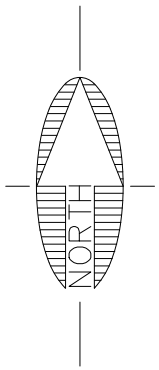
See Exhibit 'B' attached hereto and made a part hereof.



This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



APN
103-20-059C

SCALE: 1" = 100'

0 50 100

S. YALE ST.

APN 103-20-059D
INST. #3032368

L=10.68, R=25.00
Δ=24°28'52"

P.O.B.

N 87°36'18" E 489.52'
BASIS OF BEARING

281.29'

L=50.03, R=377.46
Δ=7°35'40"

208.23'

N 18°30'39" E 27.66'

PARCEL
AREA
16,341 SF

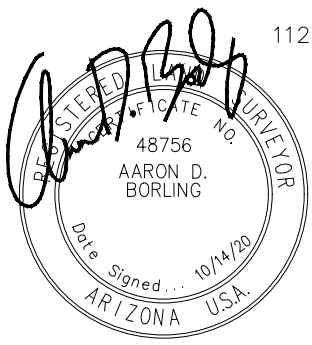
W. UNIVERSITY AVE.

S 87°36'18" W 219.95'

S 15°10'19" W 14.31'

APN
112-24-016

L=73.98, R=528.00
Δ=8°01'41"



NOTE:
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Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Oct 14, 2021-9:23am
FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\ROW\VINTAGE COF EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of Tract 'B' as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southeast corner of said Tract 'B', from which the northeast corner of said Tract 'B' bears North 01°47'31" West, 230.64 feet (Basis of Bearing) and the **POINT OF BEGINNING;**

Thence along the east line of said Tract 'B', North 01°47'31" West, 15.58 feet;

Thence leaving said east line, North 29°07'54" West, 61.33 feet;

Thence North 09°09'10" East, 148.36 feet to a point on said east line;

Thence along said east line, North 01°47'31" West, 9.39 feet to a point on the easterly Right-of-Way line of the proposed South Yale Street as shown on R1, said point being the beginning of a non-tangent curve concave to the southeast having a radius of 12.50 feet and being subtended by a chord which bears South 29°44'52" West, 7.44 feet;

Thence along said Right-of-Way line, and southerly along said curve, 7.55 feet through a central angle of 34°37'43";

Thence continuing along said Right-of-Way line, South 12°26'01" West, 20.98 feet to the beginning of a tangent curve concave to the northwest having a radius of 1118.50 feet and a central angle of 04°40'59";

Thence continuing along said Right-of-Way line, and southerly along said curve, 91.42 feet, to the beginning of a tangent curve concave to the northwest having a radius of 1402.00 feet and a central angle of 01°03'33";

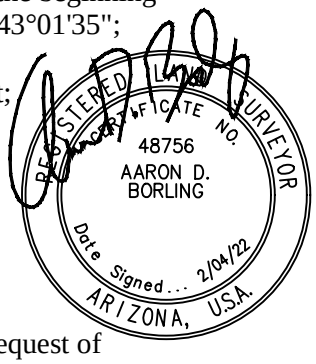
Thence continuing along said Right-of-Way line, and southerly along said curve, 25.92 feet;

Thence continuing along said Right-of-Way line, South 18°26'13" West, 19.77 feet to the beginning of a tangent curve concave to the east having a radius of 41.00 feet and a central angle of 32°42'15";

Thence continuing along said Right-of-Way line, and southerly along said curve, 23.40 feet to the beginning of a tangent curve concave to the northeast having a radius of 61.00 feet and a central angle of 13°03'55";

Thence continuing along said Right-of-Way line, and southerly along said curve, 13.91 feet to the beginning of a tangent curve concave to the northeast having a radius of 48.00 feet and a central angle of 43°01'35";

Thence continuing along said Right-of-Way line, and southeasterly along said curve, 36.05 feet;



Thence South 72°21'47" East, 23.28 feet to the **POINT OF BEGINNING;**

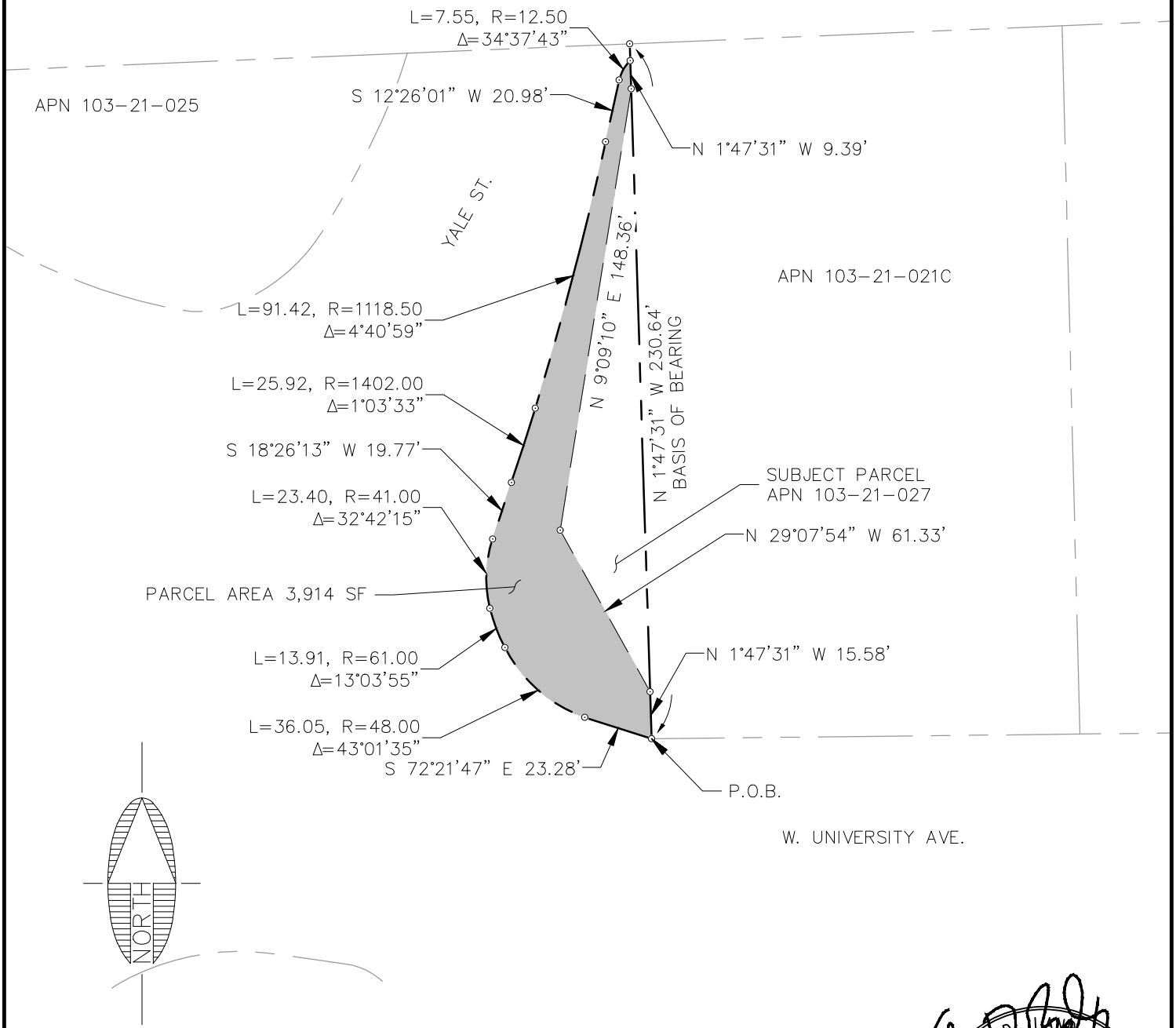
Containing 3,914 square feet, or 0.090 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-3:44pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-29 103-21-027_VP CINEMA LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
02/02/2022

A portion of that parcel of land as described in Instrument Number 3743708, and as shown on Instrument Number 3791356 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

The northerly 15.00 feet of that parcel of land as described in said Instrument Number 3743708, and as shown on said Instrument Number 3791356;

Containing 2,153 square feet, or 0.049 Acres, more or less.

PARCEL 2:

Commencing at the southeast corner of said parcel, said point being in common with the proposed north Right-of-Way line of West University Avenue as shown on Instrument Number 3861259, Official Records of Coconino County, from which the northeast corner of said parcel bears North 01°26'23" West, 234.93 feet (Basis of Bearing, North 01°29'57" West, 235.05 feet per R1);

Thence along the south line of said parcel, and said Right-of-Way line, South 89°18'19" West, 82.42 feet to the **POINT OF BEGINNING;**

Thence leaving said south line, and said Right-of-Way line, North 76°08'34" West, 62.01 feet to a point on the west line of said parcel;

Thence along said west line, South 01°47'31" East, 15.58 feet to the southwest corner of said parcel, said point being in common with said Right-of-Way line;

Thence along said south line, and said Right-of-Way line, North 89°18'19" East, 59.72 feet to the **POINT OF BEGINNING;**

Containing 465 square feet, or 0.011 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

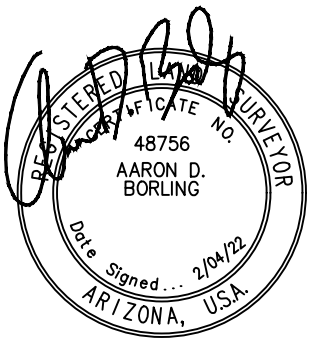
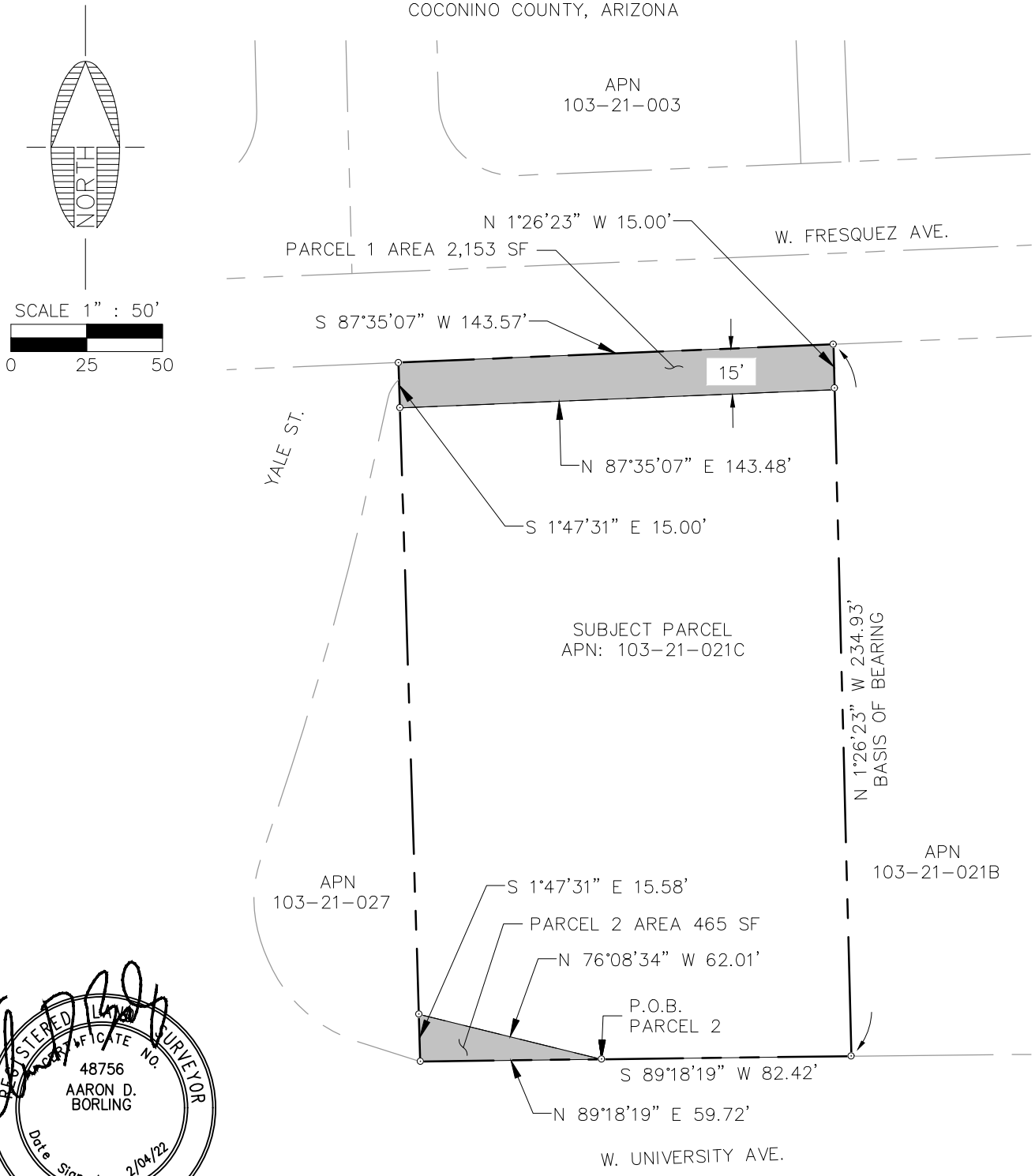
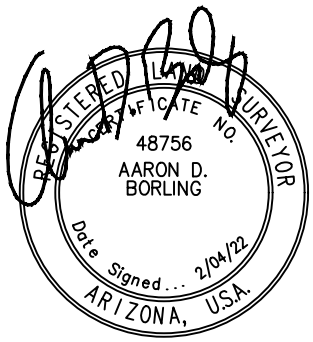


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA





NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-3:58pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-31 103-21-021C_WESTSIDE PROPERTY LLC_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 1 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1) Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the south line of said Lot 1, said point being in common with the north Right-of-Way line of West University Avenue, from which the southeast corner of said parcel bears North 87°36'18" East, 87.47 feet (Basis of Bearing North 87°37'05" East, 86.61 feet per R1) and the **POINT OF BEGINNING;**

Thence along said south line, and said Right-of-Way line, North 87°36'18" East, 71.13 feet;

Thence leaving said south line, and said Right-of-Way line, North 02°23'42" West, 2.00 feet;

Thence South 89°27'08" West, 67.73 feet;

Thence North 10°58'41" West, 31.12 feet;

Thence South 89°20'47" West, 17.75 feet;

Thence North 19°03'10" West, 19.51 feet to a point on the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said Right-of-Way line South 01°29'47" East, 28.79 feet to a point beginning of a tangent curve concave to the northeast having a radius of 25.00 feet and a central angle of 90°53'55";

Thence continuing along said Right-of-Way and southeasterly along said curve, 39.66 feet to the **POINT OF BEGINNING;**

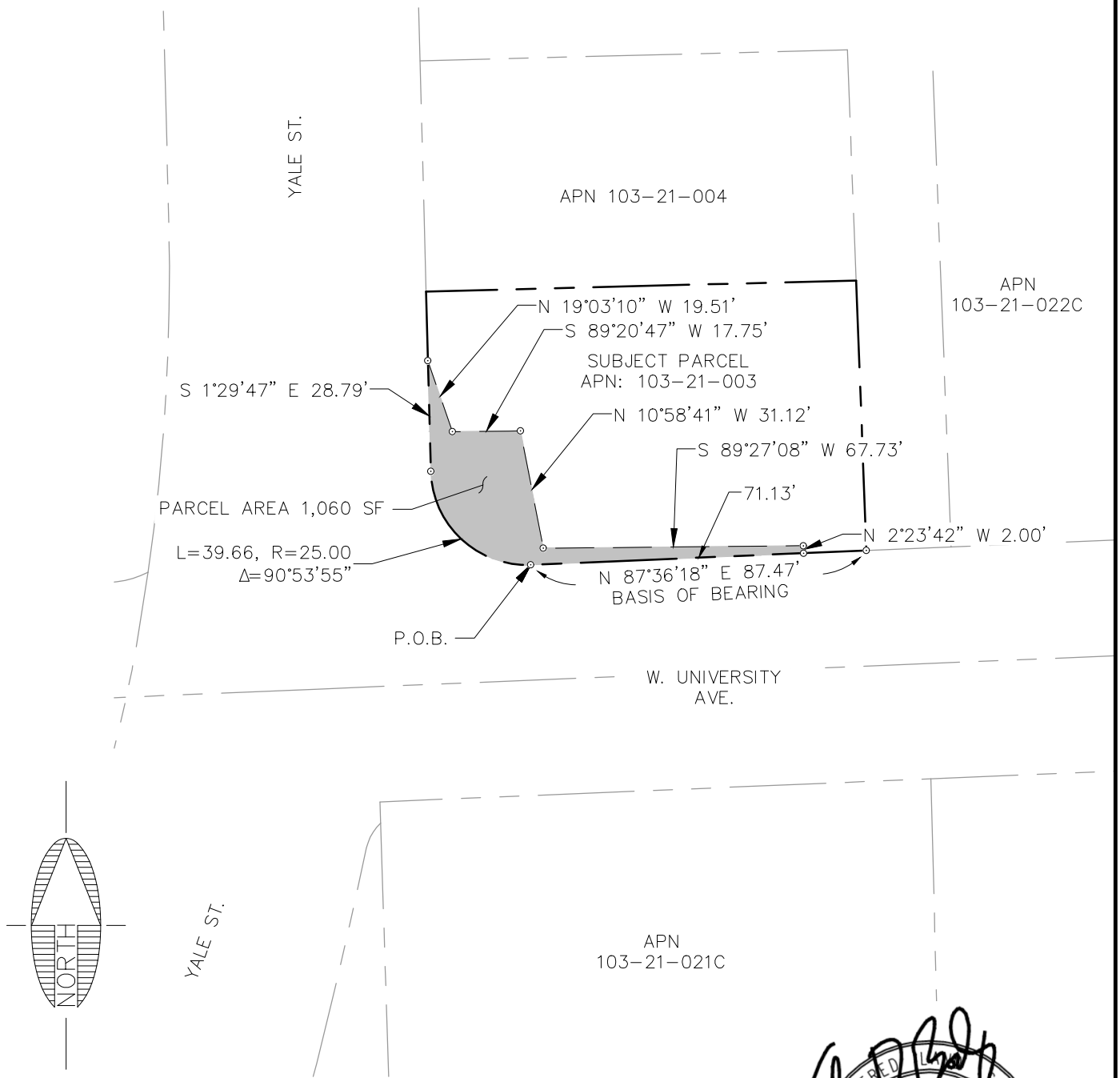
Containing 1,060 square feet, or 0.024 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-33 103-21-003_MGS UNIVERSITY LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:44pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 2 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1);

Thence along the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, North 01°29'47" West, 2.56 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 21.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 21.00 feet to a point on said west line, and said Right-of-Way line, hereinafter referred to as 'Point A';

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

Containing 168 square feet, or 0.004 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said west line and said Right-of-Way line, North 01°29'47" West, 45.95 feet to the **POINT OF BEGINNING;**

Thence leaving said west line and said Right-of-Way line, North 88°30'13" East, 17.00 feet;

Thence North 01°29'47" West, 4.00 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 17.00 feet to a point on said Right-of-Way line, and the northwest corner of said parcel;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

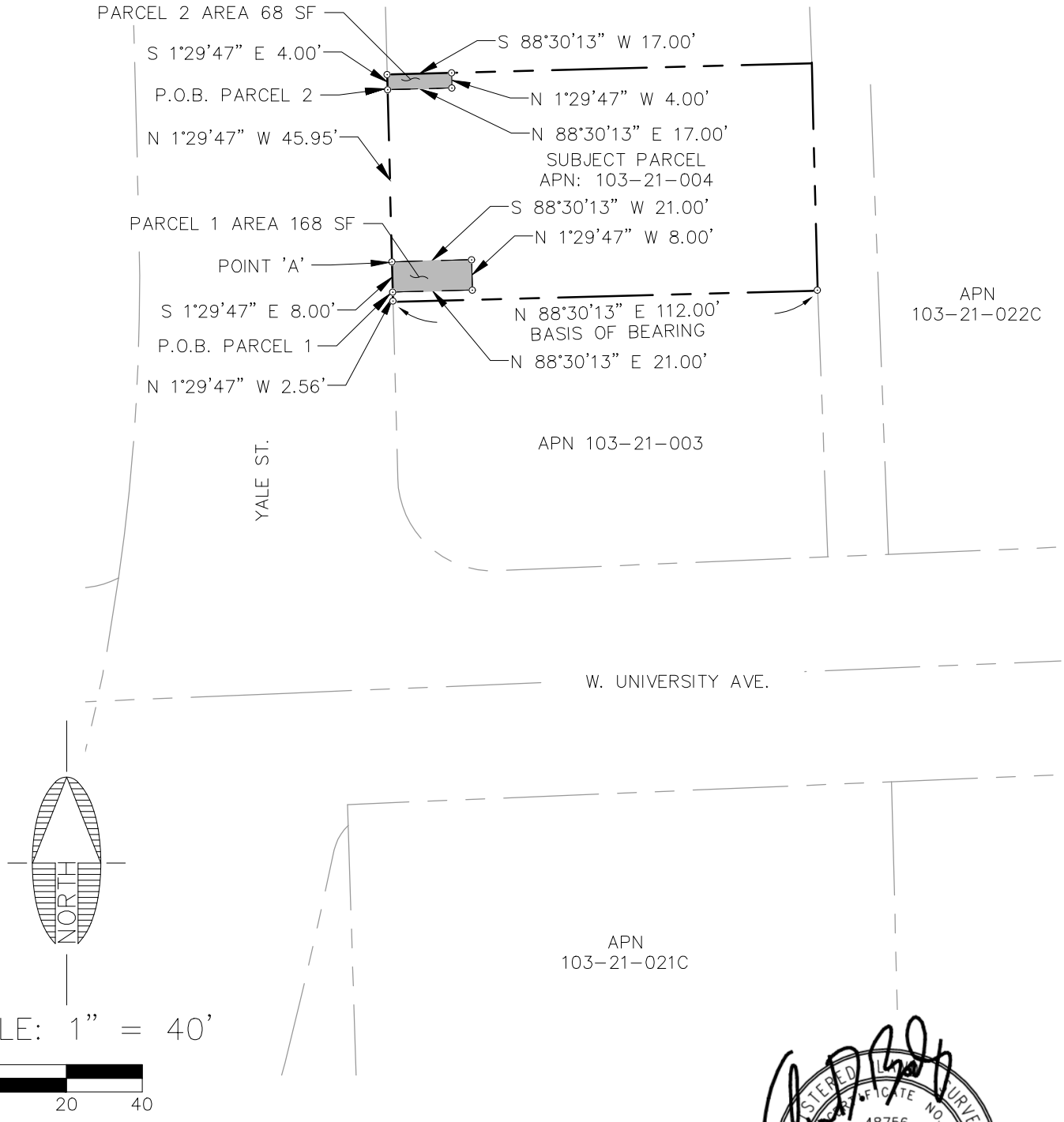
Containing 68 square feet, or 0.002 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-34 103-21-004_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:39pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 3 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1) and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 17.00 feet;

Thence leaving said south line, North 01°29'00" West, 4.00 feet;

Thence South 88°30'13" West, 17.00 feet to a point on the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, hereinafter referred to as 'Point A';

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

Containing 68 square feet, or 0.002 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said west line, and said Right-of-Way line, North 01°29'47" West, 46.19 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 18.38 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 18.38 feet to a point on said west line, and said Right-of-Way line;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

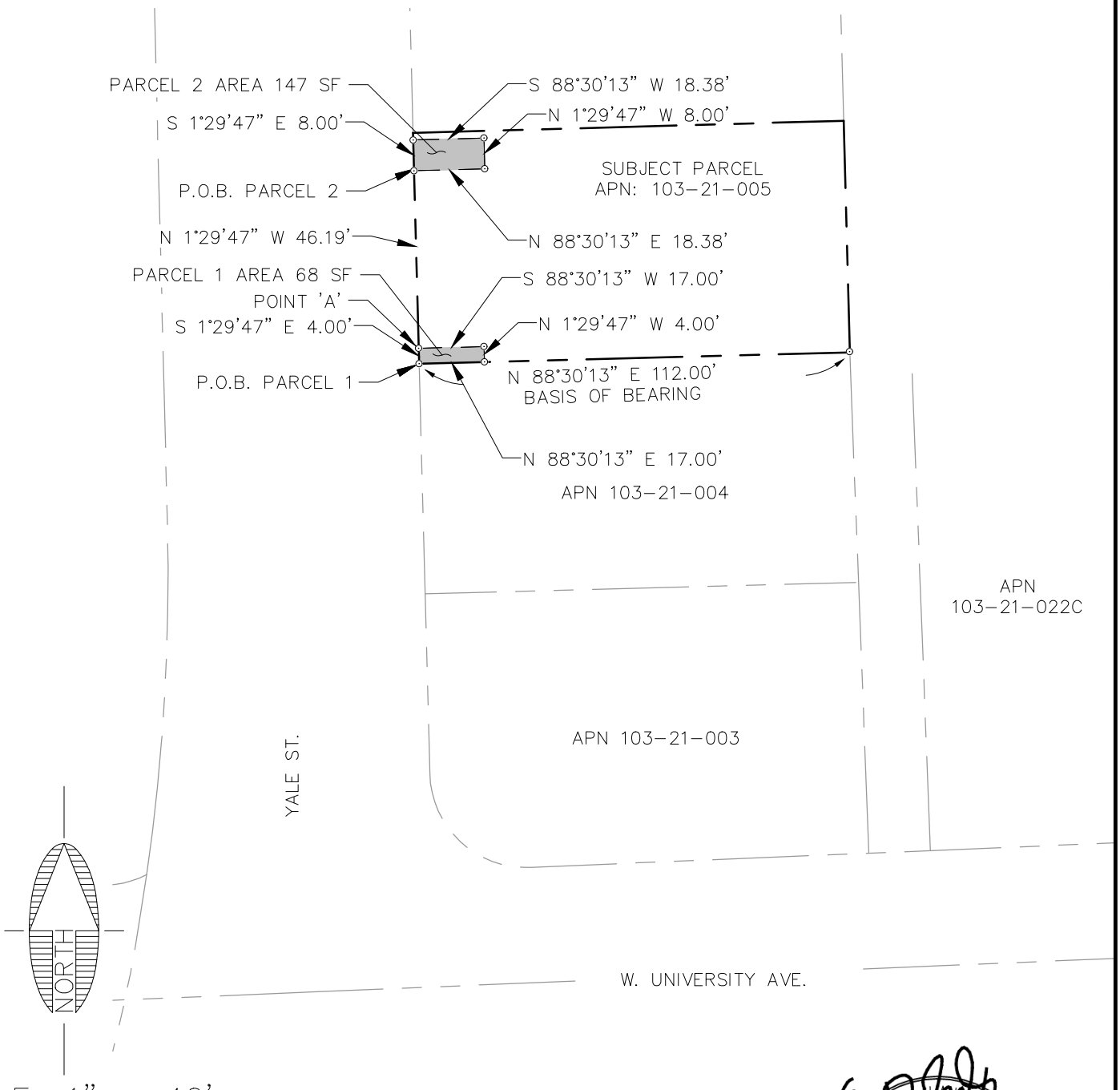
Containing 147 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-35 103-21-005_DANIEL & DIANE BORDEN_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:38pm

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 1278, Page 400, and in Instrument Number 3940309, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 00°04'00" West, 59.99 feet, to a point on the south Right-of-Way line of West University Drive, said point being in common with the northerly line of said parcel, and the **TRUE POINT OF BEGINNING;**

Thence leaving said Right-of-Way line and said northerly line, South 01°21'41" East, 14.32 feet;

Thence South 47°31'20" West, 28.42 feet;

Thence South 00°09'55" West, 40.29 feet;

Thence South 88°31'39" West, 0.80 feet to a point on the easterly Right-of-Way line of South Milton Road, and the westerly line of said parcel;

Thence along said Right-of-Way line and said westerly line, North 01°28'21" West, 48.30 feet to the beginning of a tangent curve concave to the southeast, having a radius of 25.00 feet and being subtended by a chord which bears North 41°43'26" East, 34.23 feet;

Thence continuing along said Right-of-Way line, and along the northwesterly line of said parcel, and northeasterly along said curve, 37.70 feet through a central angle of 86°23'36" to the **TRUE POINT OF BEGINNING;**

Containing 494 square feet, or 0.011 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

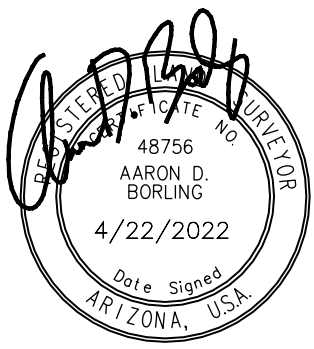
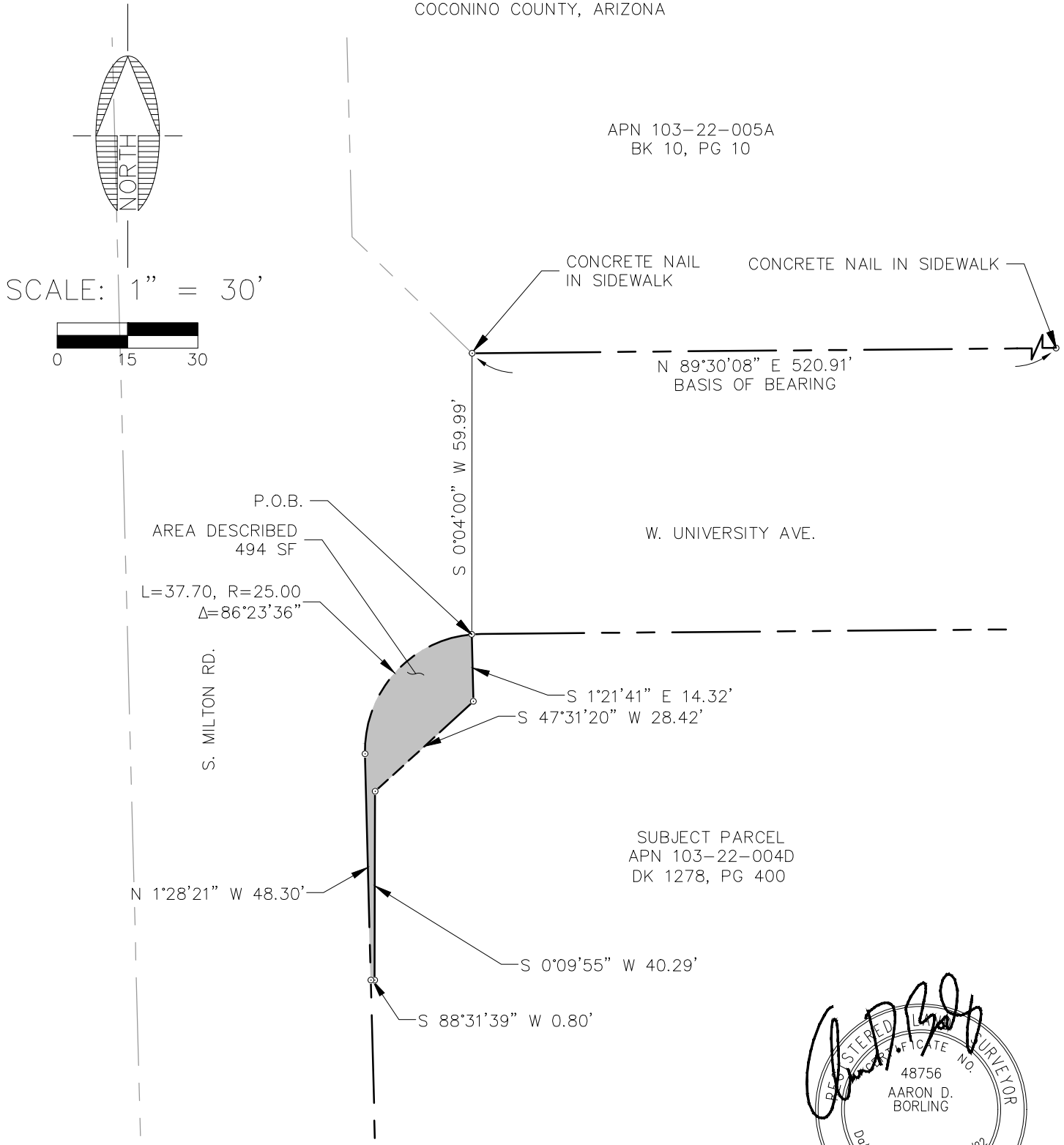


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/22/22
ARIZONA U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-11:27am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-36 103-22-004D ROW TO ADOT EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING;**

Containing 882 square feet, or 0.02 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

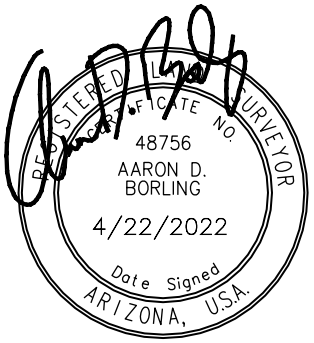
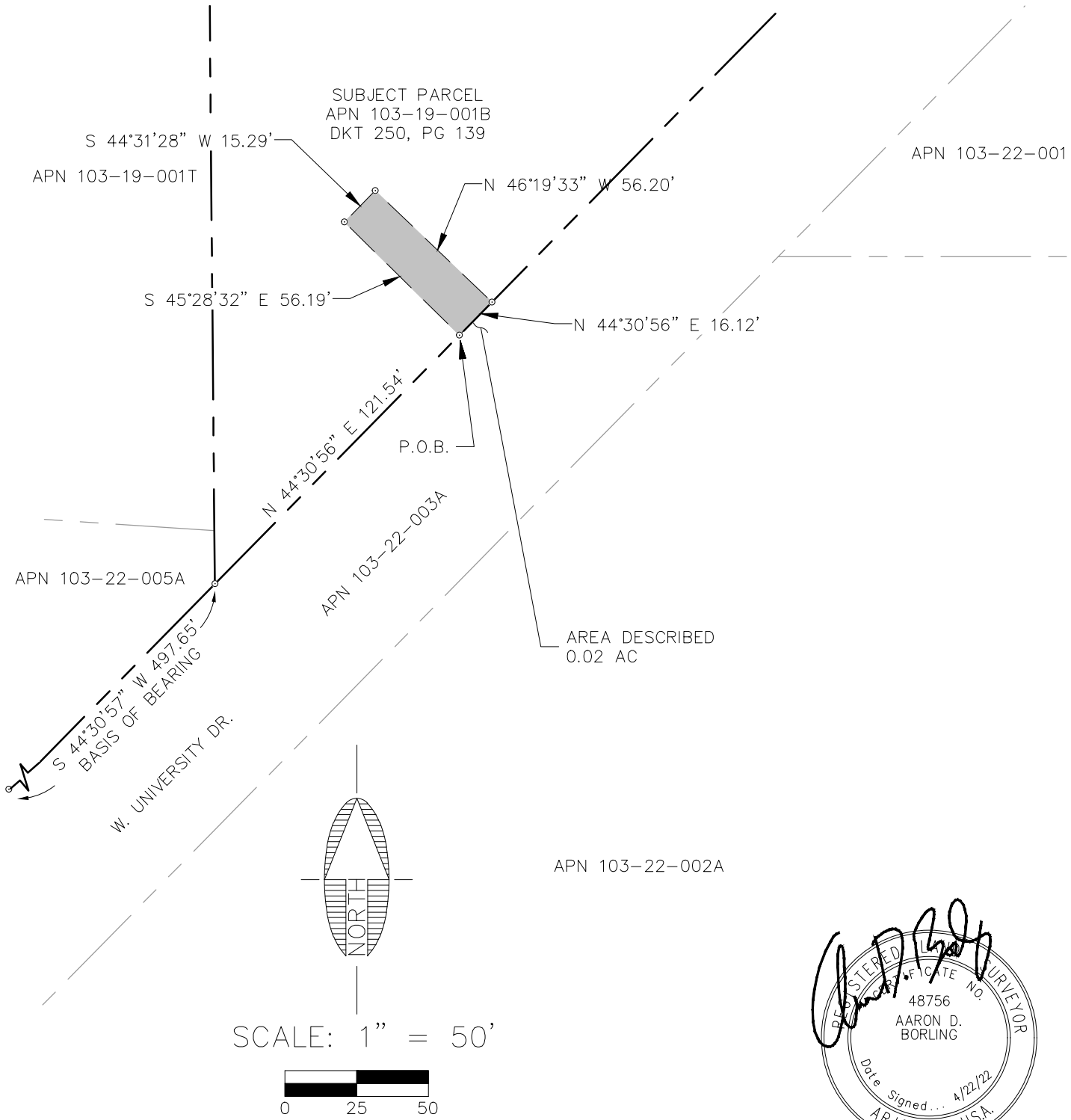


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
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JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-10:33am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\103-19-001B Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Parcel 1:

Commencing at a point on the south line of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and the **POINT OF BEGINNING**;

Thence along said Right-of-Way line, North 89°30'08" East, 520.91 feet (Basis of Bearing) to a found concrete nail and tag in sidewalk;

Thence leaving said Right-of-Way line, North 81°52'07" West, 23.33 feet;

Thence South 89°30'08" West, 176.02 feet;

Thence North 54°04'48" West, 8.58 feet;

Thence South 89°34'59" West, 54.72 feet;

Thence South 57°37'22" West, 9.79 feet;

Thence South 89°30'08" West, 253.43 feet;

Thence South 1°21'41" West, 2.00 feet to a point on the southwesterly line of said parcel;

Thence along said southwesterly line, South 45°51'59" East, 2.13 feet to the **POINT OF BEGINNING**;

Containing 2,107 square feet, or 0.048 Acres, more or less.

Parcel 2:

Commencing at a point on the southerly line of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence along the southwesterly line of said parcel North 45°51'59" West, 2.13 feet;

Thence leaving said southwesterly line, North 1°21'41" West, 2.00 feet to the **POINT OF BEGINNING**;

Thence North 1°21'41" West, 24.43 feet;

Thence North 88°38'19" East, 143.17 feet;

Thence South 89°22'35" East, 11.18 feet;

Thence South 89°22'57" East, 109.11 feet;

Thence North 43°38'19" East, 2.03 feet;

Thence South 90°00'00" East, 54.76 feet;

Thence South 46°21'41" East, 12.18 feet;

Thence South 87°34'30" East, 92.26 feet;

Thence South 81°52'07" East, 80.19 feet;

Thence South 89°30'08" West, 176.02 feet;

Thence North 54°04'48" West, 8.58 feet;

Thence South 89°34'59" West, 54.72 feet;

Thence South 57°37'22" West, 9.79 feet;

Thence South 89°30'08" West, 253.43 feet to the **POINT OF BEGINNING**;

Containing 9,798 square feet, or 0.225 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

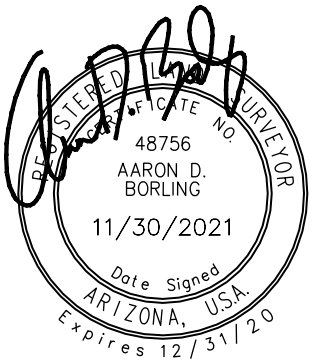
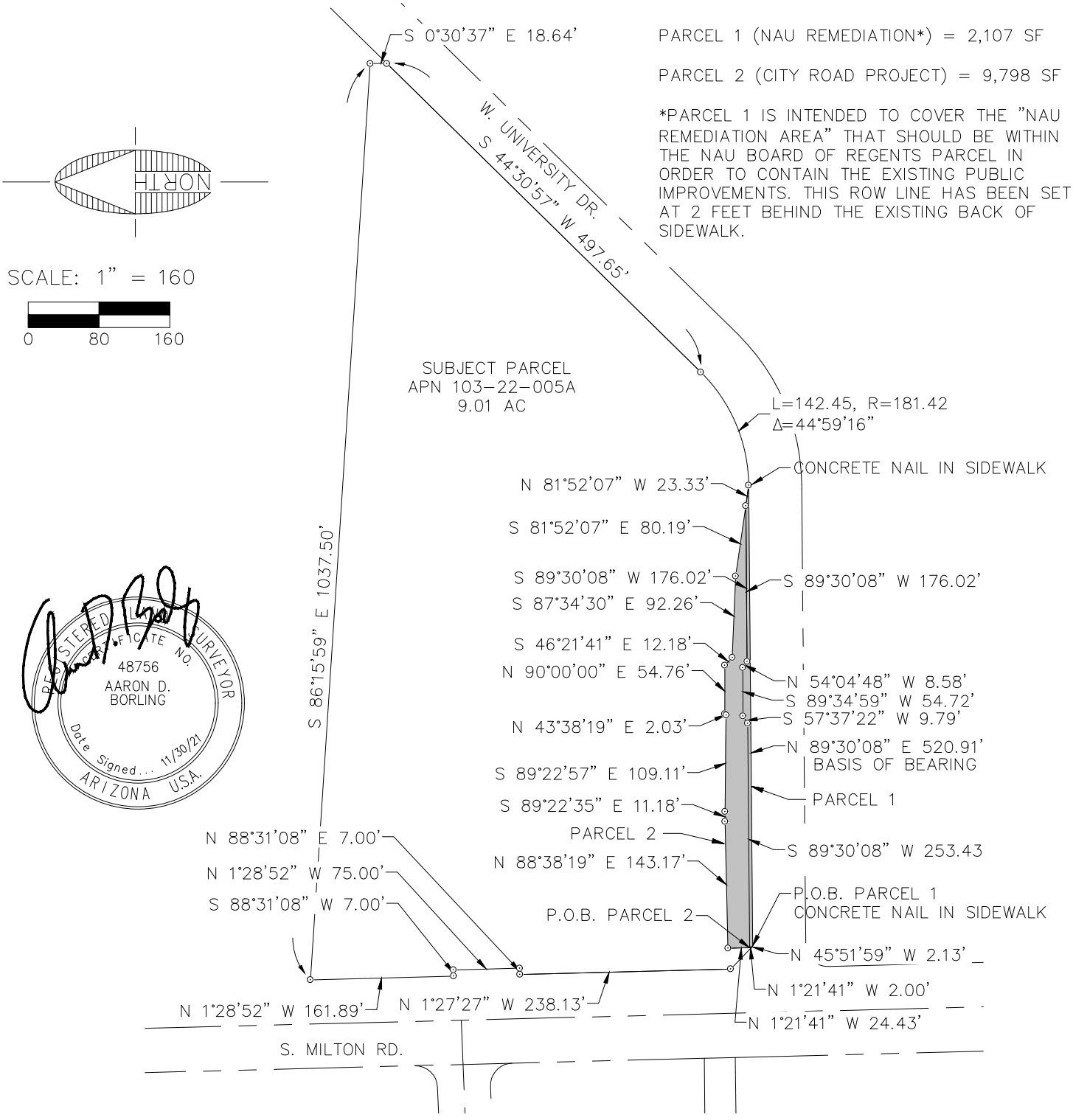


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=160'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

PLOTTED: Nov 30, 2021 - 2:51pm
FILE: P:\2018\18121\Survey\Legal Descriptions\TARGET CITY RD ROW EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the southerly line of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly line of said parcel, North 45°51'59" West, 35.80 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 6.42 feet to the **POINT OF BEGINNING;**

Thence North 01°27'27" West, 26.79 feet;

Thence North 88°40'23" East, 37.63 feet;

Thence South 80°10'25" East, 134.28 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 10.50 feet and being subtended by a chord which bears South 60°47'27" East 10.04 feet;

Thence southeasterly along said curve, 10.47 feet through a central angle of 57°08'39";

Thence North 89°22'35" West, 11.18 feet;

Thence South 88°38'19" West, 143.17 feet;

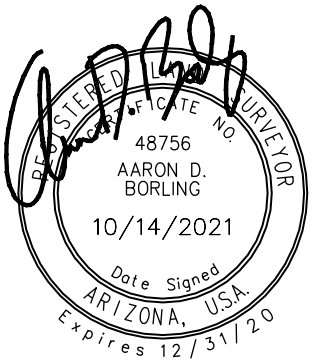
Thence North 01°21'41" West, 3.66 feet;

Thence South 89°28'30" West, 23.52 feet to the POINT OF BEGINNING;

Containing 3,417 square feet, or 0.078 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



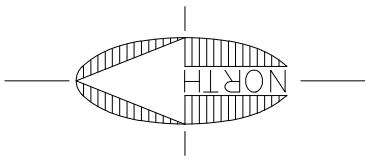
PLOTTED: Oct 14, 2021–10:01am

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\TARGET PED UP EXHIBIT B.dwg SWI–C3D–2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	23.52	S89° 28' 30"W
L2	3.66	N01° 21' 41"W



SCALE: 1" = 160

0 80 160

S 0°30'37" E 18.64'

S 44°30'57" W 497.65'

L=142.45, R=181.42
Δ=44°59'16"

CONCRETE NAIL
IN SIDEWALK

W. UNIVERSITY DR.

S 86°15'59" E 1037.50'

SUBJECT PARCEL
APN 103–22–005A
9.01 AC

N 89°30'08" E 520.91
BASIS OF BEARING

L=10.47, R=10.50
Δ=57°08'39"

N 89°22'35" W 11.18'

S 80°10'25" E 134.28'

N 88°40'23" E 37.63'

S 88°38'19" W 143.17'

N 88°31'08" E 7.00'

N 1°28'52" W 75.00'

S 88°31'08" W 7.00'

L2

L1

CONCRETE NAIL
IN SIDEWALK

N 45°51'59" W 35.80'

N 1°28'52" W 161.89'

N 1°27'27" W 204.92'

N 1°27'27" W 26.79'

N 1°27'27" W 6.42'

S. MILTON RD.

P.O.B.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 10/14/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=160'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, a found concrete nail and tag in sidewalk, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, and along the southwesterly property line of said parcel, North 45°51'59" West, 35.80 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 67.16 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°27'27" West, 26.00 feet;

Thence leaving said Right-of-Way line, North 88°40'23" East, 199.49 feet;

Thence South 1°25'47" East, 91.75 feet;

Thence North 89°22'57" West, 26.02 feet;

North 1°25'47" West, 64.87 feet;

Thence South 88°40'23" West, 173.48 feet to the **POINT OF BEGINNING;**

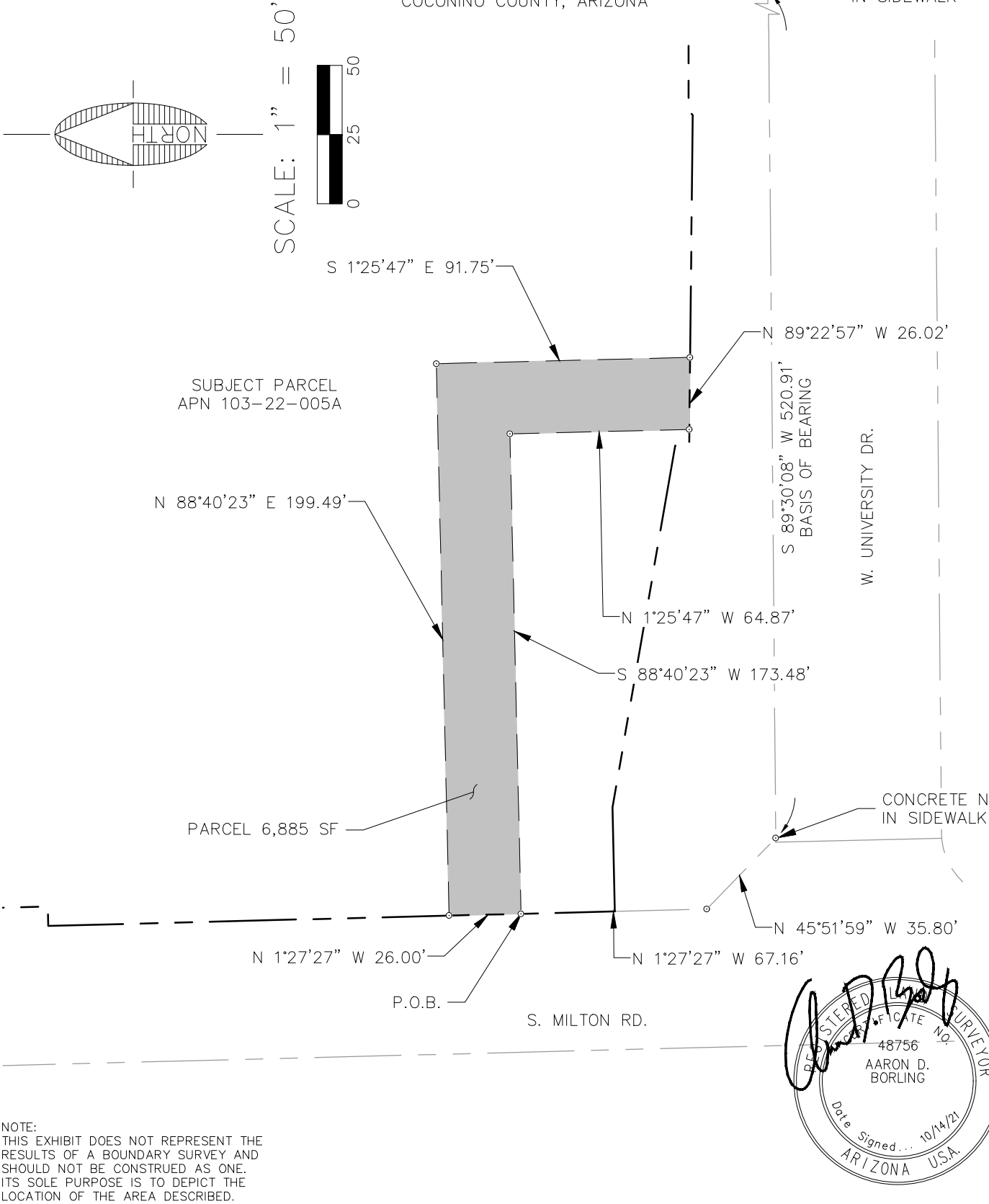
Containing 6,885 square feet, or 0.158 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 10/14/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 2019
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Oct 14, 2021-3:07pm
FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\PUE\103-22-005A_TARGET_PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found 1.5" aluminum cap on the east Right-of-Way line of South Milton Road, from which a found 3" ADOT brass cap on said Right-of-Way line bears North 01°27'27" West, 238.13 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 01°27'27" West, 33.21 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°27'27" West, 106.49 feet;

Thence leaving said Right-of-Way line, North 88°35'30" East, 5.85 feet;

Thence South 02°12'10" East, 106.51 feet;

Thence South 88°40'23" West, 7.23 feet to the **TRUE POINT OF BEGINNING;**

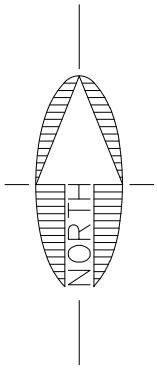
Containing 696 square feet, or 0.016 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

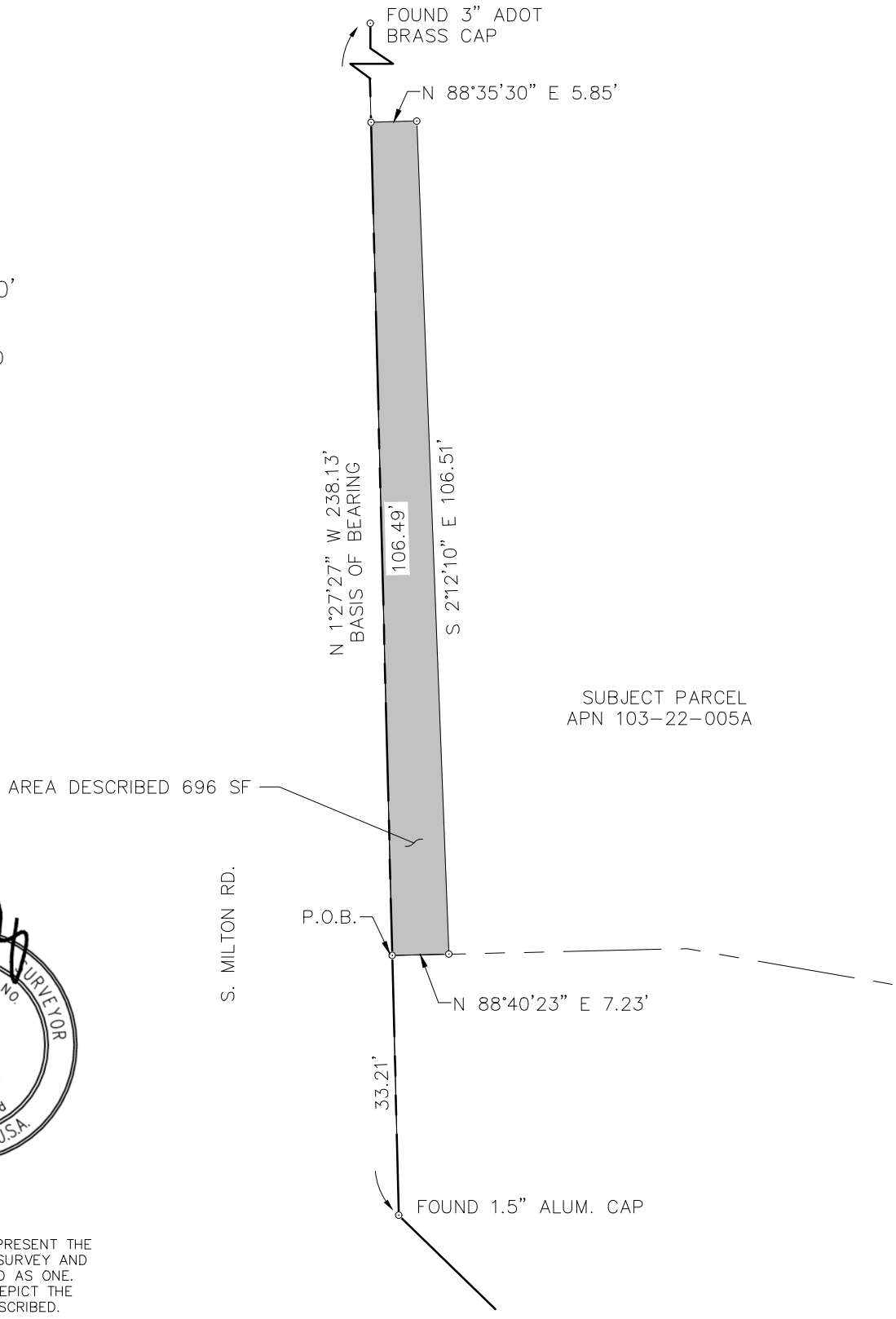
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 20'

0 10 20



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=20'
DRAWN	HAS
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:00pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-41 103-22-005A_TARGET_SIDEWALK EXHIBIT MILTON.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found 1.5" aluminum cap on the east Right-of-Way line of South Milton Road, from which a found 3" ADOT brass cap on said Right-of-Way line bears North 01°27'27" West, 238.13 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 01°27'27" West, 112.03 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°27'27" West, 29.67 feet;

Thence leaving said Right-of-Way line, North 88°32'33" East, 12.69 feet;

Thence South 01°27'27" East, 29.67 feet;

Thence South 88°32'33" West, 12.69 feet to the **TRUE POINT OF BEGINNING;**

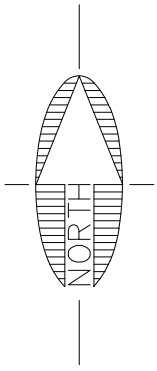
Containing 377 square feet, or 0.009 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 30'

0 15 30

FOUND 3" ADOT
BRASS CAP

N 88°32'33" E 12.69'

AREA = 377 SF

29.67'

S 1°27'27" E 29.67'

P.O.B.

SUBJECT PARCEL
APN 103-22-005A
9.01 AC

S 88°32'33" W 12.69'

S. MILTON RD.

BASIS OF BEARING
N 1°27'27" W 238.13'

112.03'

8.60'

23.33'

8.60'

EX. NAIPTA BUS
STOP EASEMENT
INST. #3693527
(TO BE ABANDONED)

FOUND 1.5"
ALUMINUM CAP

N 45°51'59" W 35.80'

FOUND CONCRETE NAIL
IN SIDEWALK

W. UNIVERSITY DR.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=30'
DRAWN	HAS
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:02pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-42 TARGET BUS STOP EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
10/14/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and as described in Instrument Number 3732791, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the northerly Right-of-Way line of West University Avenue, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line, South 44°30'57" West, 163.52 feet to the **POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 44°30'57" West, 334.00 feet to the beginning of a tangent curve concave to the north, having a radius of 181.42 feet;

Thence continuing along said Right-of-Way line, and westerly along said curve, 142.45 feet through a central angle of 44°59'15";

Thence continuing along said Right-of-Way line, North 81°52'07" West, 50.41 feet;

Thence leaving said Right-of-Way line, North 89°05'15" East, 51.56 feet to the beginning of a tangent curve concave to the north, having a radius of 180.00 feet;

Thence easterly along said curve, 138.07 feet through a central angle of 43°56'54";

Thence North 44°29'37" East, 315.43 feet;

Thence North 8°22'58" West, 8.73 feet;

Thence North 44°40'15" East, 9.80 feet;

Thence South 45°29'03" East, 14.21 feet to the **POINT OF BEGINNING;**

Containing 3,784 square feet, or 0.087 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

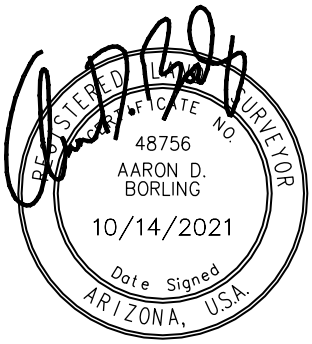
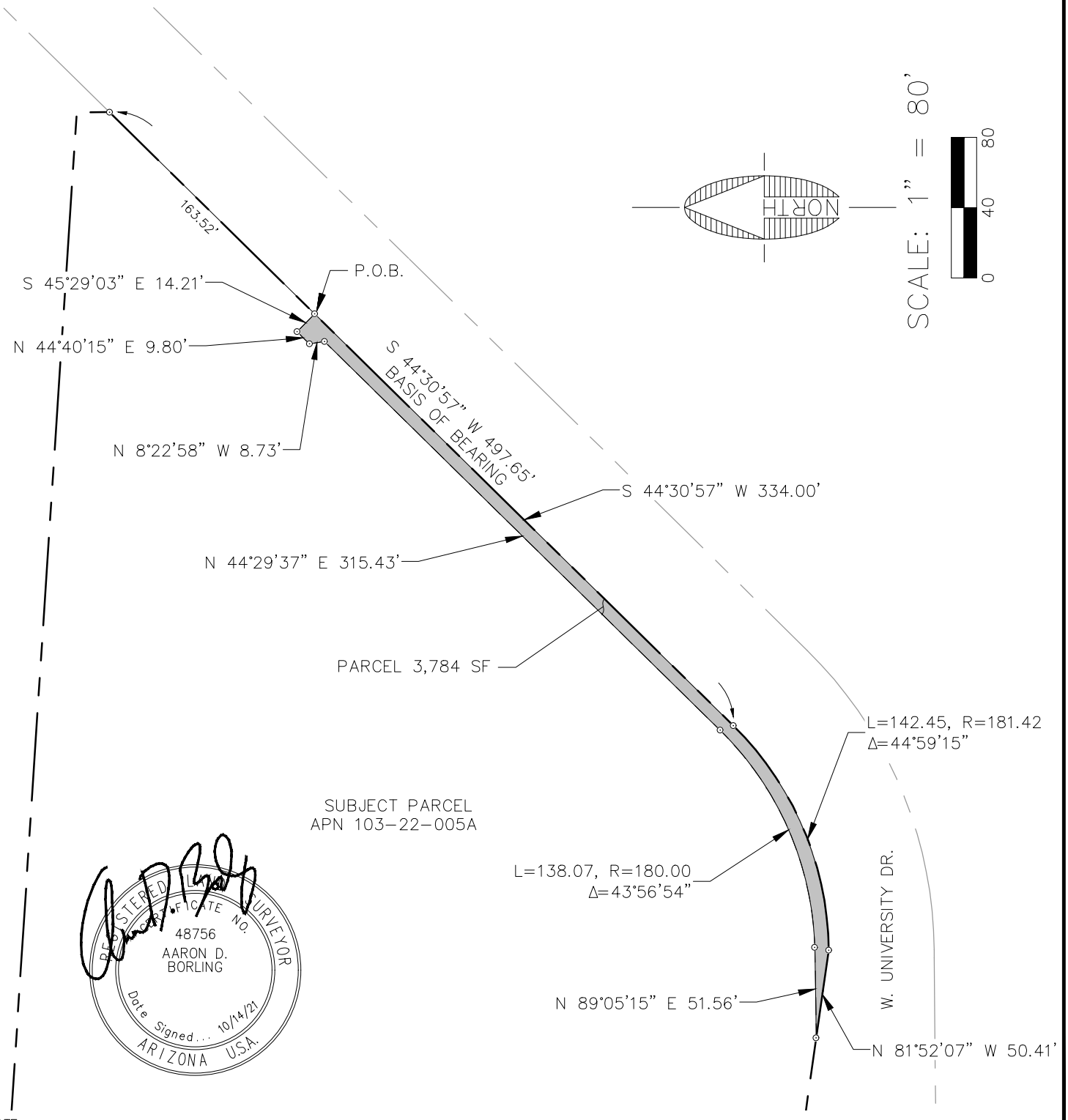


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 10/14/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	OCT 21
SCALE	1"=80'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\192.168.1.15\projects\2018\18121\Survey\Legal Descriptions\2021-08-13 Legal Description Exhibits\Sidewalk easement\103-22-005A_TARGET_SIDEWALK EXHIBIT UNIVERSITY.dwg PSWITCH 10/14/2021 4:31pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 Official Records of Coconino County, lying within the southwest quarter of Section 21,Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at a point on the northwesterly Right-of-Way line of West University Avenue, from which a point on said Right-of-Way line bears North 44°30'57" East, 497.65 feet (Basis of Bearing) and the beginning of a tangent curve concave to the north having a radius of 181.42 feet and a central angle of 44°59'16";

Thence along said Right-of-Way line, and westerly along said curve 142.45 feet;

Thence leaving said Right-of-Way line, North 81°52'07" West, 71.49 feet to the **TRUE POINT OF BEGINNING;**

Thence North 60°13'07" West, 41.45 feet;

Thence South 02°25'30" West, 15.86 feet to a point hereinafter referred to as 'Point A';

Thence North 87°34'30" West, 4.95 feet;

Thence South 81°52'07" East, 32.02 feet, to the **TRUE POINT OF BEGINNING;**

Containing 284 square feet, or 0.007 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence North 87°34'30" West, 42.11 feet to the **TRUE POINT OF BEGINNING;**

Thence North 10°27'12" West, 14.55 feet;

Thence South 79°32'48" West, 10.00 feet;

Thence South 10°27'12" East, 12.27 feet, to a point hereinafter referred to as 'Point B';

Thence South 87°34'30" East, 10.26 feet, to the **TRUE POINT OF BEGINNING;**

Containing 134 square feet, or 0.003 Acres, more or less.

PARCEL 3:

Commencing from the aforementioned 'Point B';

Thence North 87°34'30" West, 34.95 feet;

Thence North 46°21'41" West, 12.18 feet to the **TRUE POINT OF BEGINNING;**

Thence North 83°42'11" West, 54.70 feet;

Thence North 90°00'00" West, 77.65 feet;

Thence North 01°09'33" West, 96.00 feet;

Thence South 88°40'19" West, 160.25 feet;

Thence North 01°20'07" West, 41.12 feet;

Thence South 88°36'41" West, 51.68 feet, to a point on the easterly Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, South 01°27'27" East, 111.51 feet;

Thence leaving said Right-of-Way line, North 88°40'23" East, 37.63 feet;

Thence South 80°10'25" East, 132.64 feet;

Thence South 00°00'00" East, 5.07 feet;

Thence South 89°22'57" East, 119.50 feet;

Thence North 43°38'19" East, 2.03 feet;

Thence North 90°00'00" East, 54.76 to the **TRUE POINT OF BEGINNING;**

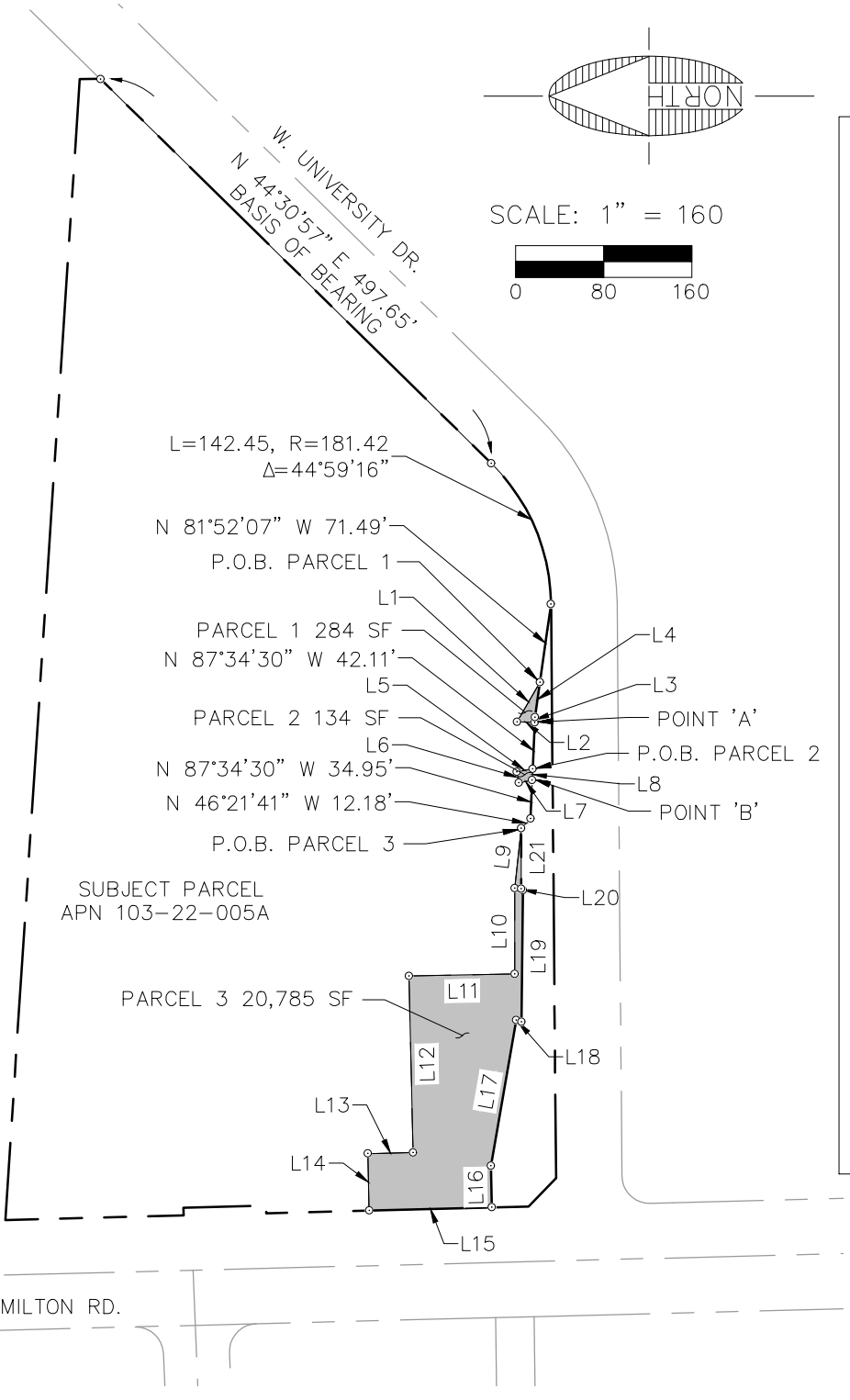
Containing 20,785 square feet, or 0.48 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



Line Table		
Line #	Length	Direction
L1	41.45	N60°13'07"W
L2	15.86	S2°25'30"W
L3	4.95	S87°34'30"E
L4	32.02	S81°52'07"E
L5	14.55	N10°27'12"W
L6	10.00	S79°32'48"W
L7	12.27	S10°27'12"E
L8	10.26	S87°34'30"E
L9	54.70	N83°42'11"W
L10	77.65	N90°00'00"W
L11	96.00	N1°09'33"W
L12	160.25	S88°40'19"W
L13	41.12	N1°20'07"W
L14	51.68	S88°36'41"W
L15	111.51	S1°27'27"E
L16	37.63	N88°40'23"E
L17	132.64	S80°10'25"E
L18	5.07	S0°00'00"E
L19	119.50	S89°22'57"E
L20	2.03	N43°38'19"E
L21	54.76	N90°00'00"E

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.

JOB NO.	18121
DATE	AUG 22
SCALE	1"=160'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 3 OF 3

PLOTTED: Aug 02, 2022-5:14pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-44 103-22-005A_TARGET_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown on Instrument Number 3861259, and described in Docket 1036, Page 592, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found aluminum cap marked RLS 48756 on the west Right-of-Way line of South Milton Road, said point being in common with the southeast corner of said parcel, from which a found 1- inch rebar with tag marked RLS 48756 at the southwest corner of said parcel bears South 89°24'36" West, 249.73 feet (Basis of Bearing) and the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 1°28'21" West, 217.34 feet to the beginning of a tangent curve concave to the southwest having a radius of 25.00 feet and a central angle of 34°13'13";

Thence continuing along said Right-of-Way line, and northwesterly along said curve, 14.93 feet;

Thence leaving said Right-of-Way line, South 12°54'08" West, 8.81 feet;

Thence South 01°24'26" East, 33.79 feet;

Thence South 43°35'58" West, 7.07 feet;

Thence South 01°24'26" East, 54.57 feet;

Thence South 46°24'02" East, 7.07 feet;

Thence South 1°24'26" East, 124.39 feet to a point on the south line of said parcel;

Thence along said south line, North 89°24'36" East, 6.77 feet to the **TRUE POINT OF BEGINNING;**

Containing 1,805 square feet, or 0.04 Acres, more or less.

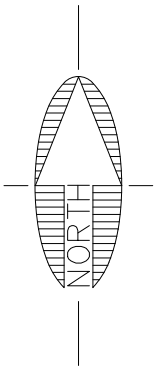
See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.



SCALE: 1" = 50

0 25 50

APN
103-21-022C

W. UNIVERSITY AVE.

L=14.93, R=25.00
Δ=34°13'13"

S 12°54'08" W 8.81'

S 1°24'26" E 33.79'

S 43°35'58" W 7.07'

S 1°24'26" E 54.57'

AREA DESCRIBED
1,805 SF

SUBJECT PARCEL
APN 103-21-021B

S 46°24'02" E 7.07'

APN
103-21-021C

S. MILTON RD.

N 1°28'21" W 217.34'

S 1°24'26" E 124.39'

S 89°24'36" W 249.73'
BASIS OF BEARING

N 89°24'36" E 6.77'

P.O.B.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:14pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-45 103-21-021B_BURGER KING MILTON_SIDEWALK EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
01/26/2022

A portion of that parcel of land as described in Docket 1036, Page 592, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from the northwest corner of said parcel bears North 01°26'23" East, 234.93 feet (Basis of Bearing), and the **POINT OF BEGINNING;**

Thence North 89°24'36" East, 245.96 feet;

Thence North 01°24'02" West, 8.50 feet;

Thence North 42°09'52" East, 2.90 feet;

Thence North 01°24'26" West, 9.09 feet to the beginning of a tangent curve concave to the southwest having a radius of 38.00 feet and a central angle of 15°30'47";

Thence northerly along said curve, 10.29 feet;

Thence North 16°55'13" West, 7.80 feet to the beginning of a tangent curve concave to the northeast having a radius of 42.00 feet and a central angle of 15°30'47";

Thence northerly along said curve, 11.37 feet;

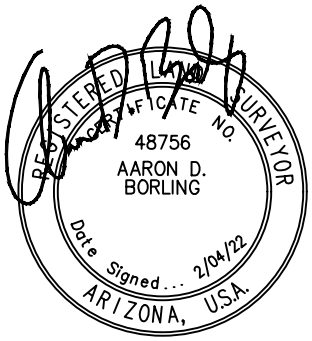
Thence North 01°24'26" West, 174.20 feet;

Thence North 43°35'58" East, 6.28 feet, to a point on the northerly line of said parcel and the southerly Right-of-Way line of West University Avenue, said point being the beginning of a non-tangent curve concave to the southwest having a radius of 25.00 feet and a central angle of 67°26'54" and being subtended by a chord which bears North 58°38'47" West, 27.74 feet;

Thence along said northerly line, and said Right-of-Way line, and northwesterly along said curve, 29.43 feet;

Thence continuing along said northerly line, and said Right-of-Way line, South 87°37'03" West, 224.19 feet, to the northwest corner of said parcel;

Thence along the west line of said parcel, South 01°26'23" East, 14.43 feet;



Thence leaving said west line, North 87°23'32" East, 222.76 feet;

Thence South 63°11'35" East, 13.58 feet;

Thence South 01°47'20" East, 203.39 feet;

Thence South 89°24'36" West, 235.94 feet to a point on said west line;

Thence along said west line, South 01°26'23" East, 18.72 feet to the **POINT OF BEGINNING;**

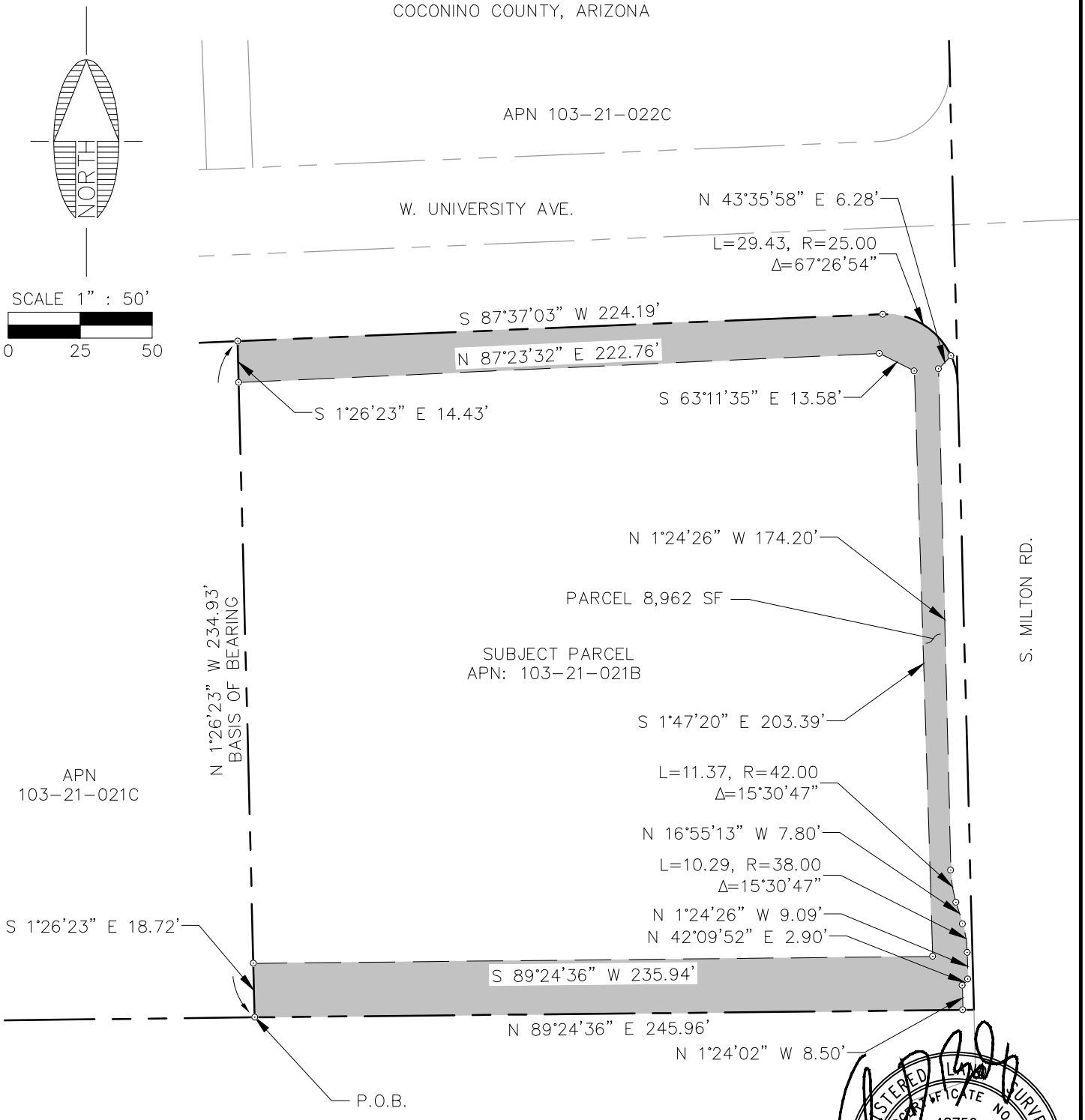
Containing 9,732 square feet, or 0.223 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 2/04/22
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	FEB 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Feb 04, 2022-5:00pm
FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-01-26 Check Set\BU-46 103-21-021B_BURGER KING_TCE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as shown in Instrument Number 3861259, and as described in Docket 1036, Page 592, Official Records of Coconino County, lying within the southwest quarter of Section21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at a found aluminum cap marked RLS 48756 on the west Right-of-Way line of South Milton Road, said point being in common with the southeast corner of said parcel, from which a found 1- inch rebar with tag marked RLS 48756 at the southwest corner of said parcel bears South 89°24'36" West, 249.73 feet (Basis of Bearing) and the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, North 01°28'21" West, 10.00 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of Way line, South 89°24'36" West, 13.35 feet;

Thence South 00°59'42" East, 10.00 feet to a point on the southerly line of said parcel;

Thence along said southerly line, North 89°24'36" East, 13.44 feet to the **TRUE POINT OF BEGINNING.**

Containing 134 square feet, or 0.003 acres more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said Right-of-Way line, North 01°28'21" West, 5.22 feet **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 01°28'21" West, 6.00 feet;

Thence leaving said Right-of Way line, South 89°00'49" West, 9.92 feet;

Thence South 00°59'11" East, 6.00 feet;

Thence North 89°00'49" East, 9.97 feet to the **TRUE POINT OF BEGINNING.**

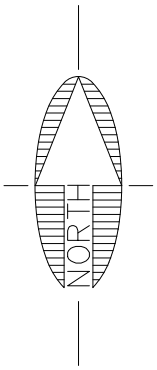
Containing 60 square feet, or 0.001 acres more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

APN 103-21-022C

W. UNIVERSITY AVE.

APN 103-21-021C

SUBJECT PARCEL
APN 103-21-021B

S. MILTON RD.

S 89°00'49" W 9.92'
S 0°59'11" E 6.00'
N 89°00'49" E 9.97'
S 89°24'36" W 13.35'
N 89°24'36" E 249.73'
BASIS OF BEARING
S 0°59'42" E 10.00'
N 89°24'36" E 13.44'

PARCEL 2
60 SF

N 1°28'21" W 6.00'
P.O.B. PARCEL 2
N 1°28'21" W 5.22'
POINT 'A'
N 1°28'21" W 10.00'
P.O.B. PARCEL 1

PARCEL 1
134 SF

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	HAS
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:15pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-47 & BU-66 103-21-021B_BURGER KING MILTON_PUE EXHIBIT B.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of the West University Avenue Right-of-Way as shown on the Final Plat for Mill Town Mixed-Use, Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a 5/8" rebar tagged 'ADOT NE COR LOC SER 1984' on the west Right-of-Way line of South Milton Road, from which an ADOT brass cap marked '7408+16.76 1960' on said west Right-of-Way line bears South 01°28'21" West, 909.92 feet (Basis of Bearing, R1), and the **POINT OF BEGINNING;**

Thence along said Right-of-Way line, South 01°28'21" East, 129.11 feet to a point in common with the southerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, North 45°16'07" West, 22.69 feet;

Thence continuing along said Right-of-Way line, South 88°38'19" West, 7.70 feet;

Thence leaving said Right-of-Way line, North 01°21'41" West, 116.50 feet;

Thence North 70°18'18" East, 24.40 feet to a point on the west Right-of-Way line of South Milton Road;

Thence along said Right-of-Way South 01°28'21" East, 11.42 feet to the **POINT OF BEGINNING;**

Containing 2,927 square feet, or 0.067 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

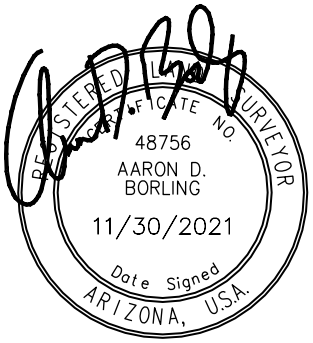
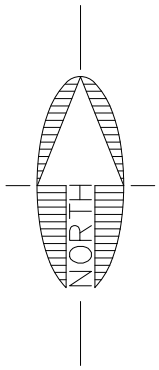


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50

0 25 50

APN 103-21-021B

APN 103-22-005A

N 70°18'18" E 24.40'

S 1°28'21" E 11.42'

P.O.B.

N 1°21'41" W 116.50'

129.11'

S 1°28'21" E 909.92'
BASIS OF BEARING

S. MILTON RD.

W. UNIVERSITY AVE.
INST. #3861259

W. UNIVERSITY AVE.

AREA DESCRIBED
2,927 SF

S 88°38'19" W 7.70'

N 45°16'07" W 22.69'

APN 103-22-004D

APN 103-21-024

7408+16.76

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Nov 30, 2021 - 9:20am
FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\ROW\COF ROW TO ADOT MILTON WEST EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of the West University Avenue Right-of-Way as shown on Book 10 of Surveys, Page 10, and Instrument Number 3728095, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the north Right-of-Way line of West University Avenue, from which a found concrete nail and tag in sidewalk bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence along the northerly prolongation of said Right-of-Way line, South 89°30'39" West, 1.50 feet to the **POINT OF BEGINNING;**

Thence continuing along the northerly prolongation of said Right-of-Way line, South 89°30'39" West, 23.55 feet to a point on the east Right-of-Way line of South Milton Road**;**

Thence along said Right-of-Way line, South 01°28'21" East, 85.35 feet to a point on the northwesterly line of that parcel of land as described in Docket 1278, Page 400, Official Records of Coconino County, and the beginning of a non-tangent curve concave to the southeast having a radius of 25.00 feet and being subtended by a chord which bears North 41°43'26" East 34.23 feet;

Thence along said northwesterly line, and northeasterly along said curve, 37.70 feet through a central angle of 86°23'36" to a point on the south Right-of-Way line of West University Avenue;

Thence leaving said Right-of-Way line, North 01°21'41" West, 60.00 feet to the **POINT OF BEGINNING;**

Containing 1,547 square feet, or 0.036 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

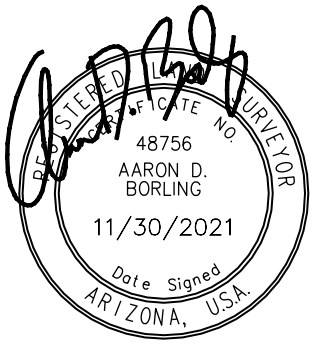
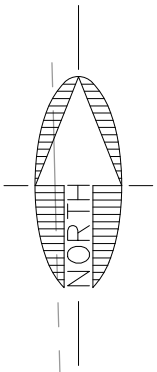


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 30'

0 15 30

APN 103-22-005A
BK 10, PG 10

S 89°30'39" W 1.50'

P.O.B.

CONCRETE NAIL IN SIDEWALK

CONCRETE NAIL IN SIDEWALK

S 89°30'39" W 23.55'

AREA DESCRIBED
1,547 SF

N 89°30'08" E 520.91'
BASIS OF BEARING

S 1°28'21" E 85.35'

N 1°21'41" W 60.00'

S. MILTON RD.

W. UNIVERSITY AVE.

SUBJECT PARCEL
APN 103-22-003A

L=37.70, R=25.00
Δ=86°23'36"

APN 103-22-004D
DK 1278, PG 400

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Nov 30, 2021-10:45am
FILE: P:\2018\18121\Survey\Legal Descriptions\2021-11 Legal Description Exhibits\ROW\NAU ROW TO ADOT MILTON EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
11/30/2021

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10 and Instrument Number 3728095, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a found concrete nail and tag in sidewalk on the south line of said parcel, said point being in common with northerly Right-of-Way line of West University Avenue, and from which a found concrete nail and tag in sidewalk on said south line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence along the southwesterly line of said parcel, North 45°51'59" West, 2.13 feet to the **POINT OF BEGINNING;**

Thence continuing along said southwesterly line, North 45°51'59" West, 33.67 feet to a found 1.5-inch aluminum cap on the east Right-of-Way line of South Milton Road;

Thence along said Right-of-Way line, North 01°27'27" West, 6.42 feet

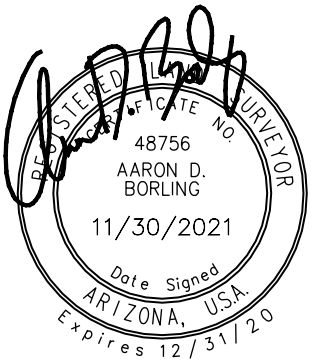
Thence leaving said Right-of-Way line, North 89°28'30" East, 23.62 feet;

Thence South 01°21'41" West, 30.09 feet to the **POINT OF BEGINNING;**

Containing 431 square feet, or 0.010 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

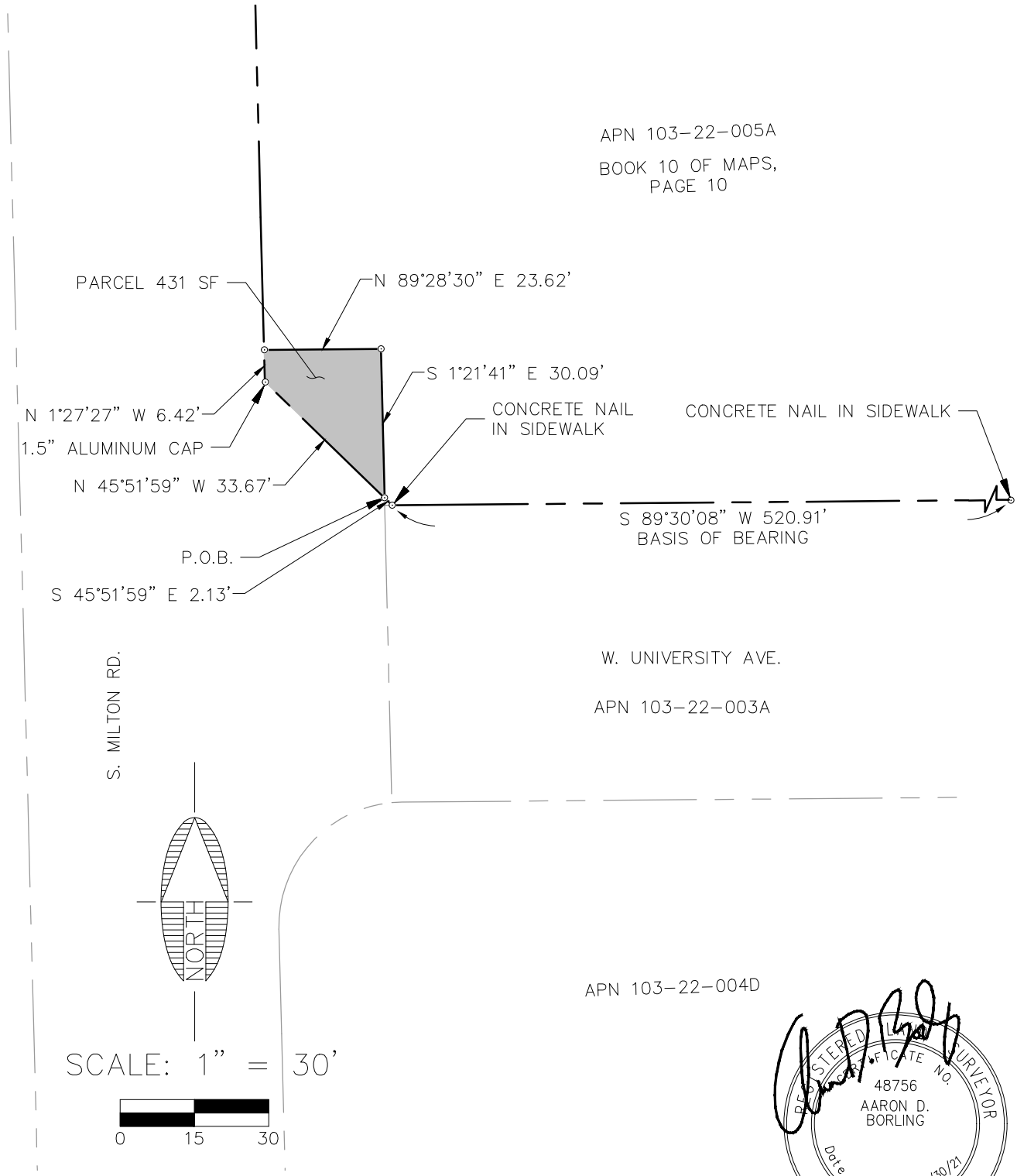
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Nov 30, 2021–10:59am
FILE: P:\2018\18121\Survey\Legal Descriptions\2021–11 Legal Description Exhibits\ROW\COF ROW TO ADOT MILTON EAST EXHIBIT.dwg SWI–C3D–2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 11/30/21
ARIZONA U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	NOV 21
SCALE	1"=30'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

LEGAL DESCRIPTION
Exhibit 'A'
#18121
9/18/2019

A portion of West University Avenue as shown on Instrument Number 3742956, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of that parcel of land as described in Instrument Number 3032368, Official Records of Coconino County, said point being in common with northerly Right-of-Way line of West University Avenue as shown on R1;

Thence along said Right-of-Way line, North 87°36'18" East (Basis of Bearing, R1), 124.40 feet to the **POINT OF BEGINNING**;

Thence continuing along said Right-of-Way line, North 87°36'18" East, 83.82 feet;

Thence leaving said Right-of-Way line, South 18°30'39" West, 27.66 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and being subtended by a chord which bears North 73°08'14" West, 78.34 feet;

Thence northwesterly along said curve 78.41 feet through a central angle of 08°30'31" to the **POINT OF BEGINNING**;

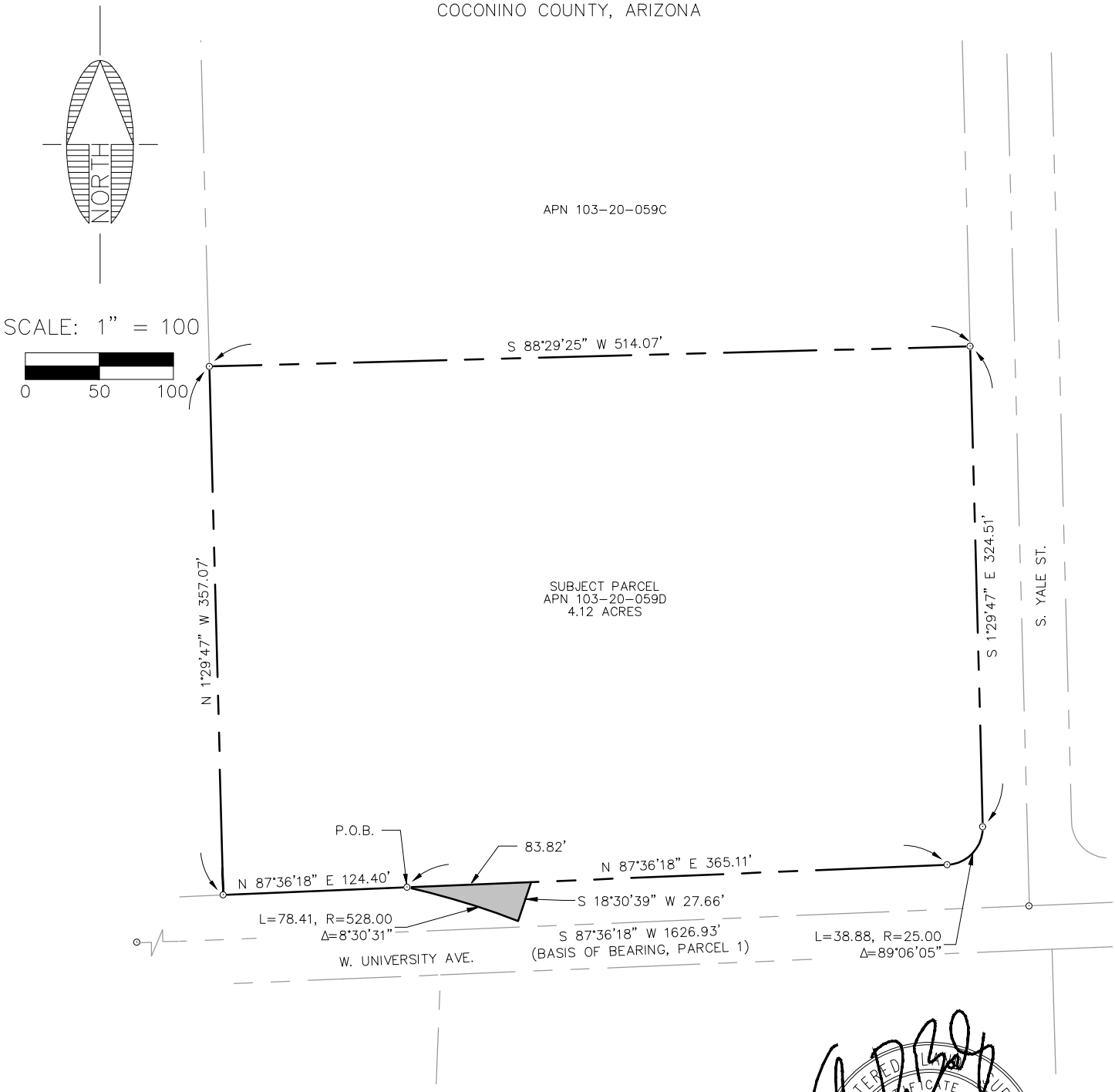
Containing 1,007 square feet, or 0.023 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	SEP 2019
SCALE	1"=100'
DRAWN	CNP
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Sep 19, 2019-8:29am
FILE: P:\2018\18121\Survey\Legal Descriptions\UNIVERSITY COF EXHIBIT B.dwg <<C3D_Imperial>>

LEGAL DESCRIPTION
Exhibit 'A'

A portion of West University Drive as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 80°58'10" West, 1.33 feet to the **TRUE POINT OF BEGINNING;**

Thence North 89°54'20" East, 370.05 feet;

Thence North 00°58'27" West, 2.80 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 89°54'20" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 00°58'27" East, 2.79 feet;

Thence North 89°01'33" East, 159.42 feet;

Thence North 68°45'34" East, 15.10 feet to a point on said Right-of-Way line, and the beginning of a non-tangent curve concave to the northwest having a radius of 181.42 feet and a central angle of 17°43'29" and being subtended by a chord bearing North 68°45'34" East, 55.90 feet;

Thence along said Right-of-Way line, and northeasterly along said curve, 56.12 feet;

Thence leaving said Right-of-Way line, North 68°45'34" East, 40.17 feet;

Thence North 44°20'05" East, 147.70 feet;

Thence North 45°37'31" West, 9.53 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 16.00 feet;

Thence leaving said Right-of-Way line, South 45°37'31" East, 9.48 feet;

Thence North 44°20'05" East, 153.15 feet;

Thence North 45°29'03" West, 8.99 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'57" East, 15.98 feet;

Thence leaving said Right-of-Way line, South 45°38'13" East, 8.94 feet;

Thence North 44°20'05" East, 297.84 feet;

Thence North 45°28'32" West, 8.00 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line, South 46°19'33" East, 7.95 feet;

Thence North 44°18'32" East, 55.23 feet;

Thence North 87°30'44" East, 46.27 feet;

Thence North 41°31'35" East, 49.47 feet;

Thence South 88°26'26" East, 36.24 feet;

Thence South 01°33'34" West, 16.00 feet;

Thence North 88°26'26" West, 28.78 feet;

Thence South 41°31'35" West, 48.80 feet;

Thence South 87°30'44" West, 46.73 feet;

Thence South 44°19'44" West, 252.47 feet;

Thence South 45°39'55" East, 35.41 feet to a point on the southerly Right-of-Way line of West University Drive;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°39'55" West, 35.36 feet;

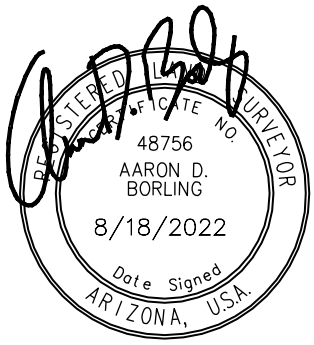
Thence South 44°20'05" West, 97.13 feet;

Thence South 18°10'24" East, 36.39 feet;

Thence South 46°01'15" East, 2.71 feet to a point on said Right-of-Way line;

Thence along said Right-of-Way line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line, North 45°48'27" West, 6.57 feet;



Thence North 18°10'24" West, 31.97 feet;

Thence South 44°20'05" West, 315.66 feet;

Thence South 68°45'34" West, 117.49 feet;

Thence South 89°01'33" West, 170.66 feet;

Thence South 89°54'20" West, 377.91 feet;

Thence North 00°05'40" West, 16.00 feet to the **TRUE POINT OF BEGINNING;**

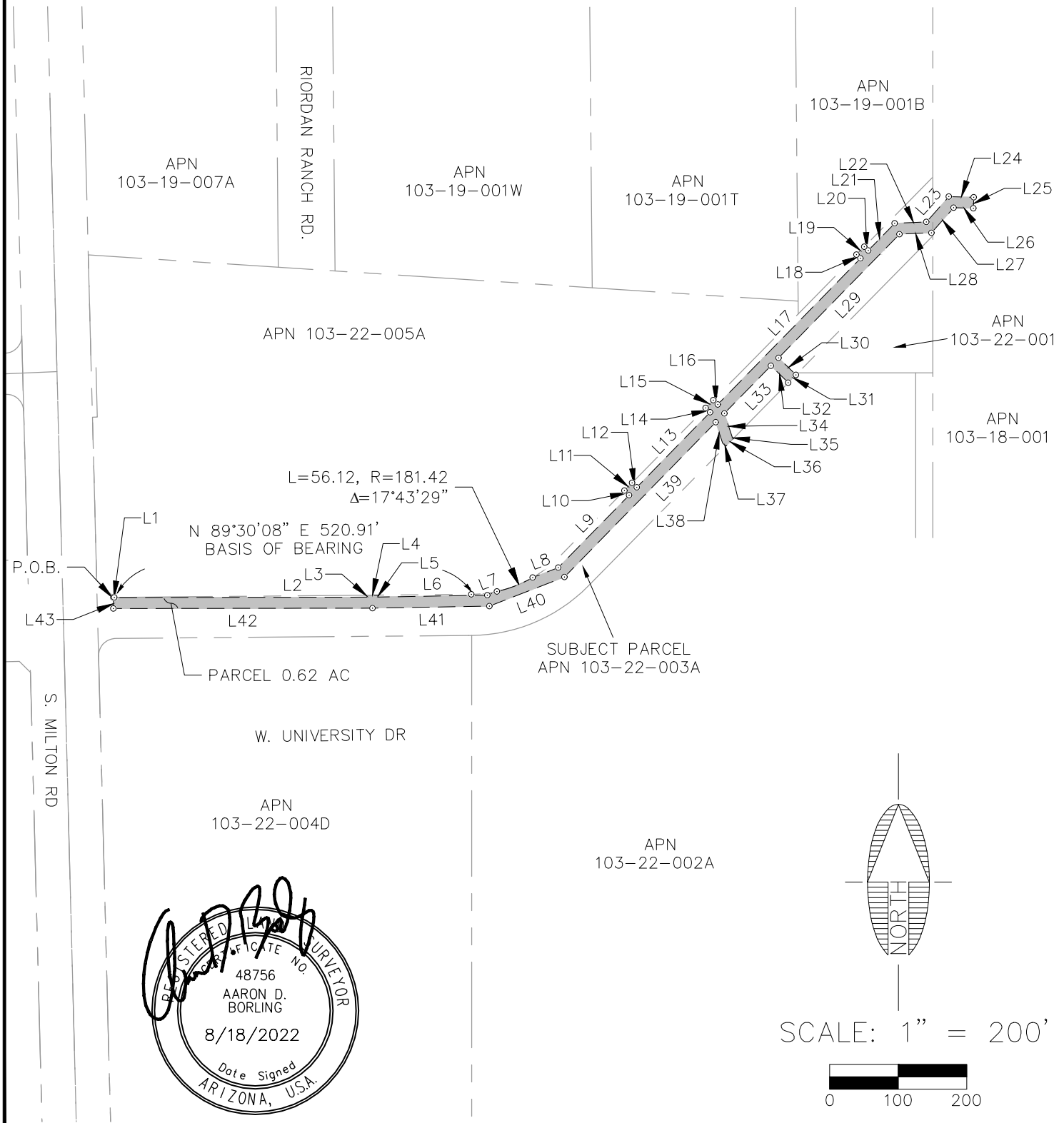
Containing 0.62 acres, more or less.

See Exhibit ‘B’ attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/18/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=200'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

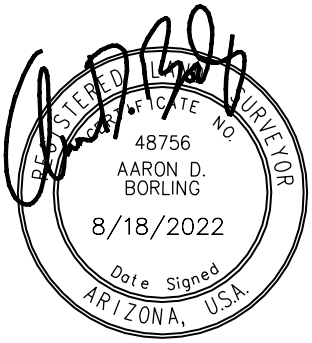
PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

Line Table		
Line #	Length	Direction
L1	1.33	S80° 58' 10"W
L2	370.05	N89° 54' 20"E
L3	2.80	N0° 58' 27"W
L4	16.00	N89° 30' 08"E
L5	2.79	S0° 58' 27"E
L6	159.42	S89° 01' 33"W
L7	15.10	S68° 45' 34"W
L8	40.17	N68° 45' 34"E
L9	147.70	N44° 20' 05"E
L10	9.53	N45° 37' 31"W
L11	16.00	N44° 30' 57"E
L12	9.48	S45° 37' 31"E
L13	153.15	N44° 20' 05"E
L14	8.99	N45° 29' 03"W
L15	15.98	N44° 30' 57"E
L16	8.94	S45° 38' 13"E
L17	297.84	N44° 20' 05"E
L18	8.00	N45° 28' 32"W
L19	16.12	N44° 30' 56"E
L20	7.95	S46° 19' 33"E
L21	55.23	N44° 18' 32"E
L22	46.27	N87° 30' 44"E
L23	49.47	N41° 31' 35"E
L24	36.24	S88° 26' 26"E
L25	16.00	S1° 33' 34"W

Line Table		
Line #	Length	Direction
L26	28.78	N88° 26' 26"W
L27	48.80	S41° 31' 35"W
L28	46.73	S87° 30' 44"W
L29	252.47	S44° 19' 44"W
L30	35.41	S45° 39' 55"E
L31	16.00	S44° 31' 28"W
L32	35.36	N45° 39' 55"W
L33	97.13	S44° 20' 05"W
L34	36.39	S18° 10' 24"E
L35	2.71	S46° 01' 15"E
L36	16.00	S44° 31' 28"W
L37	6.57	N45° 48' 27"W
L38	31.97	N18° 10' 24"W
L39	315.66	S44° 20' 05"W
L40	117.49	S68° 45' 34"W
L41	170.66	S89° 01' 33"W
L42	377.91	S89° 54' 20"W
L43	16.00	N0° 05' 40"W



Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 4 OF 4

PLOTTED: Aug 18, 2022-9:16am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-52 103-22-003A_NAU_Drainage.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as shown on Book 10 of Surveys, Page 10, Official Records of Coconino County, lying within the southwest quarter of Section 21,Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing from a point on the northwesterly Right-of-Way line of West University Drive, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along the southeasterly line of said parcel, and said Right-of-Way line, South 44°30'57" West, 176.32 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said southeasterly line, and said Right-of-Way line, South 44°30'57" West, 16.00 feet to a point hereinafter referred to as 'Point A';

Thence leaving said southeasterly line, and said Right-of-Way line, North 45°38'13" West, 4.91 feet;

Thence North 44°20'05" East, 16.00 feet;

Thence South 45°38'13" East, 4.96 feet to the **TRUE POINT OF BEGINNING.**

Containing 79 square feet, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence continuing along said southeasterly line, and said Right-of-Way line, South 44°30'57" West, 153.15 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said southeasterly line, and said Right-of-Way line, South 44°30'57" West, 16.00 feet;

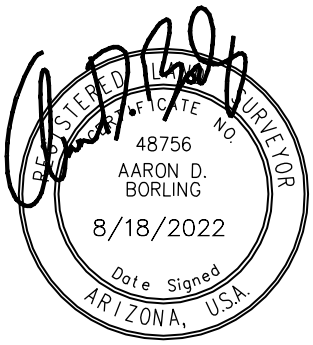
Thence leaving said southeasterly line, and said Right-of-Way line, North 45°37'31" West, 4.29 feet;

Thence North 44°20'05" East, 16.00 feet;

Thence South 45°37'31" East, 4.34 feet to the **TRUE POINT OF BEGINNING;**

Containing 69 square feet, more or less.

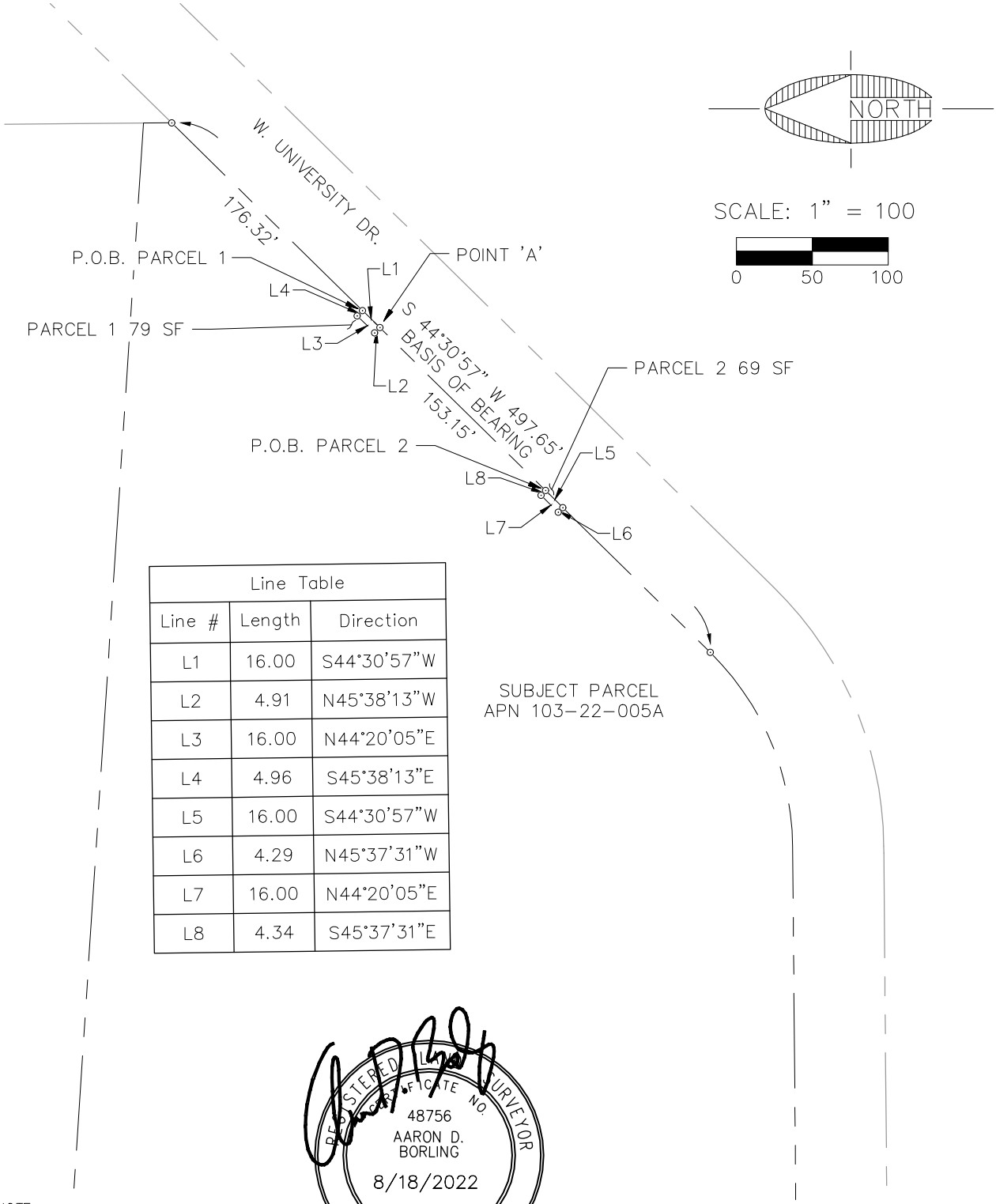
See Exhibit 'B' attached hereto and made a part hereof.



This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



Line Table		
Line #	Length	Direction
L1	16.00	S44°30'57"W
L2	4.91	N45°38'13"W
L3	16.00	N44°20'05"E
L4	4.96	S45°38'13"E
L5	16.00	S44°30'57"W
L6	4.29	N45°37'31"W
L7	16.00	N44°20'05"E
L8	4.34	S45°37'31"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/18/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.

JOB NO.	18121
DATE	AUG 22
SCALE	1"=100'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 17, 2022-6:31pm
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-53 103-22-005A_CIC_Drainage_08-22.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 206, Page 336, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Parcel 1:

Commencing at a point on the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Maps, Page 10, Official Records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 45°28'32" East, 60.02 feet, to a point on the southeasterly Right-of-Way line of West University Avenue;

Thence along said Right-of-Way line, South 44°31'28" West, 65.61 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and the northwesterly line of said parcel, South 44°31'28" West, 16.00 feet to a point hereafter referred to as 'Point A';

Thence leaving said Right-of-Way line and said northwesterly line, South 45°39'55" East, 2.87 feet;

Thence North 44°20'05" East, 16.00 feet;

Thence North 45°39'55" West, 2.82 feet to the **TRUE POINT OF BEGINNING.**

Containing 46 square feet, more or less.

Parcel 2:

Commencing at the aforementioned 'Point A';

Thence along said Right-of-Way line and said northwesterly line, South 44°31'28" West, 113.93 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said northwesterly line, South 44°31'28" West, 16.00 feet;

Thence leaving said Right-of-Way line and said northwesterly line, South 45°39'20" East, 5.55 feet;

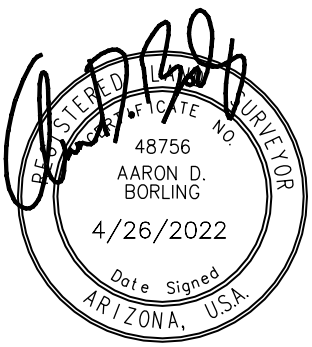
Thence North 44°20'05" East, 16.00 feet;

Thence North 45°39'20" West, 5.49 feet to the **TRUE POINT OF BEGINNING.**

Contains 88 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

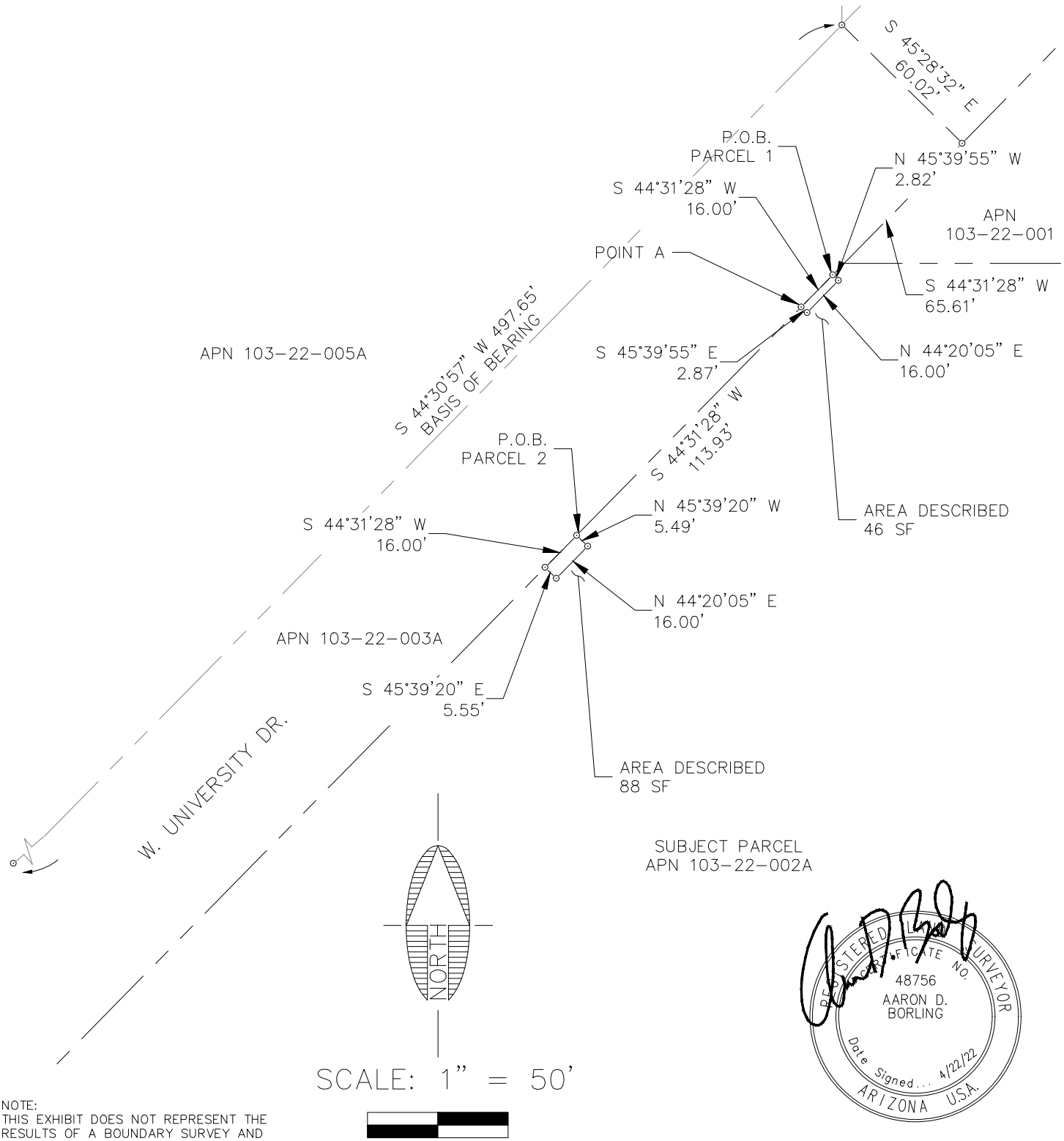
This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.



PLOTTED: Apr 26, 2022-12:53pm

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 50'

0 25 50

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-54 103-22-002A Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Instrument Number 3773164 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said parcel, said point being in common with the northerly Right-of-Way line of West University Avenue, from which the northeast corner of said parcel bears North 01°29'47" West, 416.11 feet (Basis of Bearing, North 01°32'03" West, 415.82 feet per R1) and the **TRUE POINT OF BEGINNING;**

Thence along said Right-of-Way line, and along the southerly line of said parcel, South 87°36'18" West, 21.97 feet;

Thence leaving said Right-of-Way line and said southerly line, North 02°23'42" West, 6.27 feet;

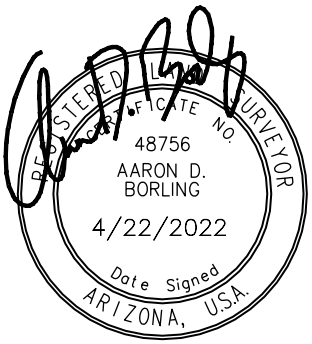
Thence North 87°36'18" East, 22.07 feet to a point on the easterly line of said parcel;

Thence along said easterly line, South 01°29'47" East, 6.27 feet to the **TRUE POINT OF BEGINNING;**

Containing 138 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

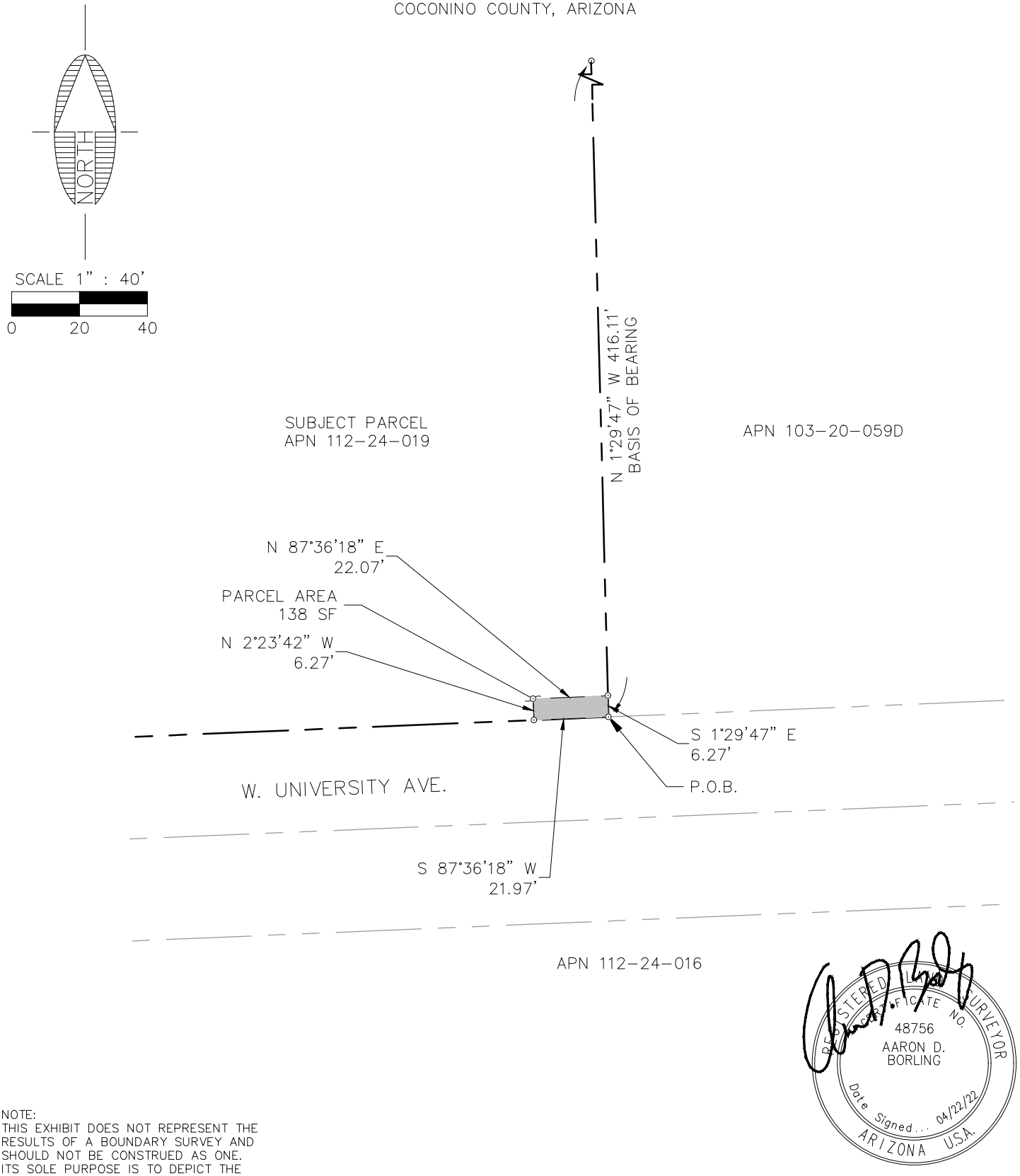


PLOTTED: Apr 26, 2022–1:03pm

FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-55 112-24-019 HAVEN FLAGSTAFF_SW.dwg SWI-C3D-2021

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=40'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 1278, Page 400, and in Instrument Number 3940309, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Parcel 1:

Commencing at a found concrete nail and tag in sidewalk on the northerly Right-of-Way line of West University Drive, from which a found concrete nail and tag in sidewalk on said Right-of-Way line bears North 89°30'08" East, 520.91 feet (Basis of Bearing);

Thence leaving said Right-of-Way line, South 01°50'44" West, 59.93 feet, to a point on the southerly Right-of-Way line of West University Avenue, and the northerly line of said parcel;

Thence along said Right-of-Way line and said northerly line, North 89 °30'38" East, 211.37 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said northerly line, North 89°30'38" East, 14.86 feet to a point hereafter referred to as 'Point A';

Thence leaving said Right-of-Way line and said northerly line, South 01°21'41" East, 12.85 feet;

Thence South 89°30'38" West, 15.05 feet;

Thence North 00°29'22" West, 12.84 feet to the **TRUE POINT OF BEGINNING.**

Containing 192 square feet, more or less.

Parcel 2:

Commencing at the aforementioned 'Point A';

Thence along said Right-of-Way line and said northerly line, North 89°30'38" East, 185.14 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said northerly line, North 89°30'38" East, 14.86 feet;

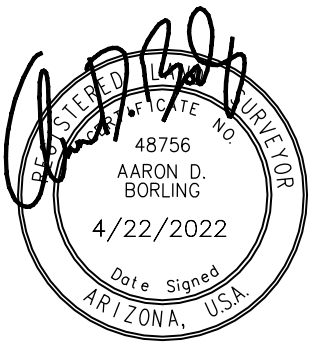
Thence leaving said Right-of-Way line and said northerly line, South 01°21'41" East, 12.76 feet;

Thence South 89°30'38" West, 15.05 feet;

Thence North 00°29'22" West, 12.76 feet to the **TRUE POINT OF BEGINNING.**

Containing 190 square feet, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

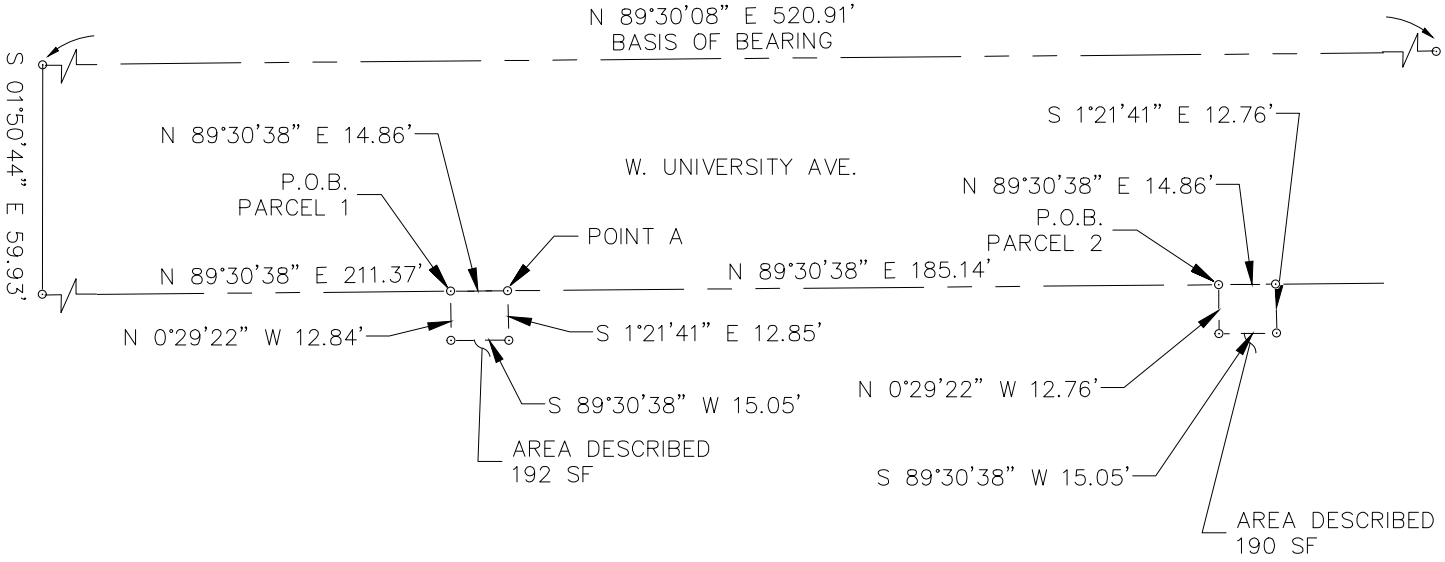


This legal description was prepared by Aaron D. Borling, RLS 48756,
on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

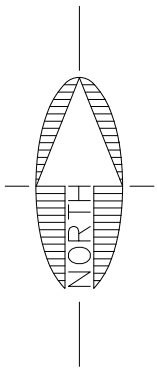
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA

APN 103-22-005A

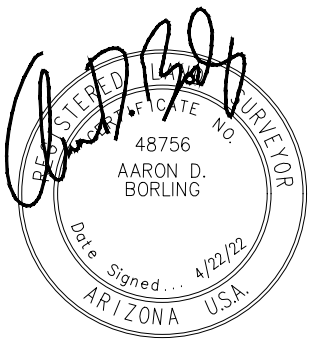


SUBJECT PARCEL
APN 103-22-004D
DK 1278, PG 400
INST. #3940309



SCALE: 1" = 50'

0 25 50



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-1:11pm
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-56 103-22-004D PUE EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of Lot 1 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at the northwest corner of said Lot 1, said point being in common with the easterly Right-of-Way line of South Beulah Boulevard as shown on R1, from which the northeast corner of said Lot 1 bears North 89°26'37" East, 370.92 feet (Basis of Bearing, North 89°18'19" East, 369.48 feet per R1);

Thence along said Right-of-Way line and the westerly line of said Lot 1, South 1°51'52" East, 106.47 feet to the beginning of a tangent curve concave to the west having a radius of 528.00 feet;

Thence continuing along said Right-of-Way line and said westerly line, and southerly along said curve, 127.29 feet through a central angle of 13°48'47";

Thence continuing along said Right-of-Way line and said westerly line, South 11°55'06" West, 76.77 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said westerly line, South 11°55'06" West, 19.02 feet;

Thence leaving said Right-of-Way line and said westerly line, South 45°20'54" East, 28.65 feet;

Thence North 44°39'06" East, 16.00 feet;

Thence North 45°20'54" West, 38.94 feet to the **TRUE POINT OF BEGINNING.**

Containing 541 square feet, or 0.01, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

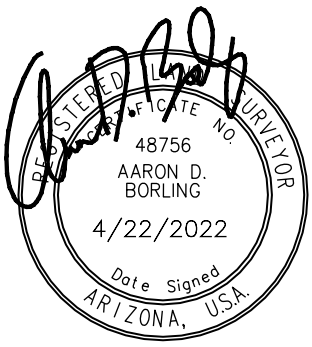
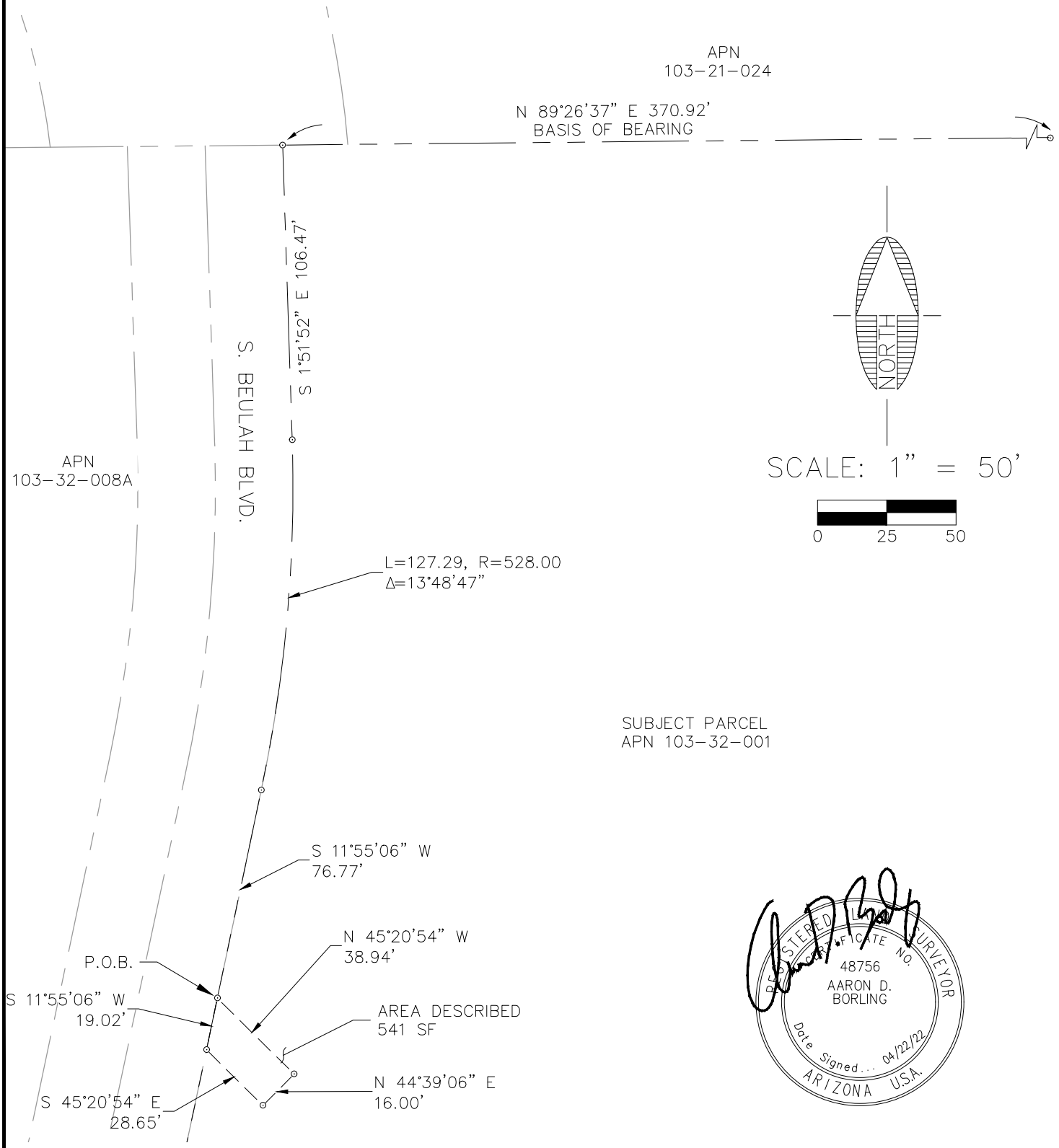


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 04/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-1:25pm
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\BU-57 103-32-001_Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'

A portion of that parcel of land as described in Docket 250, Page 139, Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, said point being in common with the northwesterly Right-of-Way line of West University Drive as shown on Book 10 of Surveys, Page 10, Official records of Coconino County, from which a point on said Right-of-Way line bears South 44°30'57" West, 497.65 feet (Basis of Bearing);

Thence along said Right-of-Way line and the southeasterly line of said parcel, North 44°30'56" East, 121.54 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line and said southeasterly line, North 44°30'56" East, 16.12 feet;

Thence leaving said Right-of-Way line and said southeasterly line, North 46°19'33" West, 56.20 feet;

Thence South 44°31'28" West, 15.29 feet;

Thence South 45°28'32" East, 56.19 feet to the **TRUE POINT OF BEGINNING;**

Containing 882 square feet, or 0.02 acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

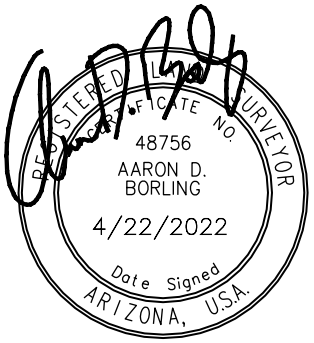
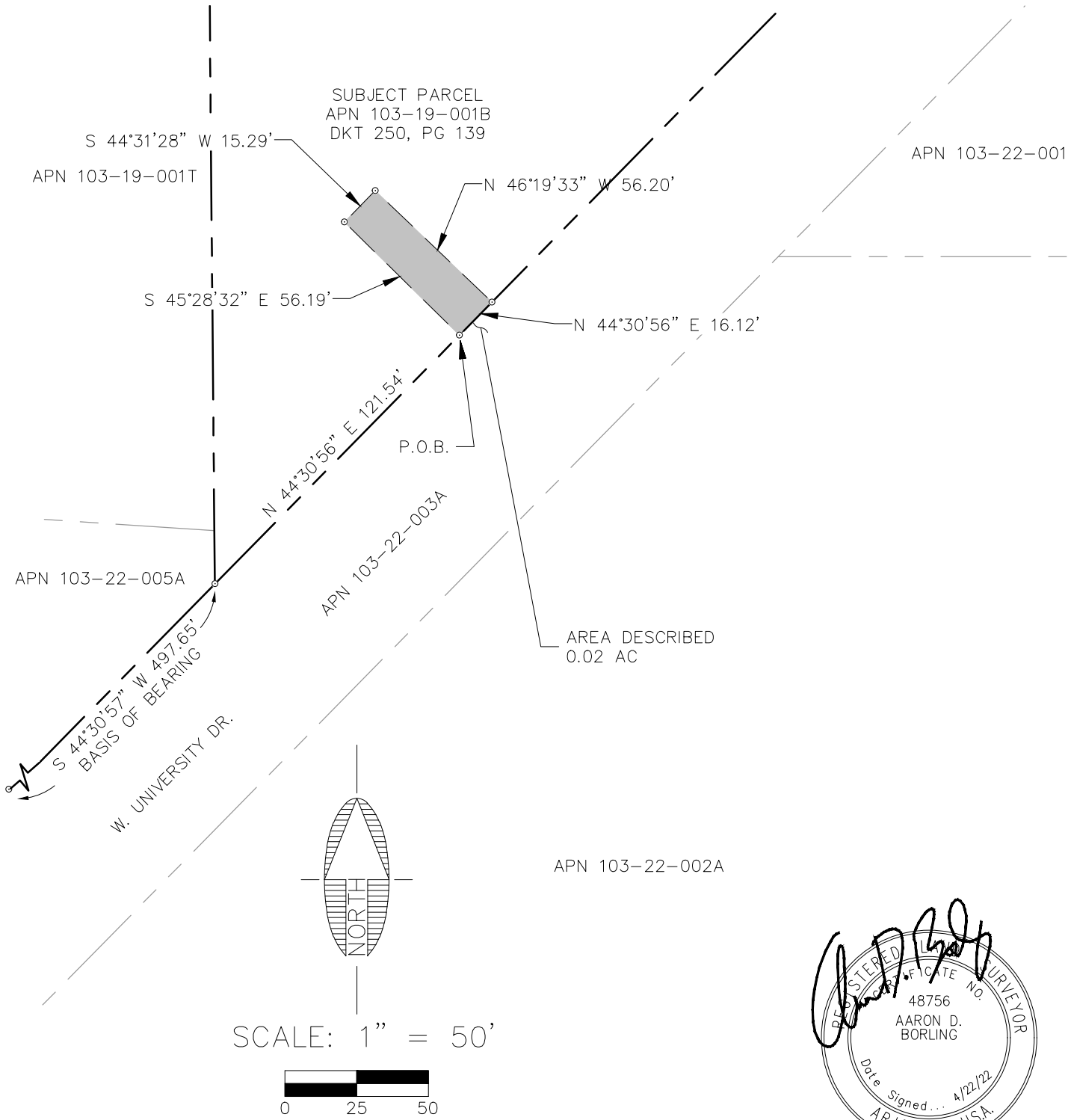


EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
Date Signed... 4/22/22
ARIZONA U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	APR 22
SCALE	1"=50'
DRAWN	RPR
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Apr 26, 2022-10:33am
FILE: P:\2018\18121\Survey\Legal Descriptions\4_20_Rev_RPR\103-19-001B Drainage EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of West University Avenue as shown in Instrument Number 3861259, Official Records of Coconino County (herein referred to as R1), lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at a point on the northerly Right-of-Way line of said West University Avenue as shown on R1, from which a point on said Right-of-Way line bears North 87°36'18" East, 489.52 feet (Basis of Bearing);

Thence along said Right-of-Way line, North 87°36'18" East, 194.82 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, North 87°36'18" East, 13.41 feet;

Thence leaving said Right-of-Way line, South 18°30'39" West, 27.66 feet to the beginning of a non-tangent curve concave to the southwest, having a radius of 528.00 feet and a central angle of 00°25'28" and being subtended by a chord bearing North 69°05'42" West, 3.91 feet;

Thence northwesterly along said curve, 3.91 feet;

Thence North 02°16'10" West, 24.29 feet to the **TRUE POINT OF BEGINNING;**

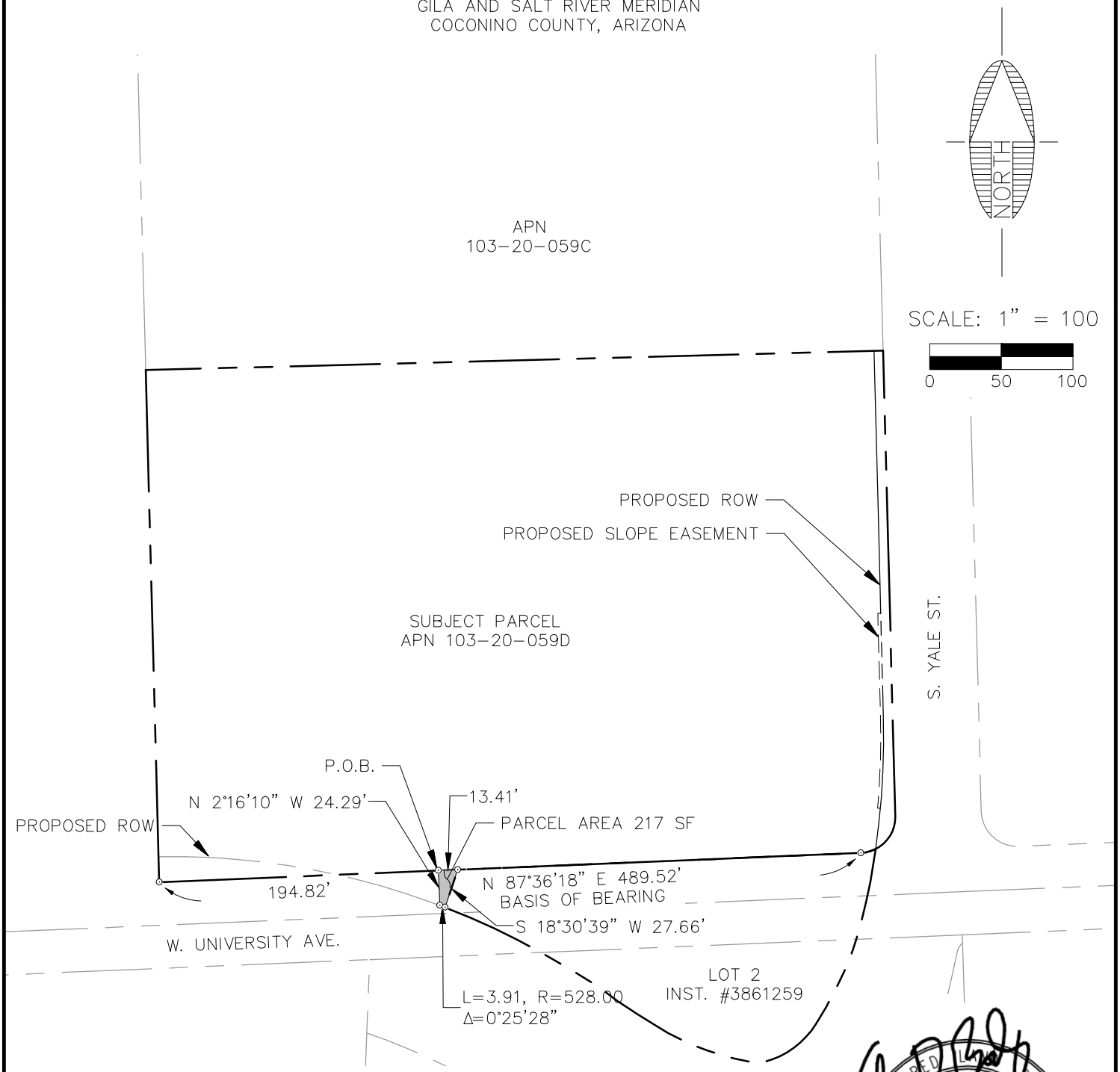
Containing 217 square feet, or 0.005 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=100'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:19pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-60 103-20-059D UNIVERSITY SQUARE APARTMENTS_PUE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of Lot 1 as shown on Instrument Number 3861259 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said Lot 1, from which the southeast corner of said Lot 1 bears North 89°26'37" East, 363.36 feet (Basis of Bearing, R1) and the beginning of a non-tangent curve concave to the southwest having a radius of 352.00 feet and a central angle of 30°45'55" and being subtended by a chord which bears North 20°08'04" West 186.74 feet;

Thence along the westerly line of said Lot 1, and northerly along said curve, 189.01 feet;

Thence continuing along said westerly line, North 35°31'00" West, 68.20 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said westerly line, North 35°31'00" West, 6.00 feet;

Thence leaving said westerly line, North 55°27'42" East, 3.00 feet;

Thence South 35°31'00" East, 6.00 feet;

Thence South 55°27'42" West, 3.00 feet to the **TRUE POINT OF BEGINNING**;

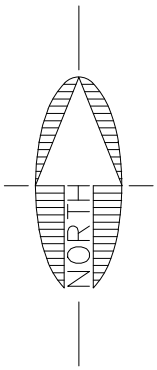
Containing 18 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 60'

0 30 60

N 55°27'42" E 3.00'

S 35°31'00" E 6.00'

N 35°31'00" W 6.00'

S 55°27'42" W 3.00'

P.O.B.
PARCEL AREA 18 SF

N 35°31'00" W 68.20'

SUBJECT PARCEL
APN: 103-21-024

LOT 1
INST. #3861259

MILTON RD.

Δ=30°45'55"
L=189.01, R=352.00

S 89°26'32" W 363.36'
BASIS OF BEARING

S. BEULAH BLVD.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=60'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:19pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-63 103-21-024_VP CINEMA LLC_PUE.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
07/28/2022

A portion of that parcel of land as described in Instrument Number 3944717, Official Records of Coconino County, within Lot 8 as shown on Case 5, Map 3A, Official Records of Coconino County (herein referred to as R1), lying within the northwest quarter of Section 28, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:
Commencing at the northeast corner of said Lot 8, said point being in common with the westerly Right-of-Way line of South Beulah Boulevard as shown on R1, from which a the northwest corner of Lot 8 bears South 89°26'37" West, 425.75 feet (Basis of Bearing, South 89°18'19" West, 425.61 feet per R1) and the beginning of a non-tangent curve concave to the northwest having a radius of 472.00 feet and a central angle of 01°57'48" and being subtended by a chord bearing South 10°58'07" West;

Thence along said Right-of-Way line, and southerly along said curve, 16.17 feet;

Thence continuing along said Right-of-Way line, South 11°55'06" West 25.97 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, South 11°55'06" West 18.00 feet to a point hereinafter referred to as 'Point A';

Thence leaving said Right-of-Way line, North 78°04'54" West 8.00 feet;

Thence North 11°55'06" East 18.00 feet;

Thence South 78°04'54" East 8.00 feet to the **TRUE POINT OF BEGINNING;**

Containing 144 square feet, or 0.003 Acres, more or less.

PARCEL 2:
Commencing from the aforementioned 'Point A';

Thence along said Right-of-Way line, South 11°55'06" West 164.00 feet to the beginning of a tangent curve concave to the southeast having a radius of 528.00 feet and a central angle of 05°06'37";

Thence continuing along said Right-of-Way line, and southerly along said curve, 47.09 feet to the beginning of a tangent curve concave to the southeast having a radius of 528.00 feet and a central angle of 01°55'27" and the **TRUE POINT OF BEGINNING;**

Thence continuing along said Right-of-Way line, and southerly along said curve, 17.73 feet;

Thence leaving said Right-of-Way line, North 84°56'58" West 8.00 feet;

Thence North 05°55'44" East 18.00 feet;

Thence South 83°01'31" East 8.03 feet to the **TRUE POINT OF BEGINNING;**

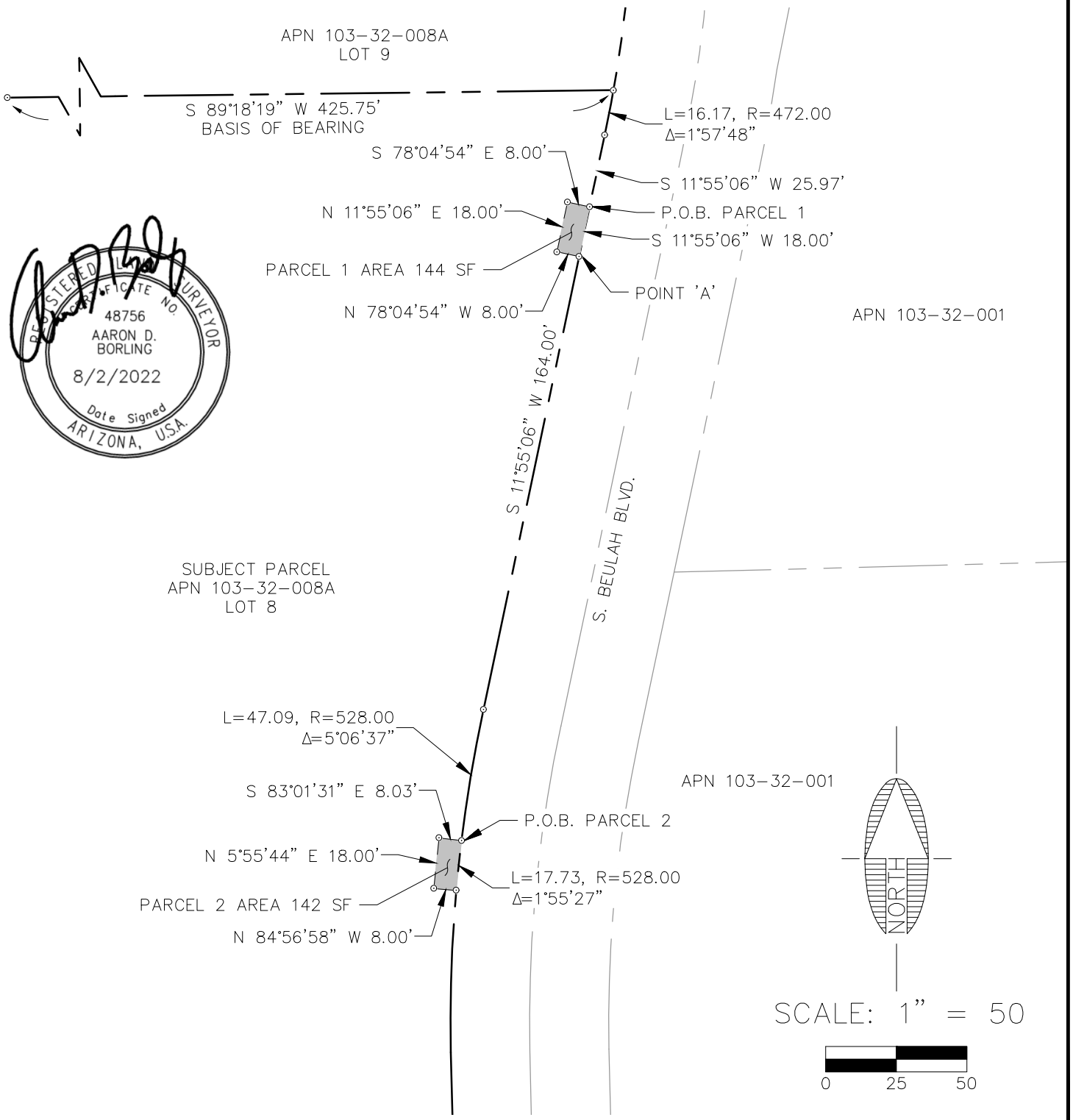
Containing 142 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=50'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

PLOTTED: Aug 02, 2022-5:19pm
FILE: P:\2018\18121\Survey\Legal Descriptions\2022-07-19 Check Set\BU-64 & BU-65 103-32-008A_LQ_ROW EXHIBIT.dwg SWI-C3D-2021

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 4 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the northwest corner of said parcel, from which the northeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the north line of said parcel, North 88°30'13" East, 12.50 feet;

Thence leaving said north line, South 01°29'47" West, 4.00 feet

Thence South 88°30'13" West, 12.50 feet to a point on the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said west line, and said Right-of-Way line, North 01°29'47" West, 4.00 feet to the **POINT OF BEGINNING;**

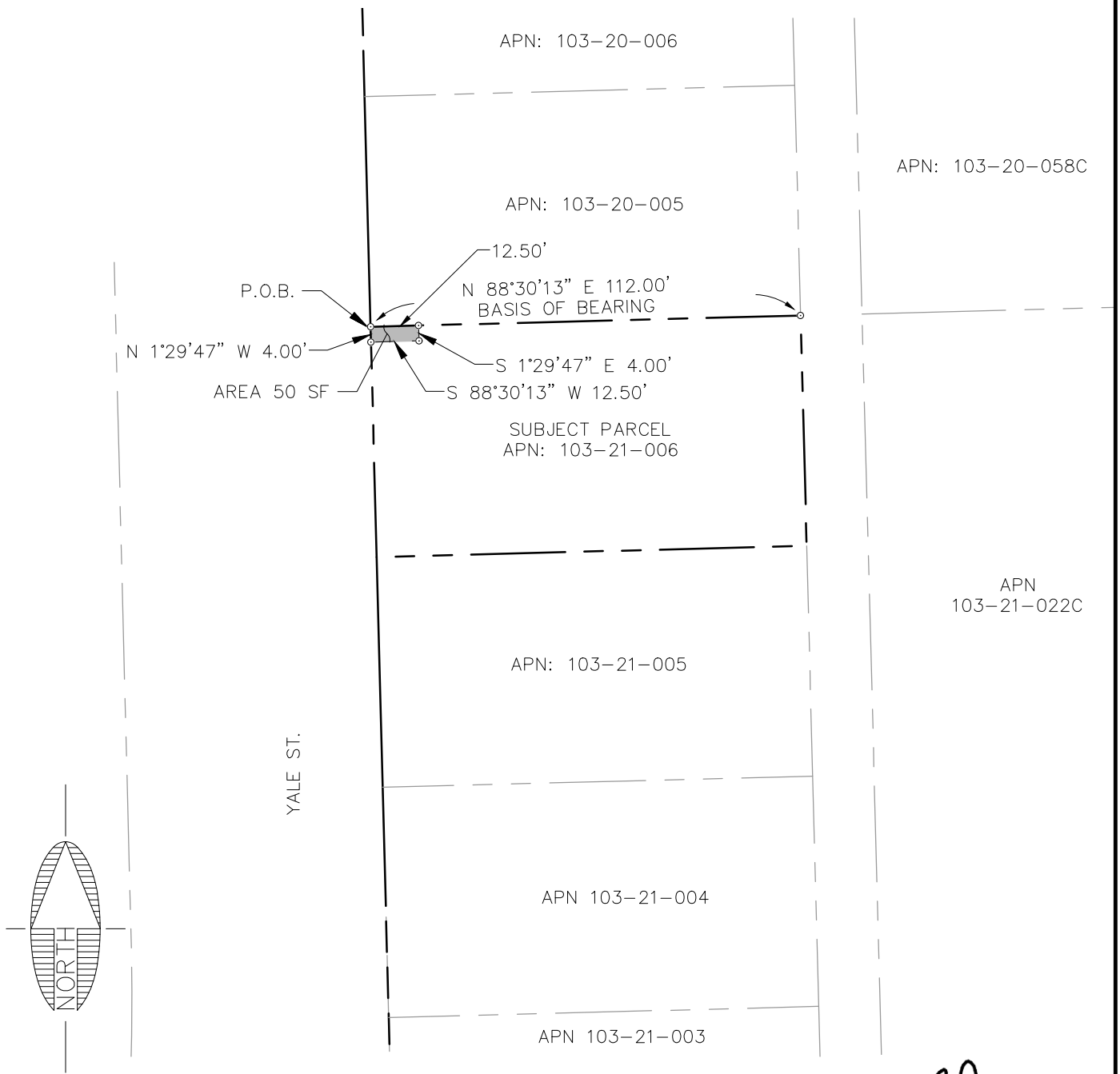
Containing 50 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-67 103-21-006_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:34pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 5 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

PARCEL 1:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1) and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 12.50 feet;

Thence leaving said south line, North 01°29'47" West, 4.00 feet;

Thence South 88°30'13" West, 12.50 feet to a point on said west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, hereinafter referred to as 'Point A';

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

Containing 50 square feet, or 0.001 Acres, more or less.

PARCEL 2:

Commencing from the aforementioned 'Point A';

Thence along said west line and said Right-of-Way line, North 01°29'47" West, 50.00 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 7.00 feet;

Thence North 01°29'47" West, 4.00 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 7.00 feet to a point on said Right-of-Way line, and the northwest corner of said parcel;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 4.00 feet to the **POINT OF BEGINNING;**

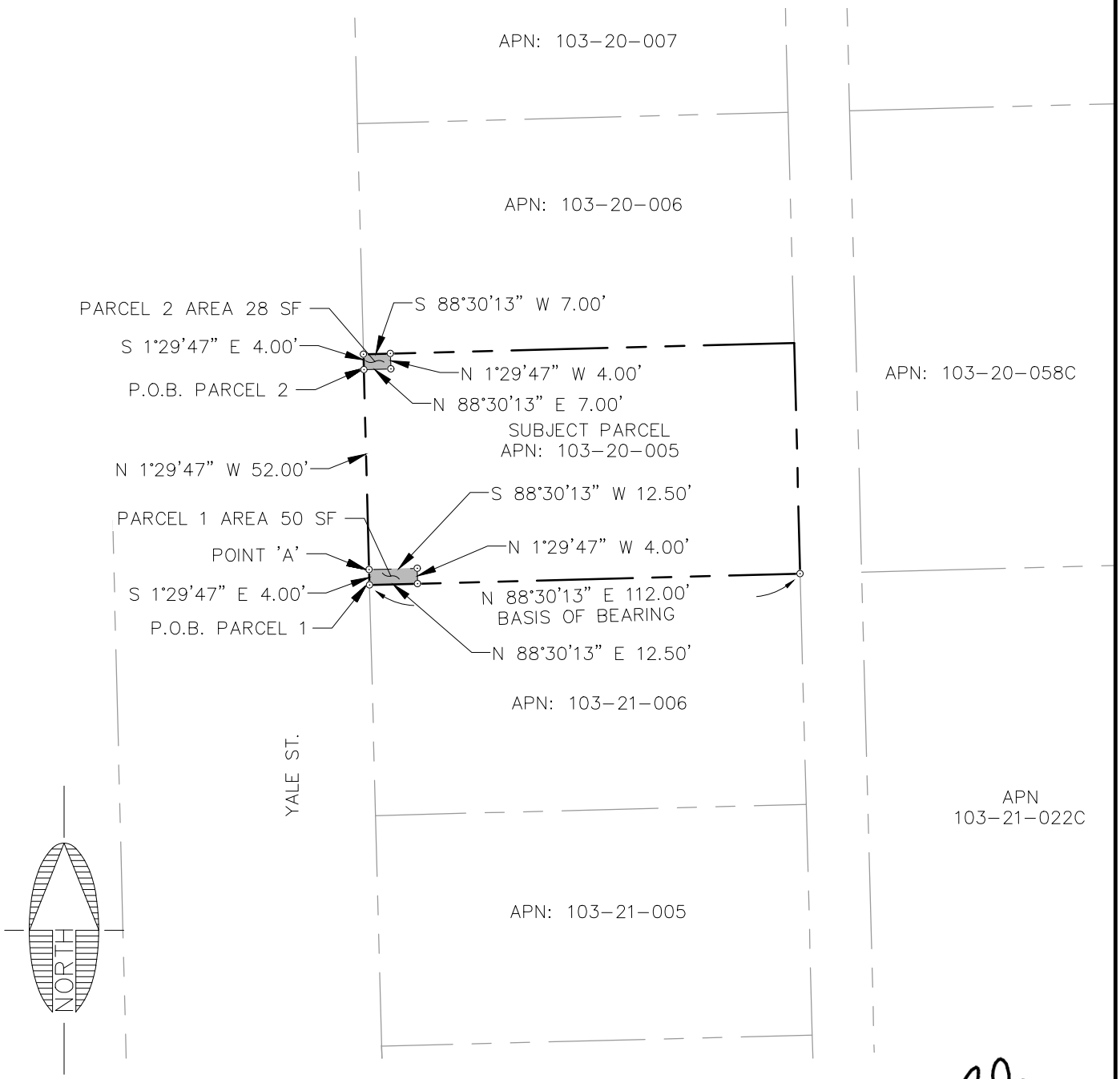
Containing 28 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-68 103-20-005_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:31pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 6 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 7.00 feet;

Thence leaving said south line, North 01°29'47" West, 4.00 feet;

Thence South 88°30'13" West, 5.00 feet;

Thence North 01°29'47" West, 52.00 feet;

Thence North 88°30'13" East, 1.00 feet;

Thence North 01°29'47" West, 4.00 feet, to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 3.00 feet to a point on the west line parcel line, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING;**

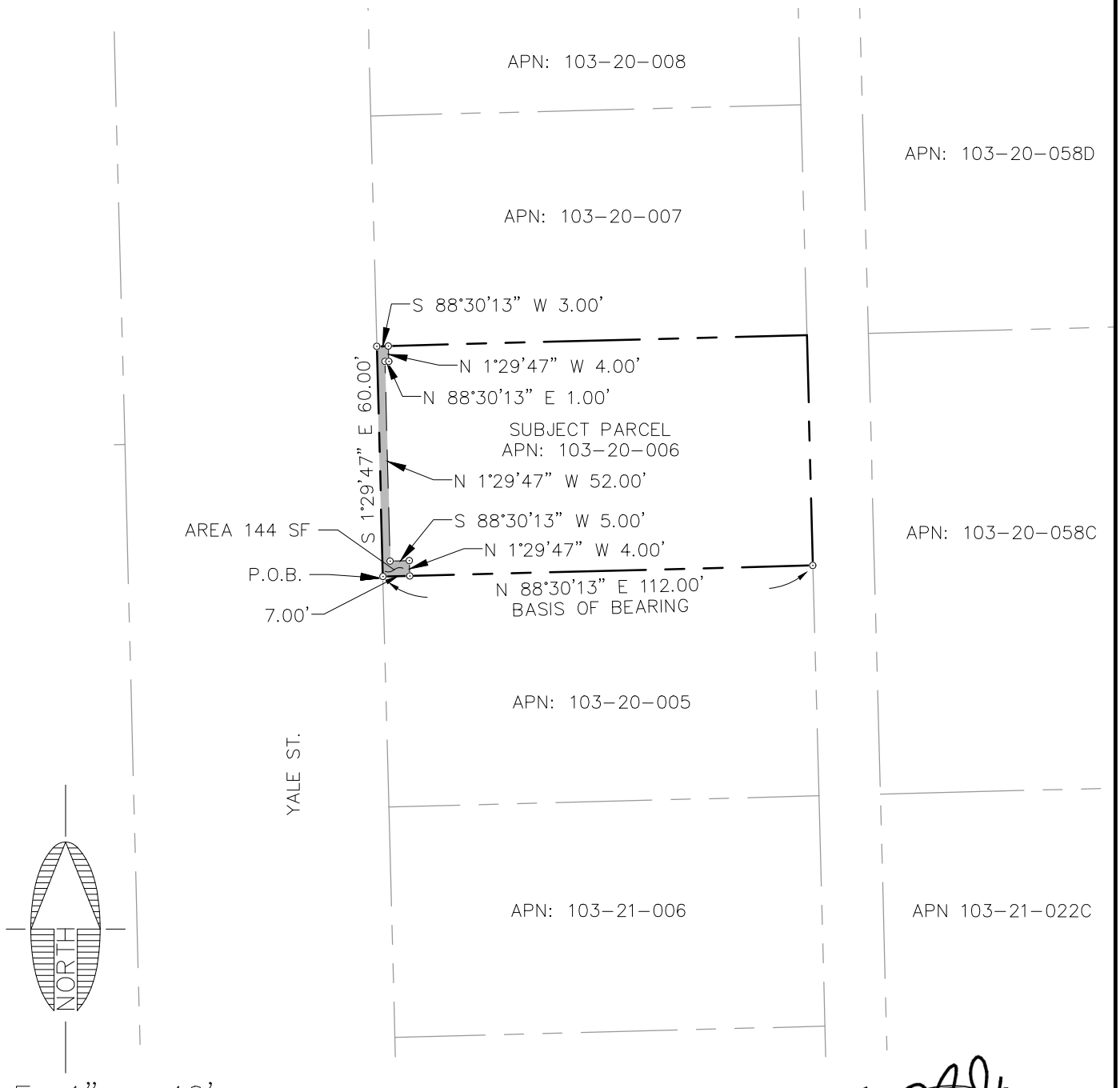
Containing 144 square feet, or 0.003 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-69 103-20-006_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:29pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 7 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 3.00 feet;

Thence leaving said south line, North 01°29'47" West, 4.00 feet;

Thence South 88°30'13" West, 1.00 feet;

Thence North 01°29'47" West, 46.30 feet;

Thence North 88°30'13" East, 4.00 feet;

Thence North 01°29'47" West, 8.00 feet,

Thence South 88°30'13" West, 4.00 feet;

Thence North 01°29'47" West, 1.70 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 2.00 feet to the northwest corner of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along the west line of said parcel, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING;**

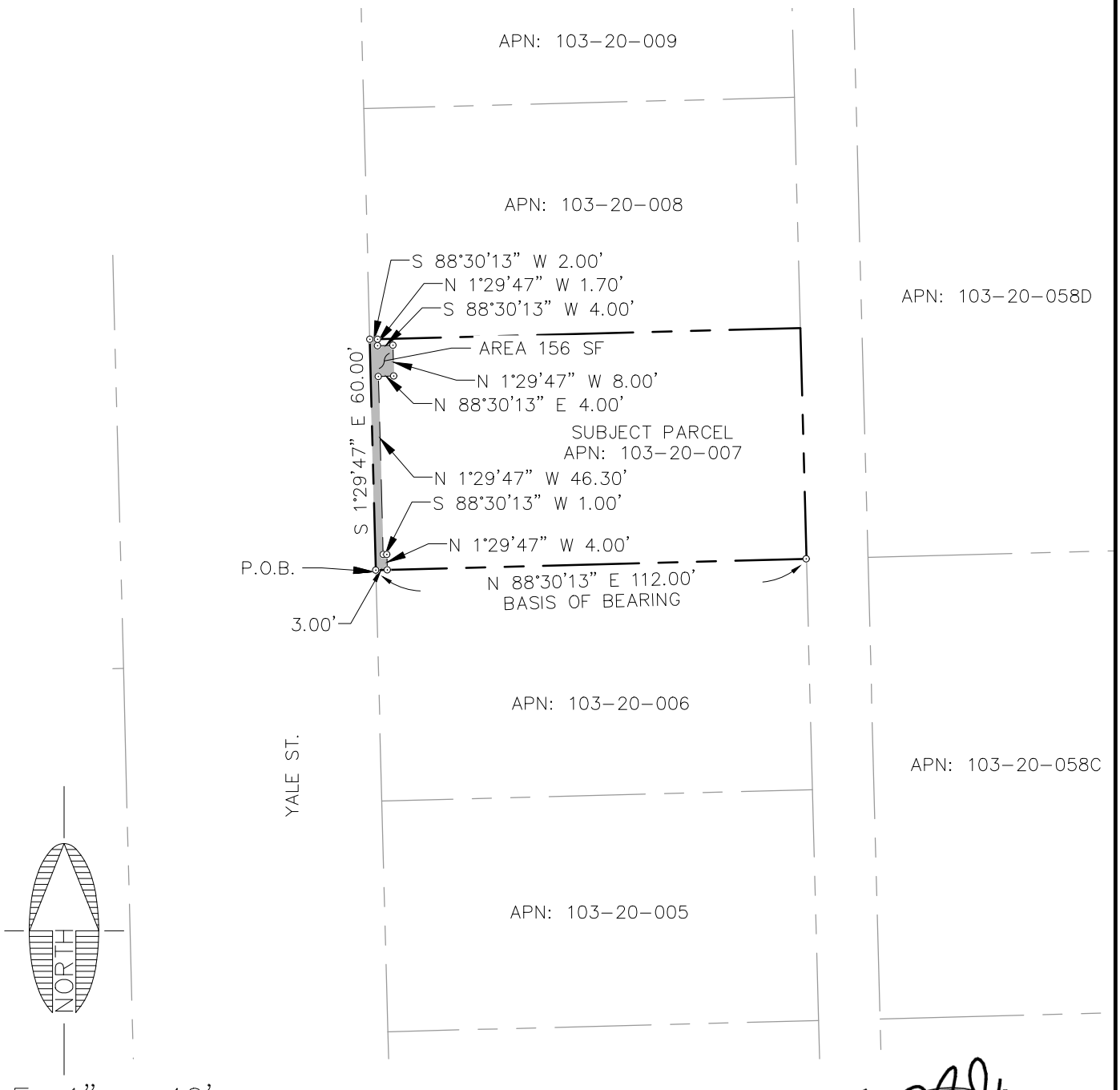
Containing 156 square feet, or 0.004 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-70 103-20-007_ELDEN PROPERTIES LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:28pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 8 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING**;

Thence along said south line of said parcel, North 88°30'13" East, 2.00 feet;

Thence leaving said south line, North 01°29'47" West, 28.72 feet;

Thence North 88°30'13" East, 8.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence North 88°30'13" West, 8.00 feet;

Thence North 01°29'47" West, 23.28 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 2.00 feet to the northwest corner of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along the west line of said parcel, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING**;

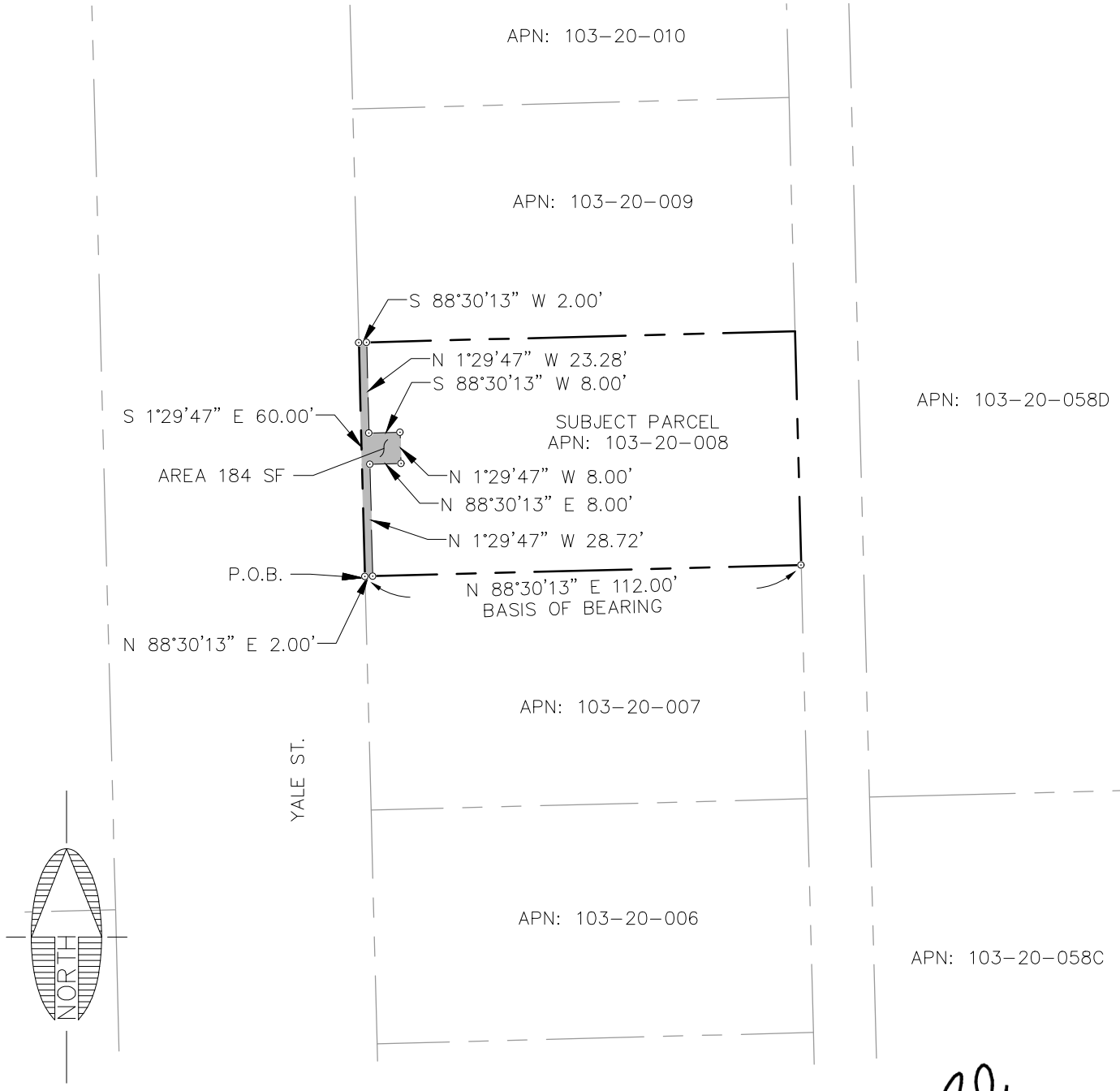
Containing 184 square feet, or 0.004 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

SWI
Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-71 103-20-008_BLEEKER INVESTMENTS LLC_TCE EXHIBIT.dwg SWI-C3D-2021
PLOTTED: Aug 02, 2022-4:27pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 9 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 3.00 feet;

Thence leaving said south line, North 01°29'47" West, 60.00 feet to a point on the north line of said parcel;

Thence along said north line, South 88°30'13" West, 3.00 feet to the northwest corner of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along the west line of said parcel, and said Right-of-Way line, South 01°29'47" East, 60.00 feet to the **POINT OF BEGINNING;**

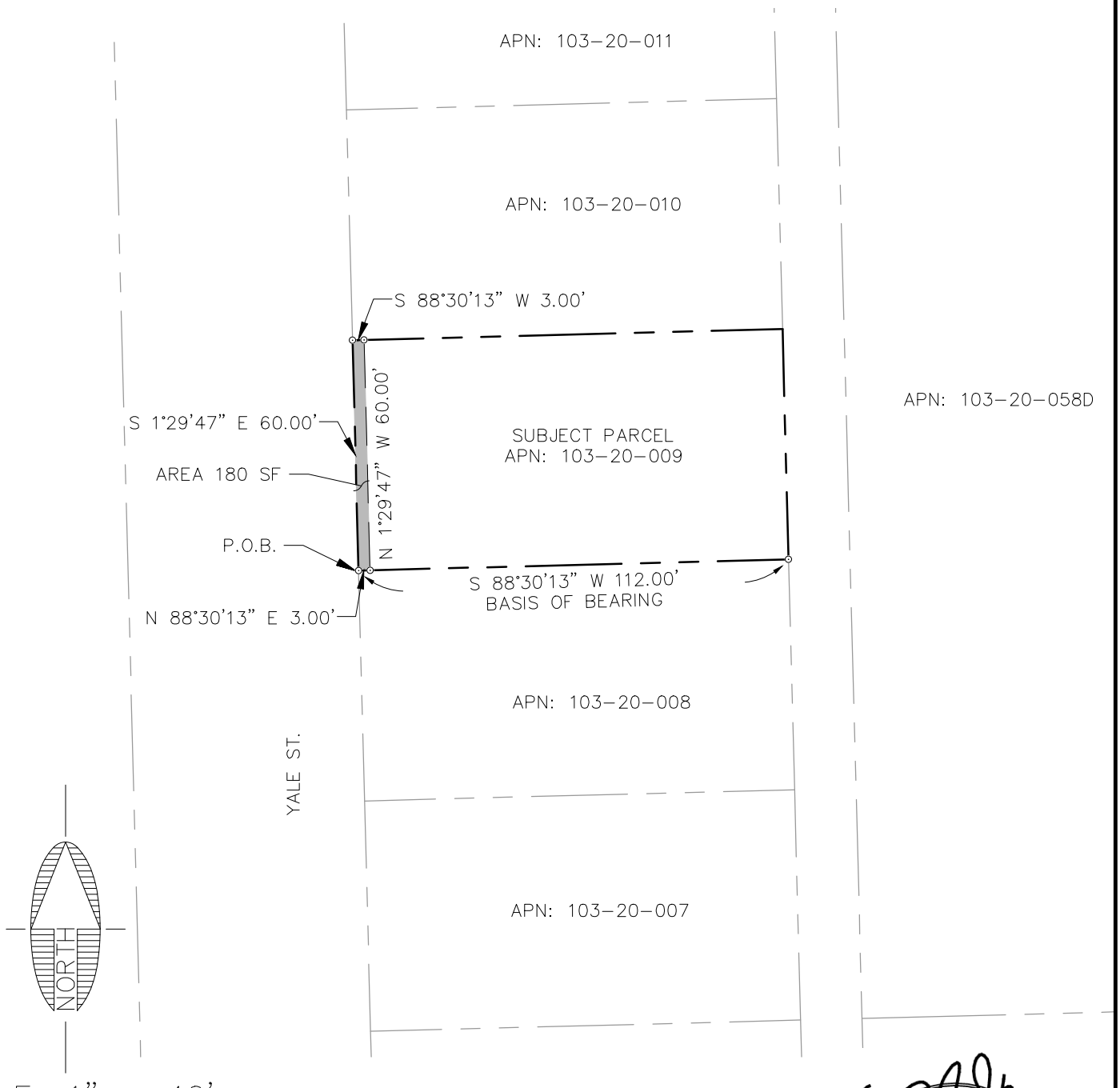
Containing 180 square feet, or 0.004 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-72 103-20-009_ADRIAN & LAURA PARRA-ATAYDE_TCE EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Aug 02, 2022-4:26pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 10 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1), and the **POINT OF BEGINNING;**

Thence along the south line of said parcel, North 88°30'13" East, 3.00 feet;

Thence leaving said south line, North 01°29'47" West, 12.15 feet;

Thence North 88°26'26" East, 10.00 feet;

Thence North 01°33'34" West, 8.00 feet;

Thence South 88°26'26" West, 11.00 feet;

Thence North 01°29'47" West, 19.33 feet,

Thence North 88°30'13" East, 4.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 6.00 feet to a point on the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 47.49 feet to the **POINT OF BEGINNING;**

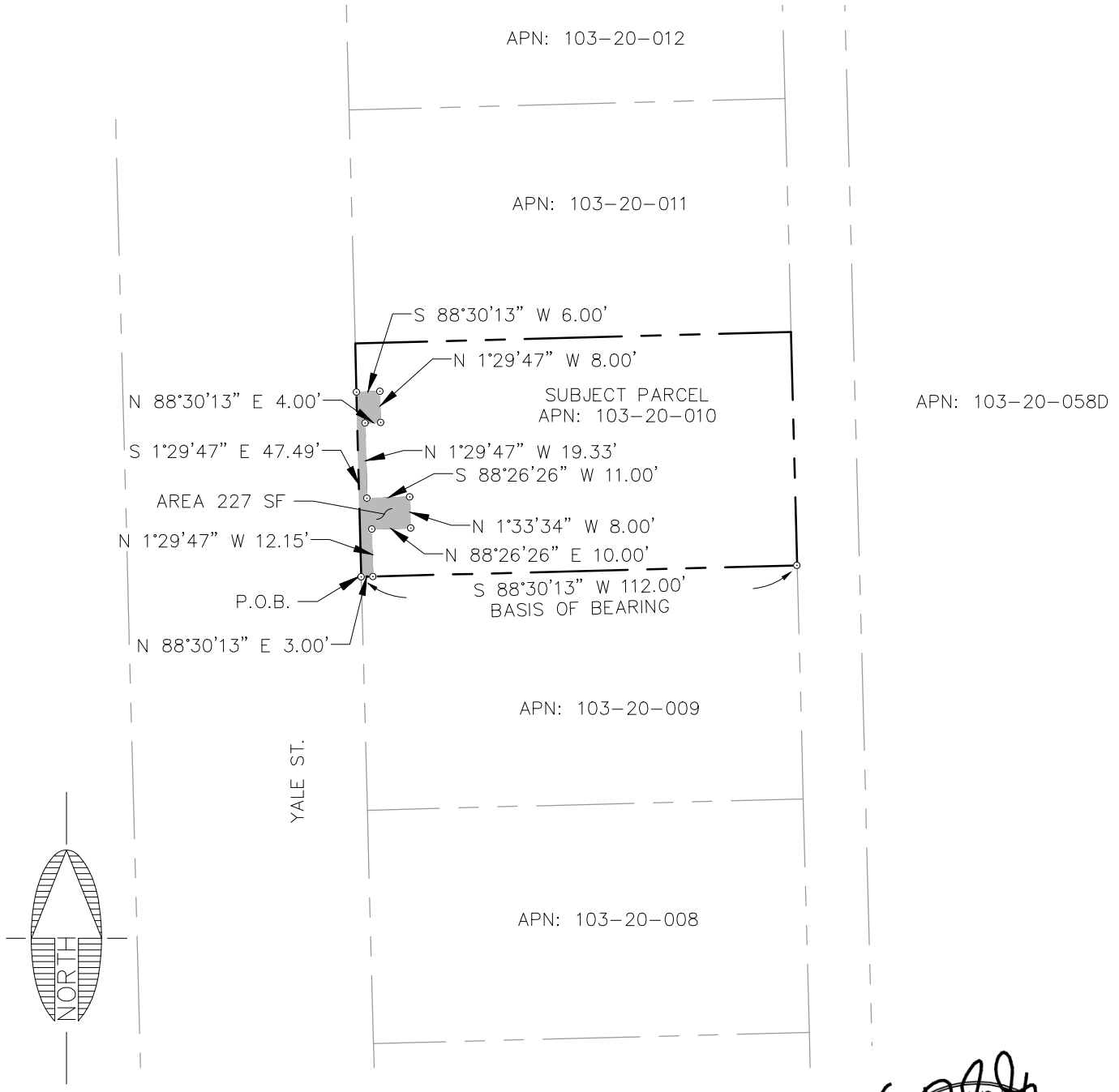
Containing 227 square feet, or 0.005 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-73 103-20-010_JAMB PROPERTIES OF NORTHERN ARIZONA LLC_TCE EXHIBIT.dwg SWI-C3D-02021 LAST SAVED: Aug 02, 2022-4:25pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 11 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1);

Thence along the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, North 01°29'47" West, 27.00 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 4.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 4.00 feet to a point on said west line, and said Right-of-Way line;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

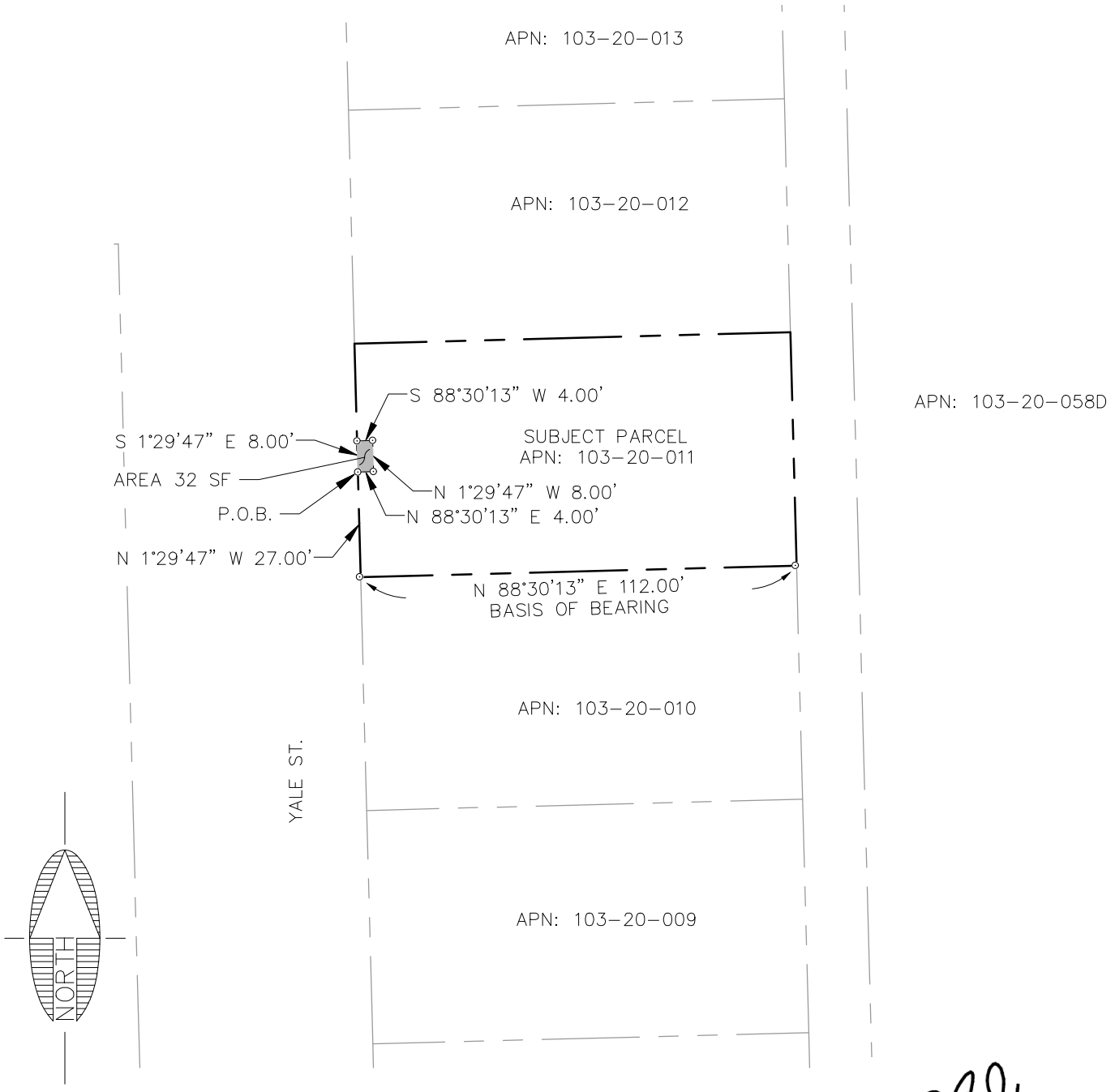
Containing 32 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

NOTE:
THIS EXHIBIT DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS ONE. ITS SOLE PURPOSE IS TO DEPICT THE LOCATION OF THE AREA DESCRIBED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48756
AARON D.
BORLING
8/2/2022
Date Signed
ARIZONA, U.S.A.

Shephard Wesnitzer, Inc.
110 W. Dale Avenue
Flagstaff, AZ 86001
928.773.0354
928.774.8934 fax
www.swiaz.com

JOB NO.	18121
DATE	AUG 22
SCALE	1"=40'
DRAWN	JEE
DESIGN	
CHECKED	ADB

BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-74 103-20-011_ADRIAN & LAURA PARRA-ATAYDE_TCE EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Aug 02, 2022-4:24pm

LEGAL DESCRIPTION
Exhibit 'A'
#18121
08/02/2022

A portion of Lot 12 of the Frisco Hills Subdivision as shown on Case 2, Map 33 (herein referred to as R1), Official Records of Coconino County, lying within the southwest quarter of Section 21, Township 21 North, Range 7 East, of the Gila and Salt River Meridian, Coconino County, Arizona, described as follows:

Commencing at the southwest corner of said parcel, from which the southeast corner of said parcel bears North 88°30'13" East, 112.00 feet (Basis of Bearing, North 88°31'00" East, 112.00 feet per R1);

Thence along the west line of said parcel, and the east Right-of-Way line of South Yale Street as shown on R1, North 01°29'47" West, 26.07 feet to the **POINT OF BEGINNING;**

Thence leaving said west line, and said Right-of-Way line, North 88°30'13" East, 2.00 feet;

Thence North 01°29'47" West, 8.00 feet;

Thence South 88°30'13" West, 2.00 feet to a point on said west line, and said Right-of-Way line;

Thence along said west line, and said Right-of-Way line, South 01°29'47" East, 8.00 feet to the **POINT OF BEGINNING;**

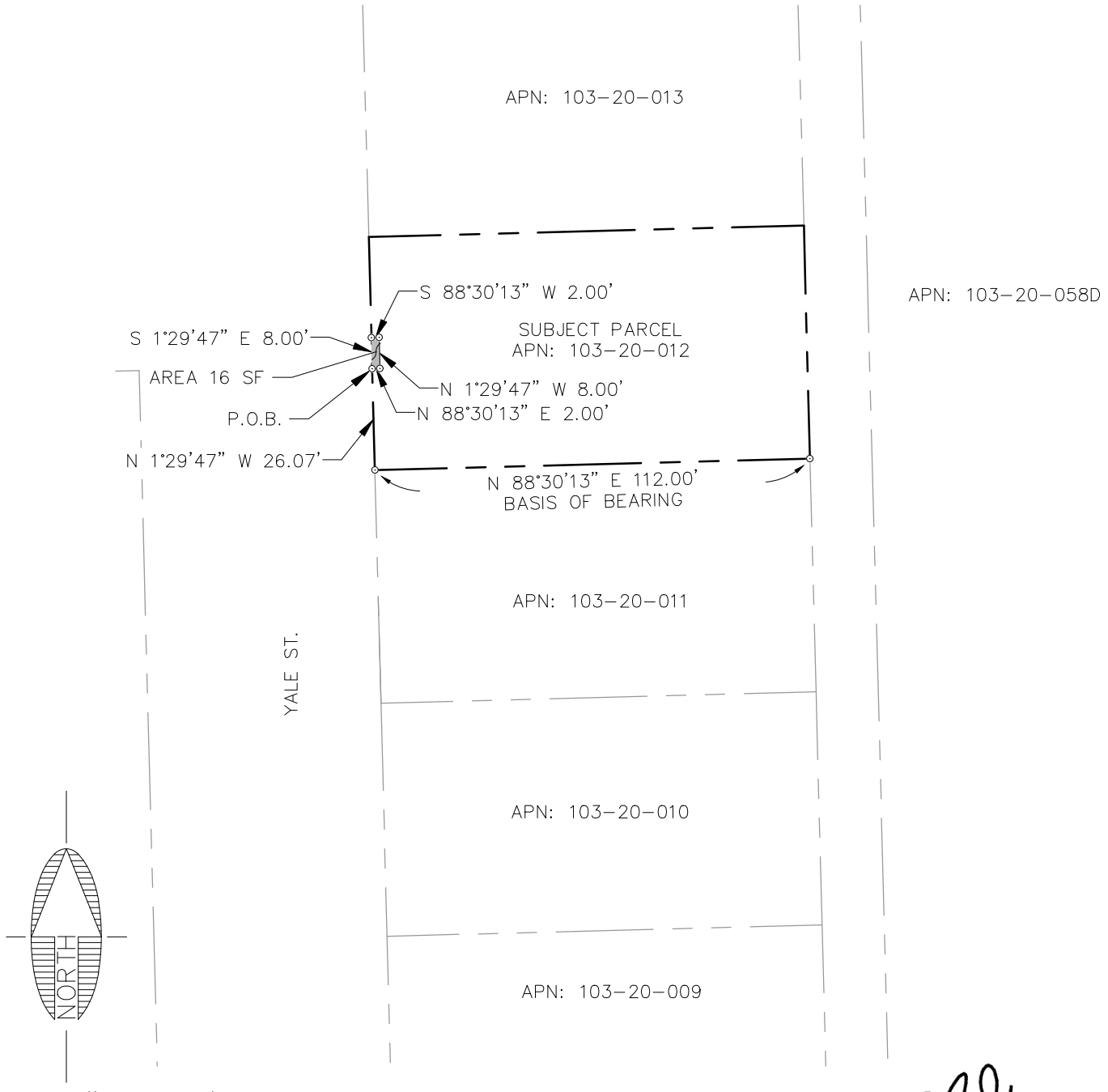
Containing 16 square feet, or 0.001 Acres, more or less.

See Exhibit 'B' attached hereto and made a part hereof.

This legal description was prepared by Aaron D. Borling, RLS 48756, on behalf of and at the request of Shephard-Wesnitzer, Inc., Flagstaff, Az.

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 21 NORTH, RANGE 7 EAST
GILA AND SALT RIVER MERIDIAN
COCONINO COUNTY, ARIZONA



SCALE: 1" = 40'

0 20 40

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DESIGN	
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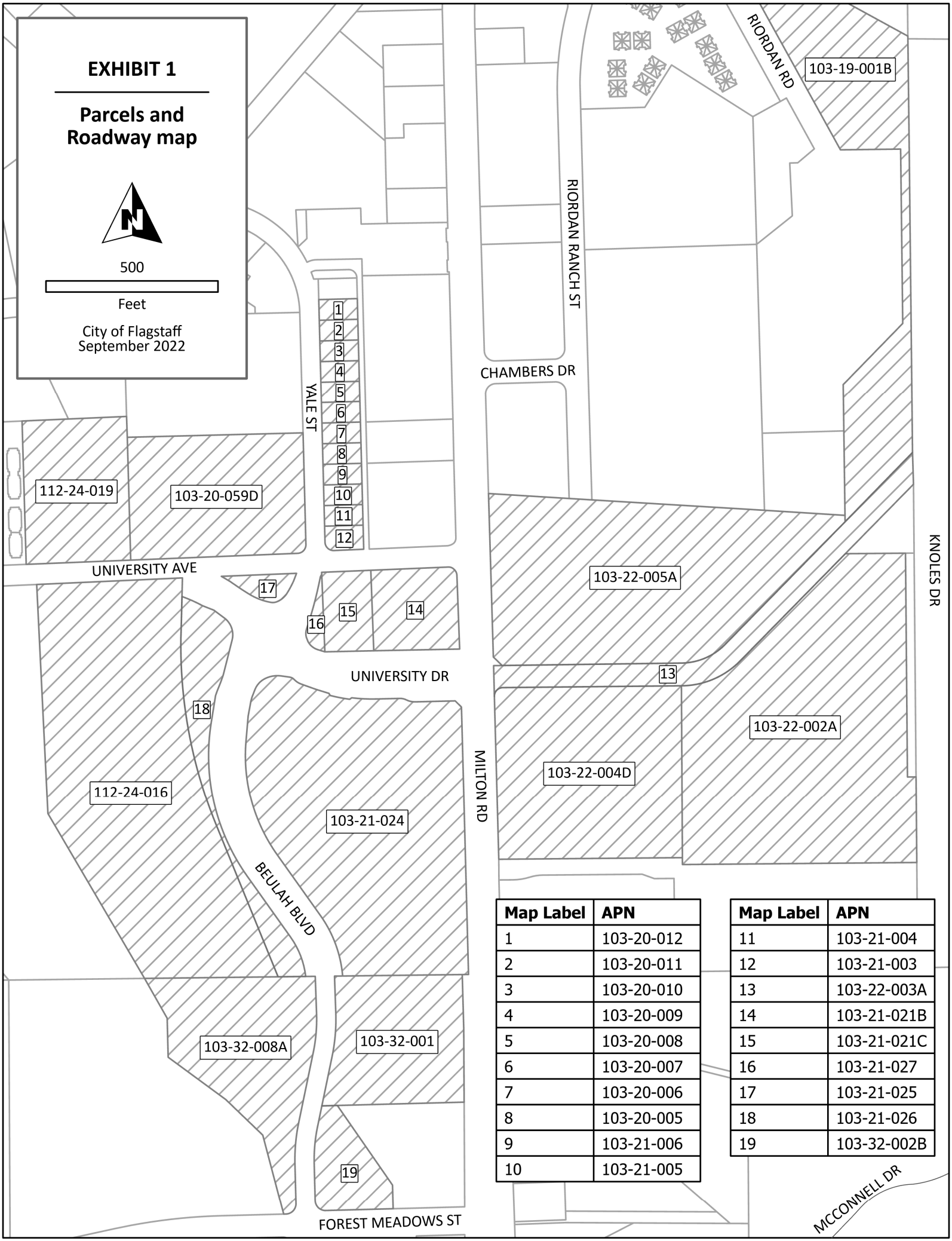
BEULAH & UNIVERSITY — FLAGSTAFF, ARIZONA

LEGAL EXHIBIT

SHEET 2 OF 2

FILE: \\Vr-fileflag\projects\2018\18121\Survey\Legal Descriptions\2022-07-25 Check Set\BU-75 103-20-012_RONALD E & CHRISTAL A STUMP_TCE EXHIBIT.dwg SWI-C3D-2021 PLOTTED: Aug 02, 2022-4:14pm



Map Label	APN
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2	103-20-011
3	103-20-010
4	103-20-009
5	103-20-008
6	103-20-007
7	103-20-006
8	103-20-005
9	103-21-006
10	103-21-005

Map Label	APN
11	103-21-004
12	103-21-003
13	103-22-003A
14	103-21-021B
15	103-21-021C
16	103-21-027
17	103-21-025
18	103-21-026
19	103-32-002B

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To: The Honorable Mayor and Council

From: Edward Schenk, Water Services Manager - Stormwater

Co-Submitter: Brad Hill

Date: 11/07/2022

Meeting Date: 11/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-54: A resolution adopting the 2023 Revised Stormwater Credit Manual.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-54 by title only for the final time
2) City Clerk reads Resolution No. 2022-54 by title only (if approved above)
3) Adopt Resolution No. 2022-54

Executive Summary:

The most recent Stormwater Credit Manual was instituted in 2015. No amendments have been made since.

A detailed review of the Stormwater Credit Manual revealed potential inconsistencies with the original intent of the manual. Concerns exist about the current Stormwater Credit Manual's provision of incentives to Flagstaff residents. The intent of this agenda item is to provide Council with the opportunity to adopt the 2023 Revised Stormwater Credit Manual.

Financial Impact:

There are no direct costs of implementing a revision of the Stormwater Credit Manual. Indirect impacts to the financial inflow to the Stormwater Utility through credits to individual accounts, usually in the 10% credit range. Staff do not recommend a large indirect financial impact since there is an existing Credit Manual that was a revision of the original 2006 Credit Manual. Staff does not expect a large change in applications for credits.

Policy Impact:

The most recent Stormwater Credit Manual went into effect in 2015. It is a revised version of the original Stormwater Credit Manual of 2006 and was intended to provide incentives to businesses and property owners to "go above and beyond" in their private stormwater infrastructure. The current Stormwater Credit Manual contains language that could pose possible concerns with its application. The subject of revising the Stormwater Credit Manual was briefly mentioned to Council as part of the initial City Council discussions related to the Stormwater Rate Study. Additionally, this item was formally presented to the Water Commission in September. A summary of the proposed changes are below and are also in the attached draft updated Stormwater Credit Manual. If the draft document is accepted by Council it will be

put forward in ordinance form with the required two public reads at future regular City Council Meetings.

Stormwater Detention:

In particular: the current Stormwater Credit Manual provides a 20% credit for detention of the 2, 10 and 100 year events. This must be clarified as these standards are required by current code.

The Stormwater Credit Manual provides a 9% credit for meeting detention code of the 1990s. This must be clarified to be consistent with the current detention requirements of the updated/current drainage code.

Staff recommends removing both credits and replacing with a 10% credit for detention basins that provide detention beyond current code. Specifically a detention requirement for a 500-year event.

Residential Water Harvesting:

The Stormwater Credit Manual currently provides a 10% credit for a minimum of 2 rain barrels with a combined capacity of 100 gallons on a residential property. Staff recommends this be changed to a minimum of 300 gallons of on-site residential rainwater harvesting. This change is intended to show a real benefit in terms of rainwater runoff reduction while not being too difficult to obtain for a typical property owner.

Conservation Easement:

The Stormwater Credit Manual provides a 10% credit for a minimum of 10 contiguous acres of conservation easement. This requirement will be hard to meet within City limits as open parcels become more rare, and more expensive. It is recommended that this be changed to 2 contiguous acres of conservation easement for the 10% credit.

Structured Educational Program:

No change.

Additional change to the Credit Manual:

Addition of a section for floodproofing, provide a 10% credit for "wet" or "dry" floodproofing of the primary structure(s) on a parcel.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

High performance governance: Serve the public by providing high quality internal and external customer service (SP)1.2/ 3.2/ (RP)ED.1

Safe & Healthy Community: Foster a safe, secure, and healthy community (SP)3.4/ 4.1/ (RP)PF.1/ PF.3

Sustainable, Innovative Infrastructure: Deliver outstanding services to residents through a healthy, well maintained infrastructure system (SP)3.2/ (RP)PF.2/ E.1-2/ WR.1-6/ LU.7-8/ CD.1/ T.4-6/ REC.1

Environmental Stewardship: Implement sustainable building practices and alternative energy and transportation options (RP)E&C.6/ E.1-2/ WR.3/ PF.2/ REC.1/ LU.5/ LU.10/ LU.13-14/ LU.18/ T.3-7/ E&C.2

Carbon Neutrality Plan

Community resilience, CR-1 and CR-2

Regional Plan

Goal E&C.3. Strengthen community and natural environment resiliency through climate adaptation efforts.

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Goal ED.1. Create a healthy environment for business by ensuring transparent, expeditious, and predictable government processes.

Has There Been Previous Council Decision on This:

Yes, the previous Credit Manual was adopted via Resolution No. 2015-17.

Options and Alternatives:

Alternative: do not adopt a revision of the Credit Manual and continue with the 2015 Credit Manual.

Background/History:

The original credit manual was created in 2006 and revised in 2015. The current credit manual provides inequities through giving credits for developments that meet current standards while penalizing older neighborhoods that were built to old standards. The intent of a Stormwater Credit Manual is to incentivize private development and improvements that go beyond current standards.

Key Considerations:

The most recent Stormwater Credit Manual went into effect in 2015. It is a revised version of the original Stormwater Credit Manual of 2006 and was intended to provide incentives to businesses and property owners to "go above and beyond" in their private stormwater infrastructure. The current Stormwater Credit Manual contains language that could pose possible concerns with its application. The subject of revising the Stormwater Credit Manual was briefly mentioned to Council as part of the initial City Council discussions related to the Stormwater Rate Study. Additionally, this item was formally presented to the Water Commission in September. A summary of the proposed changes are below and are also in the attached draft updated Stormwater Credit Manual. If the draft document is accepted by Council it will be put forward in ordinance form with the required two public reads at future regular City Council Meetings.

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The Stormwater Credit Manual provides a 9% credit for meeting detention code of the 1990s. This must be clarified to be consistent with the current detention requirements of the updated/current drainage code.

Staff recommends removing both credits and replacing with a 10% credit for detention basins that provide detention beyond current code. Specifically a detention requirement for a 500-year event.

Residential Water Harvesting:

The Stormwater Credit Manual currently provides a 10% credit for a minimum of 2 rain barrels with a combined capacity of 100 gallons on a residential property. Staff recommends this be changed to a minimum of 300 gallons of on-site residential rainwater harvesting. This change is intended to show a

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Structured Educational Program:

No change.

Additional change to the Credit Manual:

Addition of a section for floodproofing, provide a 10% credit for "wet" or "dry" floodproofing of the primary structure(s) on a parcel.

Community Benefits and Considerations:

The benefit of revising the Credit Manual is providing options for reducing the community's Stormwater utility rate through incentivizing activities that reduce flood risks at a local level.

Community Involvement:

The proposed revisions to the Stormwater Credit Manual was brought to Water Commission in August and September and to City Council for discussion on November 1st, 2022.

Attachments: Res. 2022-54
2023 Draft Credit Manual
2015 Credit Manual

RESOLUTION NO. 2022-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE *2023 REVISED STORMWATER CREDIT MANUAL* FOR THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, on March 18, 2003, the City of Flagstaff ("City") enacted the Stormwater Management Utility regulations as Division 12-02-001 of the City Code ("Stormwater Regulations"), thereby establishing the Stormwater Management Utility and, among other matters, establishing the Stormwater Management Utility Service Charge ("Service Charge"); and

WHEREAS, Section 12-02-001-0001 of the Stormwater Regulations recognizes that credits are an appropriate means of adjusting fees, rentals, charges, fines and penalties; and

WHEREAS, Section 12-02-001-0008(c) of the Stormwater Regulations requires the provision of credits against Service Charges and/or other methods of funding stormwater management; and

WHEREAS, on November 2, 2004 the City Council adopted Ordinance No. 2004-22, which established and Interim Stormwater Utility Credit Manual ("Interim Credit Manual") as authorized by Section 12-02-001-0001 and 10-02-001-0008(c) of the Stormwater Regulations; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2006-17 to increase Service Charges and adopt a revised Interim Credit Manual under the Stormwater Regulations with a new fee structure which was implemented incrementally; and

WHEREAS, on June 2, 2015 the City Council adopted Ordinance No. 2015-07 to adjust Service Charges and also adopted Resolution No. 2015-17 setting forth the updated 2015 Revised Stormwater Utility Credit Manual under the Stormwater Regulations; and

WHEREAS, the Stormwater Division has again prepared and proposes that the Council adopt a newly revised and updated Stormwater Credit Manual; and

WHEREAS, having read and considered the Staff Summary Report submitted in support of this Resolution, the Council finds that adoption of the 2023 Revised Stormwater Credit Manual by resolution is in the best interests of the citizens of the City of Flagstaff.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The 2023 *Revised Stormwater Credit Manual* attached hereto and hereby incorporated herein is hereby adopted.

SECTION 2. The Water Services Division and the City Clerk are authorized and directed to edit and correct clerical errors or typographical and/or grammatical errors of wording and punctuation.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A – 2023 Revised Stormwater Credit Manual

WATER SERVICES DIVISION

Stormwater Management

Determination of Stormwater Credit Amounts

Prepared December 2014
Revised 2022

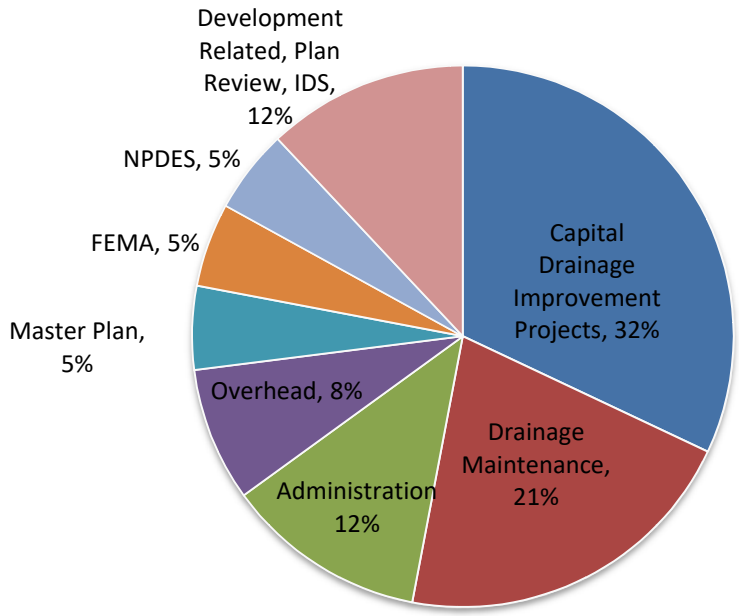
The following is a general description of how the Stormwater Section determines appropriate credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below. Credits listed are per bill and applicable until deemed not in compliance by City staff or until there is a change in account holder.

City Stormwater Program Elements

An assessment of the City's Stormwater Management Activities is necessary to determine appropriate credits. The Program has two overall functional areas, Stormwater Quantity and Stormwater Quality. These include many sub-categories:. Stormwater Quantity is the larger of the two and includes the following:

- Regulatory Compliance: FEMA Regulations, ADWR Regulations, City Floodplain Regulations, Floodplain Permits, CRS, NFIP
- Civil Plan Review and Drainage Report Review
- Capital Drainage Improvement Program
- Masterplan activities
- Drainage Maintenance

Stormwater Quality activities include AZPDES Compliance Activities and Low Impact Development projects.



Stormwater Activities Budget breakdown activities

DRAFT

The effectiveness of the stormwater quantity mitigation determines the credit amount you can receive:

1. **<u>CREDITS FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY OR MEMBERS (ON-LOT) OF HOMEOWNERS' ASSOCIATIONS.</u>** These credits do not apply to single family or duplex units.

   A. Detention Basins

   Detention basins slow the rate of runoff to ensure that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

   - Detention basins that exceed the current standard for attenuation of the 100-year storm receive a credit of up to 20%. Full credit is given to basins that attenuate a 500-year design storm or 3 inch rain event in 45 minutes if within a post-wildfire watershed.

   B. Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)

   LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

   For LID or active rainwater harvesting mitigations constructed greater than the 1 inch level as required, the credit is 10%.

   C. Conservation Easements

   A Conservation Easement is defined as a no possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

   To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 2 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

   The credit for the granting of a Conservation Easement is 10%.

2. CREDIT FOR RESIDENTIAL DEVELOPMENT

Water Harvesting for Residential Development

To receive credits, you must provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption. Collection of rainwater reduces stormwater runoff volume and can result in improved water quality.

A typical rain barrel collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off.. The use of the roof water on vegetation as irrigation results in improvements to water quality. Harvesting also decreases demands on potable water use. A minimum collection of 300 gallons is required for a credit. The credit is applicable until cancelled by an account holder or unless a City staff site visit determines that there is insufficient water harvesting on-site.

Credit is 10%

3. CREDIT FOR NON-RESIDENTIAL PROPERTIES

Development and Implementation of a Structured Educational Program

A credit is provided for an institution or organization that develops and implements a Public Education Program for primary, secondary or college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and A.R.S. Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

Public education is a vital component of the City's Stormwater Quality Program. A properly structured program promotes pollution prevention and strengthens the City's NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

Credit is 20%. The credit will be provided so long as the Educational Program is active.

4. CREDIT FOR ALL PROPERTIES

Active and passive floodproofing of primary structures

A credit is provided to a property that can demonstrate either "wet" or "dry" floodproofing of the primary structure(s) on the property to the extent of a 100 year design storm or a 2 inch rain in 45 minutes if within a post-wildfire watershed. The land owner needs to show adequate evidence of floodproofing which may include an Elevation Certificate, professionally sealed as-built design, or professionally sealed memorandum or technical report from a Professional Engineer, Professional Architect, or Licensed Surveyor.

Credit is 10% and is provided as long as evidence of floodproofing is maintained and operational.

Procedure for Application of Credits:

Complete the attached Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. If eligibility requirements are met, the Credit will become effective on the next utility bill. Credits may not be applied retroactively.

The Stormwater Division Staff may periodically inspect your activities to verify credits and that credited facilities are being properly maintained. If staff discovers a deficiency, we will send a letter to the applicant noting the deficiency and suspension of the credit. Credit(s) can be reinstated after we receive and verify that the deficiencies have been corrected. Credits applied before this version of the Credit Manual will be "grandfathered" and will not require a new application for credits.

City of Flagstaff, Stormwater Division

Application for Stormwater Utility Fee Credit

Dear Flagstaff Resident:

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented Stormwater controls on your property, you might be eligible for a reduction in your current fee. Please check the appropriate box(es) and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

After the Stormwater Section reviews, verifies and approves your application the credit will become effective on your next utility bill. We will send a copy of the processed application to you for your records.

CREDITS:

1.A. **Stormwater Detention** (commercial, industrial, multi-family, and members of homeowners' associations):

___There is a detention basin on my property constructed that provides detention for a 500 year event or 3 inch rain in 45 minutes if within a post-wildfire watershed. The basin is presently functional and maintained as necessary (for a homeowners' association, please provide documentation that basins are inspected and maintained).

Credit is 20% or pro-rated if less than 500 year event but greater than current standards.

1.B. **Low Impact Development (LID) or Active Rainwater Harvesting** (commercial, industrial, multi-family or members of homeowners' associations)

___ My property has been constructed with city-approved LID or active rainwater harvesting that exceeds current minimum standards. The facilities are presently functional, and maintenance is performed as necessary (for homeowners' association, please provide documentation that facilities are inspected and maintained).

Credit is 10% Partial, prorated credits may be applied for varying amounts of LID/Active harvesting.

1.C. Conservation Easement

___I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the easement. I acknowledge that the easement protects at least 2 contiguous acres. Note: The applicant is encouraged to have all the required documentation reviewed by City staff.

Credit is 10%

2. Residential Water Harvesting (individual residential only):

____I have installed rain barrels, of a minimum 300-gallon total capacity, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.

Credit is 10%

3. Structured Educational Program (Public Education Program for primary, secondary and college-level students)

___My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes.

Up to a 20% credit may be provided

4. Active or passive floodproofing

___ My property includes active or passive "wet" or "dry" floodproofing of the primary structure(s). I am including adequate evidence that the floodproofing meets a 100 year event, or 2 inch in 45 minutes rain event if within a post-wildfire watershed.

Credit is 10%

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Home Owner's Association Name and contact phone # (if applicable)

_____

By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my stormwater credits are existing and functioning properly. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.

Print Name Signature

You will be sent an executed copy of this form for your records.

For office use only

Received by:

_____

Application Verification:

_____

Date applied toward billing:

_____

Authorized signature:

_____

RESOLUTION NO. 2015-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK ENTITLED THE *"REVISED STORMWATER UTILITY CREDIT MANUAL"* AND DECLARING AN EFFECTIVE DATE

RECITALS:

WHEREAS, pursuant to A.R.S. § 9-802 a municipality may enact or amend provision of the City Code by reference to a public record, providing that the adopting ordinance is published in full;

ENACTMENTS:

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1.

That certain document known as *"REVISED STORMWATER UTILITY CREDIT MANUAL"*, attached hereto as Exhibit A, three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

SECTION 2.

This resolution shall be effective thirty (30) days following adoption by the City Council.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibit A
UTILITIES DIVISION
Stormwater Management

REVISED STORMWATER UTILITY CREDIT MANUAL

Prepared by Malcolm Alter
December 2014

The following is a general accounting for the determination of appropriate credits for the Stormwater Utility Fee. The credit is based on stormwater quantity and quality issues as discussed below:

City Stormwater Program Elements

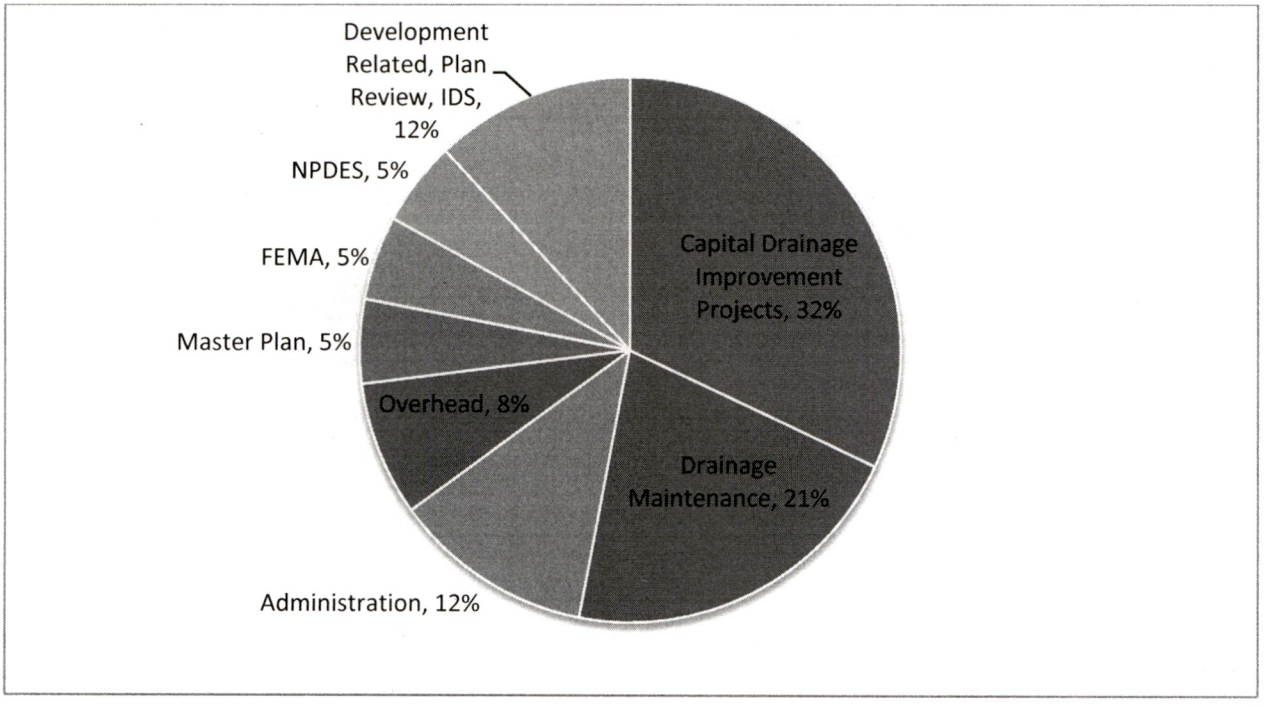
An assessment of the City's Stormwater Management Activities is necessary in order to determine appropriate credits. Essentially, the Program has two overall functional areas that include many sub-categories: Stormwater Quantity and Stormwater Quality. Stormwater Quantity is clearly the larger of the two and includes the following activities:

- Regulatory Compliance: Federal Emergency Management Agency (FEMA) Regulations, Ariozna Department of Water Resources (ADWR) Regulations, City Floodplain Regulations, Floodplain Permits, Community Rating System (CRS), National Flood Insurance Protection (NFIP);
- Civil Plan Review and Drainage Report Review;
- Capital Drainage Improvement Program;
- Masterplan activities;
- Drainage Maintenance.

Stormwater Quality activities include:

- National Pollutant Discharge Elimination System (NPDES) Compliance Activities;
- Low Impact Development projects.

The general budget breakdown for Stormwater Section activities are shown in the following pie chart:



Relationship of mitigations to program elements

The goal of determining specific credit amounts is based on the effectiveness of the mitigation and its relationship to the program. Please note that the calculation of specific credit amounts are based off data that is subject to minor fluctuations respecting specific budget items in any given year. Therefore credit calculations should be considered general in nature.

Detention Basins

Detention basins control the rate of runoff thereby ensuring that downstream properties are not adversely impacted by increased flow rates. Detention is directly related to capital improvements (controlling the need for upsizing), FEMA activities (flooding potential) and Master Planning (flood flow increases). Furthermore, detention can reduce flood flow rates by up to 50% when compared with pre-development flood flows.

Therefore, a credit for detention basins that meet the current standard for attenuation of the 100-year storm is 20%.

For detention basins constructed from 1990 to 2000 that are only designed to attenuate the 25-year storm, a credit of 9%.

Low Impact Development (LID) and Active Rainwater Harvesting (non-residential)

LID facilities or active rainwater harvesting systems designed to retain 1 inch of runoff have direct relationships with Capital Improvements, FEMA activities, NPDES and

4master planning. Also, LID or active rainwater harvesting retains 1 inch of stormwater as compared to the 100 year 24-hour storm volume of 4.5 inches.

Therefore a credit of 10% is provided for LID or active rainwater harvesting mitigations constructed to the 1 inch level. Credit may be provided for varying amounts of LID on a prorated basis not to exceed 68%.

Conservation Easements

A credit for the recordation of a Conservation Easement. A Conservation Easement is defined as a non-possessory interest of a holder in real property that, for conservation purposes as defined by A.R.S. 33-271(2), permanently protects that property from being developed or otherwise altered from its natural state in the future. A Conservation Easement operates like a deed restriction and is held by a governmental body empowered to hold an interest in real property, or by a charitable corporation or trustee of a charitable trust.

To qualify for a stormwater credit, the Conservation Easement must protect a minimum of 10 contiguous acres. The effect of the undisturbed land on stormwater quality can only be measured qualitatively. The Conservation Easement must contain significant stormwater assets, such as regional watercourses to be eligible.

The credit for the granting of a Conservation Easement is 10%.

Development and Implementation of a Structured Educational Program

A credit for an institution or organization that develops and implements a Public Education Program for primary, secondary and college-level students on stormwater management and water quality issues. The program must be designed to meet the goals and requirements of public education and outreach as defined in 40 CFR Parts 9, 122, 123 and 124 and also, A.R.S., Title 49, Chapter 2, Article 3.1 and Arizona Administrative Code, Title 18, Chapter 9, Articles 9 and 10.

The effects of a public education program on stormwater quality can only be assessed qualitatively, but it is considered a vital component of the City's Stormwater Quality Program. If such a program is properly structured, the program would assist the City with NPDES compliance activities. If an applicant proposes such a program, the City should assist in program development to ensure compliance with the above-cited requirements.

The proposed credit for the development of a Structured Educational Program is up to 20%. The Credit will be provided so long as the Educational Program is active.

Water Harvesting for Residential Development

Residents who provide rain barrels of sufficient size on roof downspouts or other similar method(s) of collecting rainwater and use the rainwater for irrigation or consumption

should be afforded credits. Collection of rainwater relates to reduced volume as well as improvements in quality.

A typical rain barrel only collects a small percentage of the total runoff from a typical roof section during the 100-year event. For a 20x20' roof section, 1000 gallons may be expected to run off. Nevertheless, there is a significant impact to water quality issues that must be addressed qualitatively. Roofs generate metals as pollutants and frequent rainfall runoff events are captured. The use of roof water as irrigation on vegetation results in improvements to water quality. Harvesting also decreases demands on potable water use.

The credit for the installation of rain barrels on all residential downspouts should be credited 10%.

Procedure For Application of Credits:

An applicant must complete the Application Form and submit it to the Stormwater Division. Staff will review the application to assess completeness and partial credits, if any. Assuming eligibility requirements are met, an adjustment to the utility bill will be entered within 10 business days after the completion of the staff review.

The Stormwater Division Staff may provide periodic inspection activities to verify credits and to verify that credited facilities are being properly maintained. Upon discovery of a deficiency, a letter will be sent to the applicant noting the deficiency and suspension of the credit. Upon receipt of a correction notification attesting that the deficiencies have been corrected and upon verification of the corrections by the City, the credit will be reinstated.

City of Flagstaff, Stormwater Division

Application for Stormwater Utility Fee Credit

Dear Citizen;

This is an application to the City of Flagstaff to reduce your Stormwater Utility Fee. If you have implemented certain Stormwater controls on your property, you may be eligible for a reduction in your current fee. Please check the appropriate boxes and provide any necessary supporting documents requested with this application. An incomplete application will not be processed.

Upon review, verification and approval of your application, the City will provide the credit to your account within 10 business days. A copy of the processed application will be provided to you for your records.
CREDITS:

___ **Stormwater Detention** (commercial, industrial, multi-family, and members of homeowners associations):

___There is a detention basin on my property constructed after year 2000 that provides detention for the 2-year, 10-year, and 100-year events. The basin is presently functional and maintenance is performed as necessary (for a home owner's association, please provide documentation that basins are inspected and maintained).
A credit of 20% is provided.

___There is a detention basin that was constructed between years 1990 and 2000 that provides detention for the 25-year flood event. The basin is presently functional and maintenance is performed as necessary (for home owner's association, please provide documentation that basins are inspected and maintained).
A 9% credit is provided.

____ **Residential Water Harvesting** (individual residential only):

___I have installed at least two rain barrels, of a minimum 50 gallon capacity each, on roof downspouts and utilize the stormwater for irrigation or other recycling purposes, or I have installed other types of catchments and reuse the stormwater for purposes of recycling. Attached is a sketch of my lot and house showing the locations and sizes of my rain barrels or catchments. Also attached is a description of the use of the stormwater.
A 10% credit is provided.

____ **Low Impact Development (LID) or Active Rainwater Harvesting (commercial, industrial, multi-family or members of homeowner's associations)**

___ **My property has been constructed with city-approved LID or active rainwater harvesting. The facilities are presently functional and maintenance is performed as necessary (for home owner's association, please provide documentation that facilities are inspected and maintained).**

A 10% credit is provided. Partial, prorated credits may be applied for varying amounts of LID/Active harvesting.

___ **Conservation Easement**

___I am applying for the Conservation Easement Credit and have attached a copy of the recorded Conservation Easement, recorded Holder Acceptance, and survey map with legal description of the Conservation Easement. I acknowledge that the Conservation Easement protects at least 10 contiguous acres. Note: Prior to recordation of the Conservation Easement and Holder Acceptance, the applicant is encouraged to have all of the required documentation reviewed by City staff.

A 10% credit is provided.

___ **Structured Educational Program**

___My institution/organization is applying for the credit for the development and implementation of a Stormwater Education Program. I have developed the program in conjunction with City staff and the program meets the goals and requirements of appropriate State and Federal Codes.
Up to a 20% credit may be provided.

Name: _____

Site Address: _____

Mailing Address: _____

Telephone (wk/home): _____

Subdivision Name (if applicable): _____

Home Owner's Association Name and contact phone # (if applicable)

_____

_____

By signing below, I attest that the above information is true and correct. I acknowledge and agree that the City of Flagstaff may inspect my property to verify that my storm water facilities, as indicated above, exist and function properly to be eligible for stormwater credits. I further agree that I will ensure that my stormwater facilities will be properly maintained. I understand that if my stormwater facilities are no longer in place, or are not functioning properly, my credit will be revoked. I also acknowledge that misrepresentation of the above information may constitute fraud and may be punishable by law.

Print Name_____ Signature _____

You will be sent an executed copy of this form for your records.

For office use only

Received by:

_____

Application Verification:

_____

Date applied toward billing:

_____

Authorized signature:

_____

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Dan Musselman, Police Chief
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-53: A resolution approving the Second Amendment to the Intergovernmental/Third-Party Agreement between the City of Flagstaff, Coconino County and Paw Placement of Northern Arizona dba High Country Humane for Animal Sheltering Services

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-53 by title only
2) City Clerk reads Resolution No. 2022-53 by title only (if approved above)
3) Adopt Resolution No. 2022-53

Executive Summary:

This Second Amendment to Intergovernmental Agreement (IGA) with Coconino County and a Third-Party Agreement with Paw Placement of Northern Arizona dba High Country Humane (High Country) to provide Animal Sheltering Services includes language that all three of the involved parties requested. The Second Amendment to the IGA/Third-Party Agreement was drafted jointly by operational staff from all three entities. It includes further definitions and adds clarifying language to outline the roles and responsibilities of the parties.

Financial Impact:

In January 2022, High Country request a yearly increase to the IGA/Third-Party Agreement beginning in Fiscal Year 2022-23. The City and County began discussions on the impacts that the increase would have on Animal Sheltering Services. The City Council agreed to a one time increase for Fiscal Year 2022-23 in the amount of $124,500. This increase would add to the existing amount of $290,890 the City was already contractually obligated to pay. For Fiscal Year 2023-24, the compensation from the City will revert to the previous agreed upon amount of $290,890. It is anticipated that High Country may bring forward another funding request.

The County portion (for FY2022-23) paid will be fifty-five percent (55%) of the compensation or $495,000 ($41,250 per month). The County shall remit $41,250 per month directly to High Country.

The City portion (for FY2022-23) paid will be forty-five percent (45%) of the compensation or $405,000 ($33,750 per month). The City shall remit $33,750 per month directly to High Country.

The County and City will pay yearly maintenance costs in the amount of $24,780 annually. The County portion will be $12,390 and the City portion will be $12,390, paid once annually. The City shall remit the $12,390 directly to High Country and the County shall remit $12,390 directly to High Country annually.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

3) Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.
8) Improve the effectiveness of notifications, communication, and engagement with residents, neighborhoods and businesses and about City services, programs, policies, projects and developments.

Has There Been Previous Council Decision on This:

On October 16, 2018, the City Council adopted Resolution #2018-47 approving an IGA between the City of Flagstaff and Coconino County and a Third-Party Agreement with High Country to provide Animal Sheltering Services. Additionally, this same IGA/Third-Party Agreement was presented to and approved by the Coconino County Board of Supervisors on October 16, 2018.

In February 2020, High Country approached both the City and County requesting additional assistance to cover the higher expenses they were experiencing. High Country requested a one-time increase for Fiscal Year 2019-2020 in an amount of $48,332.00 ($26,583 City/$21,749 County) which is in line with the allocation percentages under the original IGA/Third-Party Agreement. High Country requested additional increases in Fiscal Years 2020-21 and 2021-22 of $145,000 ($79,200 City/$65,800 County) which is in line with the allocation percentages under the original IGA/Third-Party Agreement. High Country presented to City Council on March 10, 2020, about services and increase funding request. The City Council gave direction to amend the IGA/Third-Party Agreement with the requested increases. On July 7, 2020, the City Council approved Resolution #2020-42 approving the First Amendment to the IGA/Third-Party Agreement.

In January 2022, High Country sent a letter to the City requesting additional compensation. The City Council agreed to a one time increase of $124,500, for Fiscal Year 2022-23 only. Under the Second Amendment to the IGA/Third-Party Agreement presented today, the County portion (for FY2022-23) paid will be fifty-five percent (55%) of the compensation or $495,000 ($41,250 per month). The County shall remit $41,250 per month directly to High Country. The City portion (for FY2022-23) paid will be forty-five percent (45%) of the compensation or $405,000 ($33,750 per month). The City shall remit $33,750 per month directly to High Country.

The County and City will pay yearly maintenance costs in the amount of $24,780 annually. The County portion will be $12,390 and the City portion will be $12,390, paid once annually. The City shall remit the $12,390 directly to High Country and the County shall remit $12,390 directly to High Country annually.

Options and Alternatives:

1. Approve the Second Amendment to the IGA/Third-Party Agreement with Coconino County and High Country; or
2. Do not approve the Second Amendment to the IGA/Third-Party Agreement.

Background/History:

In 2017, City staff were approached by the County and asked if the City would be interested in a joint County/City Request for Proposals (RFP) for Animal Shelter Services. The owner of the Second Chance Center for Animals indicated a possible interest in donating the property and building to the County if the primary use and purpose were for an animal shelter. On April 27, 2018, a joint County/City RFP was advertised, and two proposers responded: Coconino Humane Society and High Country.

After the evaluation/scoring process and negotiations with both proposers, the City and the County determined that High Country was the highest scoring organization that met the needs of both agencies. On October 16, 2018, the City Council adopted Resolution #2018-47 approving the original IGA/Third-Party Agreement between the City, the County, and High Country. Simultaneously, this same IGA/Third-Party Agreement was presented and approved by the Coconino County Board of Supervisors on October 16, 2018.

The original term of this Agreement is from October 16, 2018, through June 30, 2024. Under the original term of the IGA/Third-Party Agreement, the contract may be renewed for up to one (1) additional, five (5) year extension by mutual written consent of the parties.

High Country presented to the City Council again on March 10, 2020, about services and an increased funding request. The City Council gave direction to amend the original IGA/Third-Party Agreement with the requested increases. On July 7, 2020, City Council adopted Resolution #2020-42 approving the First Amendment to the IGA/Third-Party Agreement between the City, the County and High Country.

In January 2022, High Country sent a letter to the City requesting a yearly increase to the contract beginning in Fiscal Year 2022-23. The City and the County began discussions on the impacts that the increase would have on Animal Sheltering Services. The City Council agreed to a one time increase for Fiscal Year 2033-23 in the amount of $124,500, there by adding to the existing City compensation amount of $290,890, for a total compensation of $415390 for Fiscal Year 2022-23.

Key Considerations:

Under the terms of the Second Amendment to the IGA/Third-Party Agreement, High Country re-commits to providing the professional services and programs to the community that include: public education (rabies, pet care, bite safety), adoption services, public education on spay/neuter for dogs/cats, lost and found, and pet food banks for low-income assistance. High Country is committed to adherence to the requirements of the American Society for the Prevention of Cruelty to Animal (ASPCA) by putting Association of Shelter Veterinaries (ASV) Guidelines into action under the Second Amendment to the IGA/Third-Party Agreement.

Community Benefits and Considerations:

The City benefits by having an updated facility that will accept and provide care and shelter for the adoption of stray dogs and cats.

Expanded Options and Alternatives:

1. Approve the Second Amendment to the IGA/Third-Party Agreement with the County High Country; or
2. Do not approve the Second Amendment to the IGA/Third-Party Agreement.

Attachments:

Res. 2022-53
Second Amendment IGA-3rd Party Agreement
Exhibit 1
Exhibit 2
Original HCH IGA 10-16-2018
First HCH IGA Amendment 6-23-2020

RESOLUTION NO. 2022-53

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING AMENDMENT TWO TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCONINO COUNTY, PAW PLACEMENT OF NORTHERN ARIZONA, DBA HIGH COUNTRY HUMANE, AND THE CITY OF FLAGSTAFF FOR ANIMAL SHELTERING SERVICES

RECITALS:

WHEREAS, the City of Flagstaff (City) must provide animal shelter services pursuant to Flagstaff City Code Section 6-02001-0002; and

WHEREAS, pursuant to A.R.S. §§ 11-952 and 11-1013, the City may enter an intergovernmental agreement with Coconino County (County) to provide for animal shelter services through a county animal shelter facility operated by a third-party; and

WHEREAS, the City and County agreed to work together to select a third-party to provide animal sheltering services through a single joint request for proposals and subsequent agreement; and

WHEREAS, the City and County jointly issued Request for Proposals 2018-107 to obtain animal shelter services consistent with Arizona Revised Statutes Title 11, Chapter 7, Article 6, and Title 9, Chapter 4, Article 8, to be provided at the Property; and

WHEREAS, after a competitive process, on October 16, 2018, the City and County successfully negotiated an Intergovernmental and Third-Party Agreement for Animal Shelter Services with Paw Placement of Northern Arizona dba High Country Humane; and

WHEREAS, on June 23, 2020, the Parties entered into a First Amendment amending certain provisions of the Intergovernmental and Third-Party Agreement; and

WHEREAS, the City and County desire to enter into a Second Amendment modifying the terms and conditions of the Intergovernmental and Third-Party Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

That the Second Amendment of the Intergovernmental and Third-Party Agreement Between the City of Flagstaff, Coconino County and Paw Placement of Northern Arizona dba High Country Human be hereby accepted and approved, and the Mayor be authorized and directed to execute the Second Amendment of the Intergovernmental and Third-Party Agreement on behalf of the City of Flagstaff, attached hereto as Exhibit A.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
IGA

This SECOND AMENDMENT TO THE INTERGOVERNMENTAL AND THIRD-PARTY AGREEMENT is made this _____ of _____, 202__.

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001 (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, a political subdivision of the State of Arizona, of 211 West Aspen Avenue, Flagstaff, Arizona 86001 (hereinafter the "City"),

AND

PAW PLACEMENT OF NORTHERN ARIZONA, doing business as HIGH COUNTRY HUMANE, an Arizona Non-Profit 501(C)(3) Organization located at P.O. Box 942, Flagstaff, AZ 86002 (hereinafter the "Independent Contractor").

WHEREAS:

A. The County, pursuant to A.R.S. § 11-1013, may provide for animal shelter services through a county animal sheltering facility;

B. The City provides animal shelter services pursuant to Flagstaff City Code Section 6-02001-0002;

C. The City and the County, pursuant to A.R.S. §§ 11-952 and 11-1013, may enter an intergovernmental agreement to provide for animal shelter services through a county animal shelter facility;

D. The County received by donation the property located at 11665 N. US Highway 89, Flagstaff, Arizona 86004, and all associated facilities and grounds (hereinafter "Property") from the Second Chance Center for Animals Foundation;

E. Pursuant to the deed transferring title in the Property to the County, for a period of thirty (30) years from the date of the transfer. The primary use of the Property will be for animal care and management;

F. In fulfilling the intent of the donation, the County wishes to utilize the Property in a manner to encourage the self-sufficiency of an independent contractor who can provide animal sheltering services as well as extended services beyond those required by law for the benefit of the community;

G. The County has entered into a concurrent agreement with the City of Flagstaff to work together to obtain animal sheltering services through a single joint request for proposals and subsequent agreement;

H. The County and City of Flagstaff jointly issued Request for Proposals 2018-107 to obtain animal shelter services consistent with Arizona Revised Statutes Title 11, Chapter 7, Article 6, and Title 9, Chapter 4, Article 8, to be provided at the Property;

I. The Independent Contractor submitted the successful proposal;

J. The Independent Contractor is ready, willing, and able to provide the Services to both the County and the City at the County-owned facility;

K. The County grants the Independent Contractor a license to use this property during the term of this Agreement pursuant to this Agreement;

L. This Agreement also serves as the license for the Independent Contractor to use the property as stated herein;

M. Independent Contractor will maintain a valid and active Shelter Permit pursuant to Coconino County Keeping of Animals Ordinance 2021-10 as stated herein;

N. On June 23, 2020, the Parties entered into a First Amendment amending certain provisions of the Agreement;

O. The Parties desire to enter into a Second Amendment modifying the terms and conditions of the Agreement;

P. For purposes of clarity, the terms and conditions contained in the Second Amendment shall amend and supersede the terms and conditions of the Agreement and First Amendment. From this point forward, the contractual arrangement between the Parties shall be referred to as "the **Agreement**".

THEREFORE, in consideration of their mutual promises outlined in this Agreement, the County, the City, and the Independent Contractor agree as follows:

I. Services Agreement.

A. Definitions:

1. Abandoned Animal – Dogs or cats, or pocket pets brought into a shelter by an individual that is not the principal owner of the animal and cannot keep the animal (i.e., a tenant moves out of a rented property and leaves a pet behind).

2. County or City Representative – Coconino County Animal Management Officer, representative of Coconino County Health and Human Services, Coconino County Sheriff's Officers, City of Flagstaff Animal Control Officer, City of Flagstaff Police Officers, and City of Flagstaff Police Aides.

3. Do Not Return to Owner Animal – As referenced in Coconino County Health and Human Services (CCHHS) Animal Management procedures, a Do Not Return to Owner Animal is an animal that a City or County Representative has allowed the

owner to voluntarily sign over to CCHHS Animal Management or a City of Flagstaff Animal Control Officer in order to permanently remove the animal from the property. The animal will be forfeited to the Independent Contractor and shall not be returned to the owner/property. Examples are cases of neglect, cruelty, disabilities or unable to care, and public safety.

4. Facility – All physical structures, grounds, and landscaping.

5. Livestock – Horses, sheep, goats, swine, mules, and donkeys.

6. Managed Admissions – Thoughtful process whereby admission of animals into a shelter is scheduled based on the shelter's capacity to provide humane care and assure the best and most appropriate outcome for each animal admitted. Managed admissions apply only to owner surrenders. Fees may be charged by Independent Contractor.

7. Owner Surrender – The owner of a dog or cat wants to relinquish ownership of their animal. NOTE: owner surrenders will be subjected to managed admissions; however, the Independent Contractor will take back animals they have adopted out within (1) one month without requiring that the surrendering owner complete the managed admissions process. The surrendering owner may be charged a fee by Independent Contractor.

8. Small Critter – Small pets such as, but not limited to, reptiles, birds, hamsters, gerbils, guinea pigs, domestic rabbits, mice, and rats.

9. Stray Animal – A dog or cat running at large with no identification tag and no known owner brought in by the public, or a County or City Representative.

10. Stray Livestock – Farm animals considered an asset whose owner is unknown.

11. Unincorporated Coconino County Resident – Individuals living outside the City of Flagstaff, City of Page, and City of Williams, and including tribal lands.

B. Scope of Work: The Independent Contractor shall provide animal shelter services (hereinafter "Services"), which shall consist of:

1. Maintaining and operating an animal shelter in accordance with the American Society for the Prevention of Cruelty to Animals (ASPCA) Shelter Care Checklists: Putting Association of Shelter Veterinarians (ASV) Guidelines into Action, attached hereto as Exhibit #1.

2. Implementing the "Must" standards as defined on the ASPCA website referenced above in each of the following areas to assure the delivery of acceptable and humane animal care:

   a. Management and Record Keeping
   b. Facility Design and Environment

c. Population Management
d. Sanitation
e. Medical Health and Physical Well-Being
f. Enclosures
g. Socialization and Interaction with Animals
h. Group Housing
i. Animal Handling
j. Euthanasia
k. Spaying and Neutering
1. Animal Transport
m. Public Health

3. Taking the following actions:

   a. Receiving dogs, cats, and small critters **directly** from the County and City Representatives.

      i. Independent Contractor will receive dogs, cats, or small critters delivered by County and City Representatives in the performance of their duties twenty-four (24) hours a day.

      ii. The County or City Representative will enter information regarding the location where the stray animal was found into the Independent Contractor's database or on a paper form.

      iii. Independent Contractor will place a hold on said animals without a microchip or wearing a license or any other discernible form of owner identification for at least seventy-two (72) hours as per A.R.S. § 11-1013.

      iv. Independent Contractor will place a hold on said animals with a microchip or wearing a license or any other discernible form of owner identification for at least one hundred twenty hours (120) hours as per A.R.S. § 11-1013.

   b. Receiving dogs, cats, and small critters **surrendered** from unincorporated Coconino County residents and City of Flagstaff residents.

      i. When a County or City Representative receives a request from an owner to surrender a dog, cat, or small critter, the County or City Representative will instruct the owner to coordinate with the Independent Contractor directly.

      ii. Regarding small critters, the Independent Contractor would have the discretion to accept the surrender.

      iii. Upon receiving written notice of a request for an Owner Surrender, Independent Contractor will call the owner of the dog, cat, or small critter within seventy-two (72) hours of the request to surrender. Managed admissions will apply.

iv. To complete the Owner Surrender, the owner must fill out an Owner Surrender form when bringing the dog, cat, or small critter to the shelter. The Independent Contractor will provide the form.

v. The County or City Representative will only transport an Owner Surrender dog, cat, or small critter to Independent Contractor if the owner is unable to transport and Independent Contractor has requested a transport.

vi. Where there is a "Do not return to owner animal" circumstance, Independent Contractor will be notified of the situation prior to the County or City Representative bringing the dog, cat, or small critter to the shelter.

vii. Surrendered dogs, cats, or small critters immediately become the property of Independent Contractor.

c. Receiving **stray** dogs, cats, or small critters from unincorporated Coconino County residents and City of Flagstaff residents.

i. Dogs, cats, or small critters without a microchip or wearing a license or any other discernible form of owner identification brought in as strays by the public during normal hours of operation will be placed on a hold for at least seventy-two (72) hours as per A.R.S. § 11-1013.

ii. Dogs, cats, or small critters with a microchip or wearing a license or any other discernible form of owner identification brought in as strays by the public during normal hours of operation will be placed on a hold for at least one hundred twenty hours (120) hours as per A.R.S. § 11-1013.A

d. Receiving dogs, cats, or small critters that have **arrest holds for their owners**.

i. County and City Representatives will carry 3-part carbon copy forms created by the County and the City. One copy of the form will be provided to an incarcerated individual at the time of their arrest, one copy will remain with the County or City Representative, and one copy will go with the animal to the Independent Contractor. The form will describe the location and contact information for the Independent Contractor. Further, the form will detail the need for the individual to make contact with the Independent Contractor to retrieve the dog, cat, or small critter from the Independent Contractor within seven (7) days of incarceration. Failure to retrieve the animal at the end of the seven (7) day holding period will result in the dog, cat, or small critter becoming the property of the Independent Contractor.

ii. Upon coming into custody of such animals, the County or City Representative will deliver the dog, cat, or small critter to Independent Contractor. The County or City Representative will enter information regarding the incarcerated owner into the Independent Contractor's database or on a paper form. This information will include, but is not limited to, address, phone number, date of incarceration, release date if known, next of

kin or a contact person when possible, and any special circumstances regarding the care of the animal being housed.

iii. Dogs, cats, or small critters brought in under arrest holds will not be charged a redemption fee; however, the Independent Contractor may charge a boarding fee.

iv. Independent Contractor arrest holds of dogs, cats, or small critters will be for seven (7) days.

e. **Hospital holds** for dogs, cats, or small critters.

i. Upon coming into custody of a dog, cat, or small critter under a hospital hold, the County or City Representative will deliver the dog, cat, or small critter to Independent Contractor. The County or City Representative will enter information regarding the individual in the hospital into the Independent Contractor's database or on a paper form. This information will include, but is not limited to, address, phone number, date of hospitalization, release date if known, next of kin or a contact person when possible, and any special circumstances regarding the care of the animal being housed.

ii. Where there is a hospital hold for a dog, cat, or small critter, the Independent Contractor will analyze the care that is necessary at the shelter on a case-by-case basis. Independent Contractor will have direct contact with hospitalized owners (or their representatives) in order to determine the length of stay of the dog, cat, or small critter at the shelter or make arrangements with the owner's family members or friends to pick up and care for the animal, if possible.

iii. Under a hospital hold for a dog, cat, or small critter, the Independent Contractor will hold the animal for seven (7) days. After the seven (7) day hold, these animals will become the property of Independent Contractor, unless special arrangements are made with the Independent Contractor.

f. Holds when the **owner has died** leaving dogs, cats, or small critters.

i. Upon coming into custody of such animals, the County or City Representative will deliver the dog, cat, or small critter to Independent Contractor. The County or City Representative will enter information regarding the owner who has died into Independent Contractor's database or on a paper form. This information will include, but is not limited to, address, phone number, date of death if known, next of kin or a contact person when possible, and any special circumstances regarding the care of the animal being housed.

ii. Where the owner has died, leaving a dog, cat, or small critter, the Independent Contractor will hold the animal for seventy-two (72) hours.

After the seventy-two (72) hour hold, the animals will become the property of Independent Contractor.

4. Independent Contractor will:

   a. Consider requests of County and City Representatives for extended holds on impounded or injured animals with identified owners. Independent Contractor's approval will be dependent on the animal's health, disposition, and shelter capacity.

   b. Maintain an emergency response telephone line after shelter business hours that will allow Independent Contractor to dispatch a call for triage within 30 minutes following a call for service.

   c. Provide emergency veterinary care for sick and injured animals received from County and City Representatives.

   d. Hold injured and stable stray animals that have received emergency veterinary care and have been signed into the Independent Contractor's shelter for a minimum of seventy-two (72) hours.

   e. Provide and administer medications to any animal at the shelter as prescribed by the veterinarian.

   f. Provide isolated areas for any animal who has been diagnosed with a contagious disease that may place other animals at risk for contracting the contagion or for any animal that has been severely injured and requires constant supervision and care.

   g. Establish cash control procedures for collecting all license and redemption fees as mandated by County and City ordinances. License fees shall be collected and remitted to the County on a monthly basis. Redemption fees shall be collected for both County and City and shall be remitted to the County and City monthly, along with supporting documentation on the 15th day of the month. The County and City reserves the right to conduct a site visit of the Property and audit Independent Contractor's financial records related to the Agreement at any time with seven (7) days written notice.

   h. Provide DAPP, Bordetella, FVRCP or appropriate shots to all animals brought into the shelter by County and City Representatives, and by unincorporated Coconino County and City of Flagstaff residents, except, those animals to be humanely euthanized upon arrival.

   i. Bite cases will be quarantined and managed by staff only and not volunteers.

   j. Alter all dogs and cats as part of the adoption process per A.R.S. § 11-1022.

k. Maintain compliance with A.R.S. § 11-1021 to humanely euthanize and dispose of animals and follow the euthanasia policies as set forth by the ASV when:

   i. Directly requested by the owner of the animal. Independent Contractor may charge a fee to owner.

   ii. The County or City Representative has followed the procedure of Coconino County Health and Human Services Policy #: AM-2022-19, "*Officer Requested Euthanasia of Dog,*" attached hereto as Exhibit #2. The Independent Contractor will not foster out or put up for adoption animals that have been recommended for euthanasia under Policy #: AM-2022-19.

   iii. The County or City Representative provides the Independent Contractor a signed court order stating that an animal is ordered to be humanely euthanized due to aggression or biting.

l. Rabies Vaccination:

   i. Vaccinate Stray Animals that are claimed by the owner who is unable to provide proof of rabies vaccination before allowing the animal to leave the Independent Contractor's shelter. Independent Contractor may charge a fee to owner. All adopted and transferred animals of the appropriate age will be vaccinated for rabies.

   ii. Animals that are hospital cases, meaning they were transferred to the Independent Contractor due to an owner being in an accident or having been admitted to the hospital, will be exempt from the rabies requirement unless the owner requests a rabies vaccination. These animals do not fall within the "Stray Animal" definition as they were not picked up as a stray by County or City Representative and there is not State, County, or City violation of law. Animals will not be withheld from the owner due to inability to pay the fees incurred by the Independent Contractor.

   iii. Animals that are under a rabies bite quarantine shall not be placed in foster care due to public health risk.

m. Provide a working computer or tablet for the County and City Representative to enter cases into the Independent Contractor's database or on a paper form. Independent Contractor will ensure the computer/tablet is up to date and works appropriately.

n. Provide space for County and City Representatives to prepare rabies specimens. All needed equipment for rabies processing will be provided and maintained by Coconino County. The Independent Contractor will not encroach upon or utilize the designated area. Only County and City Representatives will be allowed within the rabies processing area.

o. Maintain compliance with all federal, state, county, and municipal laws, ordinances, rules, or regulations applicable to the operation of a shelter and the care and maintenance of animals under the care of Independent Contractor. Specifically, including all laws pertaining to humane treatment, euthanasia, spay/neuter, and the reclaiming or adoption of animals.

p. Provide a permanent enclosed area that is accessible 24/7 for the intake of animals from County and City Representatives. The Independent Contractor will have support staff available through an emergency response telephone line when the shelter is closed to provide assistance unloading an aggressive animal that a County or City Representative is not comfortable unloading themselves. The Independent Contractor may have a delayed response due to staffing not being on the Property.

q. Animal Cruelty:

    i. Upon request of the County or City Representative, conduct animal cruelty physical exams to support or unsubstantiate a claim of animal abuse. All reports and findings shall be submitted to the County or City Representative on agreed upon forms and utilizing submission protocols of the County or City.

    ii. County and City cruelty cases that are held by Independent Contractor may be placed in foster care to provide a safe and stress-free environment during court proceedings. Independent Contractor will get approval from the County or City Representative prior to foster placement. Independent Contractor will provide the name and address of the foster care provider to the County or City Representative involved.

r. Collaborate with the County and City to provide public education on the Independent Contractor's website, social media, or pamphlets. County and City also agree to share Independent Contractor information on their website and through social media channels. Participate in County and City events and requests for educational materials to include:

    i. Public education regarding rabies, pet care, bite safety, etc. The County and City will provide informational handouts if they would like Independent Contractor to distribute.

    ii. Adoption Services available through Independent Contractor.

    iii. Information on the importance of spaying and neutering animals.

    iv. Information on low cost spay and neuter opportunities within the community.

    v. How to report lost and found animals.

vi. Provide pet food bank information/options for low-income residents.

vii. Information on low-cost euthanasia services for pets of Coconino County residents.

viii. Information on Trap, Neuter, Spay, Release (TNR) options for Coconino County residents.

s. Provide read only access to County and City Representatives for the shelter database from offsite locations.

t. Apply for, pay for, obtain, and maintain a Shelter Permit from Coconino County Health and Human Services Animal Management Program and follow the regulations in the Coconino County Keeping of Animals Ordinance 2021-10. The County will conduct routine inspections for compliance with the Shelter Permit.

u. Provide for membership for both a County and a City designee on the Independent Contractor's Board of Directors.

v. Assist City Representatives with Stray Livestock, including finding transport and or housing for the Stray Livestock. All costs associated with the assistance and service will be paid by the City; however, Independent Contractor will administer the payment of any necessary subcontractors.

w. Offer one (1) year of County licensing for a dog under the current fee schedule maintained by the County for altered dogs and unaltered dogs for customers adopting from Independent Contractor or animals that are being redeemed by owner. Independent Contractor may add a convenience fee to the cost that does not exceed $3.00 per license. Proof of rabies will be required for a dog license from the County. The County will provide license tags to Independent Contractor.

II. <u>License:</u>

A. The County hereby grants Independent Contractor a License to use the Property for the purposes of providing the services described in this Agreement.

B. This License includes the use of any and all facilities, equipment, and personal property at or on the Property, including the grounds and the mobile home located on the Property.

C. The License shall be effective so long as this Agreement is in effect and, correspondingly, shall terminate in the event this Agreement terminates.

D. Terms of Independent Contractor's Use

1. Independent Contractor shall have access to and may conduct operations as described in the Agreement utilizing the entire Property and all existing structures and grounds contained therein.

2. The County shall have access to the entire Property for any scheduled maintenance, inspections, and County use that does not conflict with the Independent Contractor's operations. Notice of scheduled maintenance and building inspections will be given by the County to Independent Contractor at least three (3) days prior to onsite activities.

3. Independent Contractor shall manage, operate, and maintain any specialty items or equipment owned or leased by Independent Contractor in the provision of services pursuant to this Agreement.

4. Independent Contractor shall not make any modifications to the physical structure of the facility without prior approval from the County Facilities Management Department.

E. General Maintenance, Repair, and Improvements

1. Coconino County Facilities Management Department will meet with Independent Contractor on a quarterly basis to inspect the building and discuss maintenance or concerns.

2. Independent Contractor will maintain the Property in good condition during the term of this Agreement and perform needed maintenance and repairs on those items listed below, including:

   a. Appliances
   b. Furnishings
   c. Fixtures
   d. Plumbing, such as leaks and clogs
   e. Water heaters
   f. Electrical issues, including such items as bulbs
   g. Security system
   h. Communication system-analog phone line to building
   i. Landscaping
   j. Interior and exterior general maintenance on all structures and grounds.

2. Independent Contractor shall be responsible for all utility costs including: Doney Park Water, APS Electric, Unisource Gas, Fire Alarm Monitoring service contract, and quarterly elevator servicing contract.

3. Independent Contractor occupancy shall maintain compliance with all laws, ordinances, and health and zoning codes throughout the term of this Agreement.

4. Independent Contractor shall be responsible for and shall repair and replace the following systems and structural components on behalf of the County as defined in the Compensation section below:

   a. HVAC Systems
   b. Plumbing system/bathroom fixtures

c. Fire extinguishers
d. Exterior lighting
e. Electrical lines
f. Exterior walls, roof, and parking surfaces
g. Irrigation systems
h. Septic systems and all water alternate systems, i.e., cistern
i. Mobile home structure, electrical, septic system, and plumbing systems.

5. If there is insufficient funding to repair or replace any of the systems or structural components listed above, Independent Contractor will consult with the County to determine an advisable scope of work for critical replacements and to determine fair additional compensation from the County in order to maintain the structural and systems integrity of the County-owned property.

6. Independent Contractor understands that its use of the Property is not exclusive. Should the County wish to utilize the Property, it will coordinate with Independent Contractor to avoid any interference with Independent Contractor's operations.

7. The County shall maintain the right to issue licenses for use of portions of the premises to third parties for the benefit of shelter operations and will consult with Independent Contractor prior to the third-party license being issued.

III. Compensation:

A. Joint Responsibilities for Jurisdictions for FY2022-23 (July 1, 2022, through June 30, 2023).

1. For FY2022-23, the County and City agree to pay an amount not to exceed $900,000 ($75,000 per month).

i. For FY2022-23, the County portion paid to Independent Contractor shall be fifty-five percent (55%) of the compensation or $495,000 ($41,250 per month). The County shall remit $41,250 per month directly to Independent Contractor.

ii. For FY2022-23, the City portion paid to Independent Contractor shall be forty-five percent (45%) of the compensation or $405,000 ($33,750 per month). The City shall remit $33,750 per month directly to Independent Contractor.

2. The County and City will pay yearly maintenance costs in the amount of $24,780 annually. The County portion will be $12,390 and the City portion will be $12,390, paid once annually. The City shall remit the $12,390 directly to Independent Contractor and the County shall remit $12,390 directly to Independent Contractor annually.

B. See Addendum A for County compensation terms beginning July 1, 2023.

C. See Addendum B for City compensation terms beginning July 1, 2023.

IV. Term of Agreement:

A. The original term of this Agreement is for the period from the 16th day of October 2018, through the 30th day of June 2024.

B. Under the original term of the Agreement, the Agreement may be renewed for up to one (1) additional, five (5) year extension by mutual written consent of the parties.

C. See Addendum A for County Terms of Agreement.

D. See Addendum B for City Terms of Agreement.

V. Performance Measures:

A. Independent Contractor will meet with the County and City a minimum of four (4) times annually to review performance and discuss any problems or concerns.

B. Independent Contractor will provide documentation of staff training when requested within forty-eight (48) business hours.

C. Education and Public Outreach. Independent Contractor will hold an average of two (2) educational services and public outreach events per month, including adoption services available, importance of spaying and neutering animals, information on resources for low cost spay and neuter opportunities, how to report lost and found animals, pet food bank information and options for low-income residents, information on low cost euthanasia services for pets of County and City residents, and information on Trap, Neuter, Spay, Release (TNR) options for County and City residents.

D. Tracking and Reporting. Independent Contractor will submit monthly reports to the County and the City describing each month's activities, including fees collected, response to emergency call-outs, number of animals impounded, number of spay/neuter services, and the disposition of all animals from unincorporated Coconino County and the City of Flagstaff by the 15th day of the following month.

E. Prevent shelter overflow. Within thirty (30) days of execution of this Agreement, Independent Contractor will provide a written policy regarding how it will:

1. Manage dogs/cats that have not been claimed, adopted, or transferred after their initial hold and an average of fifteen (15) days.

2. House animals with necessary legal holds, such as rabies quarantine, cruelty cases, hospital, and arrest holds respecting the requests of County and City officials.

3. Ensure that there is occupancy at the shelter to allow County and City Representatives to drop off animals twenty-four (24) hours a day.

4. Ensure that there is occupancy for animals located within Coconino County for all defined contracted intake types.

F. Emergency Services. Within thirty (30) days of execution of this Agreement, Independent Contractor will provide a written policy regarding how it will:

1. Maintain an emergency response telephone line that will allow Independent Contractor to dispatch a call for triage within thirty (30) minutes following a call for service from County and City Representatives.

2. Provide one (1) specific course of action for County and City Representatives to follow when they encounter a sick or injured animal that needs assistance.

VI. Termination:

Any party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other parties. In that event, the termination date shall be the ninetieth (90th) day after furnishing proper notice to the other party. Independent Contractor shall be paid for any work completed up to the date written notice of termination is sent to the other parties by first class mail.

VII. Non-renewal by County or City:

If the County or the City opts not to renew this contract at the end of the original term, this Agreement remains binding on the Independent Contractor and the remaining jurisdiction.

VIII. Disposal of Personal Property:

Upon termination or expiration of this Agreement, Independent Contractor will, within ninety (90) days, remove Independent-Contractor-owned equipment. Any permanent improvements remaining on the Property will become the property of the County unless otherwise agreed to in writing by both parties.

IX. Insurance:

Independent Contractor will provide and maintain and cause its subcontractors to provide and maintain appropriate insurance acceptable to the County and City. Prior to providing services, Independent Contractor will provide the County and City with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified below for the effective term of this renewal.

A. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations, and shall include the following:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Fire Legal Liability	$50,000
Each Occurrence	$1,000,000

B. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles." Such insurance shall include coverage for loading and unloading hazards.

C. Veterinarian's Professional Liability (if applicable) in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the Agreement or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

D. Worker's compensation and statutory Arizona limits for employer's liability limits of $1,000,000 for each accident/$1,000,000 for disease on each employee/$1,000,000 policy limit for disease. The insurer must agree to waive all rights of subrogation against the County or City, their officers, agents, employees, and volunteers for losses arising from work performed by Independent Contractor for the County or City.

E. Volunteer accident insurance in an amount not less than $100,000 payable to volunteers for bodily injury due to their work in the scope and service of Independent Contractor's organization while on the premises of 11665 N Highway 89 building, and not covered by any other available medical insurance. *See also* subsection G shown below.

F. Provide a waiver signature form for volunteers to acknowledge they waive any right to recovery from Independent Contractor, Coconino County or City for bodily injury, including disease, dismemberment, or death which may occur as a result of their participation in volunteer activities for Independent Contractor. Minors must also have parent or adult guardian sign waiver form. Maintain a copy of signed volunteer waivers for at least 10 years from the date of signature for adults and for 10 years from the age of majority for minors. (Recommend no volunteers below age 12.)

G. Independent Contractor will name the County and City, their agents, officials, and employees as additional insureds for general liability, including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability and pollution liability, and will specify that the insurance afforded by Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County or City, any department, or any employee will be excess coverage and not contributory insurance to that provided by Independent Contractor. Said policies must contain a severability of interest provision. County and City reserve the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

X. Indemnification:

Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend, and save harmless the County and City and/or any of their agents, officials, and employees from any and all claims, demands, suits, actions, proceedings,

losses, costs, and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County or City on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Licensee, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or City or their employees.

XI. Independent Contractor's Status:

Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County or City.

A. Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. Independent Contractor will operate as an independent entity and none of the employees of Independent Contractor are to be considered employees of Coconino County or City of Flagstaff. Independent Contractor employees are not eligible for Coconino County or City of Flagstaff group health insurance or other benefits.

C. Independent Contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this Agreement, Independent Contractor shall determine his/her necessary hours of work. Independent Contractor shall provide whatever tools; equipment, vehicles, and supplies Independent Contractor may determine to be necessary in performance of services hereunder. Independent Contractor may establish offices in such locations within or outside Arizona, as Independent Contractor may determine to be necessary, for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Independent Contractor.

E. Independent Contractor has no authority to enter into contracts or agreements on behalf of the County or City. This Agreement does not create a partnership between the parties.

XII. Immigration and Scrutinized Business:

A. Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S § 23-314(A).

B. A breach of warranty under paragraph (A) above shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

C. The County and City retain legal rights to inspect the papers of Independent Contractor or any of its subcontractors who work on the Agreement to ensure that the Licensee or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.

D. Independent Contractor further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

E. False certifications may result in the termination of this Agreement.

XIII. Certification Pursuant to A.R.S. § 35-393.01:

If Independent Contractor engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of $100,000 or more, Independent Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

XIV. Forced Labor of Ethnic Uyghurs:

If Independent Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Independent Contractor certifies that it does not currently, and agrees for the duration of the Agreement that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Independent Contractor becomes aware during the term of the Agreement that it is not in compliance with the written certification, the Independent Contractor shall notify the County and City within five (5) business days after becoming aware of the noncompliance. If the Independent Contractor does not provide the County and City with a written certification that the Independent Contractor has remedied the noncompliance within 180 days after notifying the County and City of the noncompliance, this Agreement terminates, except that if the termination date occurs before the end of the remedy period the Agreement terminates on the Agreement termination date.

XV. Non-Appropriation of Funds:

Notwithstanding any other provisions in this Agreement, the Agreement may be terminated if the County's or City's governing bodies do not appropriate sufficient monies to fund its

obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. Upon such termination, the County and City shall be released from any obligation to make further payments and shall not be liable for cancellation or termination charges.

XVI. Amendment and Entirety of Agreement:

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes any previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements, and other communications between the parties. It may not be changed or modified except by an instrument in writing, signed by a duly authorized representative of the parties.

XVII. Records:

Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of five (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute, or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes, or audits have been finally resolved. All Records will be subject to inspection and audit by the County and City at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XVIII. Approval by the County and City:

Before this Agreement can become effective and binding upon the County or City, it must be approved by both the County Board of Supervisors or their authorized delegate, and the Flagstaff City Council or their authorized delegate. In the event the County or the City fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XIX. Waiver:

The failure of any party at any time to require performance by the other parties of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by any party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XX. Non-Assignment:

This Agreement and Shelter Permit is non-assignable. Any attempt to assign any of the rights, duties, or obligations of this Agreement or Shelter Permit is void.

XXI. Cancellation of Agreement:

This Agreement may be cancelled by the County or City pursuant to A.R.S § 38-511.

XXII. Non-Discrimination:

Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations prohibiting discrimination.

XXIII. Notice:

Any notice given in connection with this Agreement must be given in writing and delivered by hand to the other parties or by certified mail return receipt to the party's place of business as set forth above.

XIV. Choice of Law:

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XV. Severability:

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XVI. Controlling Documents:

To the extent there exists any conflict between this Agreement, and Independent Contractor's response, this Agreement shall control over the RFP, and the RFP shall control over Independent Contractor's responses thereto.

XVII. Force Majeure:

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

XVIII. Authority:

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date herein-before indicated.

PAW PLACEMENT OF NORTHERN ARIZONA dba: High Country Humane

By: _____
Sam Wheeler
Chair, Board of Directors

ACKNOWLEDGED before me

by Sam Wheeler as Chair of and for PAW PLACEMENT OF NORTHERN ARIZONA (Independent Contractor) on

this ____ day of _____, 202__.

_____
Notary Public

COCONINO COUNTY

By: _____
Patrice Horstman
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:

_____
Deputy County Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date herein-before indicated.

PAW PLACEMENT OF NORTHERN ARIZONA dba: High Country Humane

By: _____
Sam Wheeler
Chair, Board of Directors

ACKNOWLEDGED before me

by Sam Wheeler as Chair of and for PAW PLACEMENT OF NORTHERN ARIZONA(Independent Contractor) on

this ____ day of _____, 202__.

_____
Notary Public

CITY OF FLAGSTAFF

By: _____
Paul Deasy
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

ADDENDUM A: Compensation and Term of Agreement for Coconino County

I. Compensation beginning July 1, 2023:

A. The Agreement between the County and Independent Contractor shall expire June 30, 2029, as the County has exercised its right to extend the agreement for one (1) additional (5) year extension.

B. Beginning July 1, 2023, compensation for services from the County will be $41,250 per month, subject to annual price adjustment, through June 30, 2029, unless the Agreement is cancelled or terminated.

C. Service annual price adjustments shall be included at a minimum of 1% and not to exceed 3% based on the US Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, by expenditure category, 12-month analysis table, using the expenditure category "Pet Services Including Veterinary" released online in January of each year and applied to annual compensation under Section III.A.1.i of the Agreement. The adjusted CPI-U will be applied on July 1 of each year, beginning July 1, 2023.

D. Maintenance annual price adjustments shall be included at a minimum of 0% and not exceed 5% based on the US Bureau of Labor Statistics CPI-U: U.S. city average, by expenditure category, 12-month analysis table, using the expenditure category “All Items Less Food and Energy” released online in January of each year and applied to the annual compensation under Section III.A.2 of the Agreement. The adjusted CPI-U will be applied on July 1 of each year, beginning July 1, 2023.

E. No increase to the Agreement amount above the CPI-U increases may be proposed by the Independent Contractor for the remaining term of the agreement.

II. Term of Agreement:

A. By executing this Second Amendment, the County and the Independent Contractor are exercising the one (1) additional 5-year extension by mutual agreement.

B. This Agreement between the County and the Independent Contractor expires on June 30, 2029.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date herein-before indicated.

PAW PLACEMENT OF NORTHERN ARIZONA dba: High Country Humane

By: _____
Sam Wheeler
Chair, Board of Directors

COCONINO COUNTY

By: _____
Patrice Horstman
Chair, Board of Supervisors

ACKNOWLEDGED before me

by Sam Wheeler as Chair of and for PAW PLACEMENT OF NORTHERN ARIZONA(Independent Contractor) on

this ____ day of _____, 202__.

_____
Notary Public

ATTEST:

_____
Clerk of the Board

Approved as to form:

_____
Deputy County Attorney

ADDENDUM B: Compensation and Term of Agreement for City of Flagstaff

I. Compensation beginning July 1, 2023:

A. After FY2022-23, funding from the City will revert to the previous Agreement amendment rates for the remainder of the Agreement unless the City Council approves additional funding.

B. The City will negotiate an amendment to the present Agreement for consideration of the FY2023-24 funding.

C. Price adjustments must be requested by January 30th of the calendar year in order to meet Independent Contractor's budget process timelines.

II. Terms of the Agreement:

The City will continue the original term of the Agreement until the 30th day of June, 2024, with the identified potential options to renew.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date herein-before indicated.

PAW PLACEMENT OF NORTHERN ARIZONA dba: High Country Humane

By: _____
Sam Wheeler
Chair, Board of Directors

ACKNOWLEDGED before me

by Sam Wheeler as Chair of and for PAW PLACEMENT OF NORTHERN ARIZONA(Independent Contractor) on

this ____ day of _____, 202__.

_____
Notary Public

CITY OF FLAGSTAFF

By: _____
Paul Deasy
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

ASPCA
WE ARE THEIR VOICE.®

Shelter Care Checklists: Putting ASV Guidelines Into Action

This resource is based on the ASV Shelter Guidelines, a comprehensive set of recommendations created by the Association of Shelter Veterinarians Shelter Standards Task Force.

ASPCApro.org/asv

Guidelines for Shelter Care Checklists

These checklists can be used in your shelter to see where you meet or exceed standards, where improvement can be made, and where immediate changes should be implemented. **The first step should be to urgently address and correct any unacceptable practices.** Aside from those immediate changes, implementing change based on the Guidelines should be a gradual and thoughtful process designed to provide maximum benefit for the animals.

Must: It is believed that without adherence to this recommendation, the delivery of a minimum level of acceptable or humane care is not possible.

Should: A strong recommendation is implied for these standards.

Ideal: While these may not be possible in all circumstances, they would certainly enhance care for animals and are ideal for an agency to excel in the animal sheltering field; shelters should strive to meet all ideal practices wherever possible.

Unacceptable: No sheltering organization, regardless of its circumstances, should engage in any unacceptable practices, and they must be corrected without delay.

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Management and Recordkeeping

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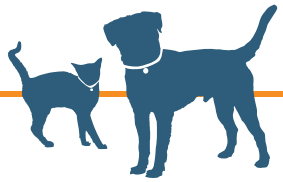


Chapter 1
Management and Recordkeeping

1. Establishment of Policies and Procedures

M Must

- ☐ Organization has a clearly defined mission with policies, protocols that reflect current information, adequate staff training and supervision and proper management of animal care.
- ☐ Policies address resources and legal/contractual obligations of the organization.
- ☐ Protocols are developed and written down in sufficient detail to achieve and maintain the standards set by the Association of Shelter Veterinarians and updated as needed to ensure they reflect current industry norms and pertinent legislation.
- ☐ All staff and volunteers have access to protocols related to the tasks they will be performing.

S Should

- ☐ Veterinarians are integrally involved with the development and implementation of an organizational plan.
- ☐ A veterinarian provides expert input on all policies and protocols related to maintenance of physical and behavioral animal health.

I Ideal

- ☐ Veterinarians have training or experience in shelter medicine and have knowledge of the particular shelter population they are serving.

Notes:

2. Management Plan

M Must

- [ ] Veterinarians have supervision of medical and surgical care of animals.
- [ ] There is a clearly defined structure that outlines accountability, responsibility and authority for management within the organization and it is communicated to all staff and volunteers.
- [ ] Authority and responsibility are given only to those who have the appropriate knowledge and training.
- [ ] When making decisions, each of the following are considered: resource allocation, population health and individual animal welfare.

S Should

- [ ] In cases where animal welfare may be compromised, a veterinarian's decision is not overruled.

3. Training

M Must

- [ ] The skills, knowledge and training to accomplish each task are successfully demonstrated before proficiency is assumed.

S Should

- [ ] Continuing education is provided in order to maintain and improve skills.
- [ ] Training is documented and maintained.

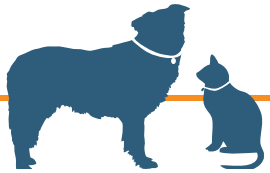
4. Animal Identification and Recordkeeping

M Must

- [ ] A unique identifier (e.g. name and/or number) and record is established for each animal upon intake.

S Should

- [ ] Identification is physically affixed to the animal (e.g. collar or tag) for the duration of the animal's stay unless this poses a safety risk for the animals or staff.
- [ ] Basic elements of a record include: the identifier (name and/or number), the results of microchip scan, microchip number (if present), source of animal, dates of entry and departure, outcome, species, age, gender, physical description (breed and colors) and available medical and behavioral information.



Chapter 2

Facility Design and Environment

1. General

M Must

- ☐ Shelter provides an environment that is conducive to maintaining animal health.
- ☐ Facilities are appropriate for the species, the number of animals receiving care and the expected length of stay.

S Should

- ☐ Shelter design provides for proper separation of animals by health status, age, gender, species, temperament, predator/prey status and includes sufficient space for the shelter operations described in this booklet.
- ☐ Entrances, exits, hallways and rooms are arranged so that cleaning and general movement through the facility proceeds from areas housing the most susceptible to disease and/or healthiest animals to those who are most likely to be a source of contagious disease.
- ☐ At least 10% of the facility housing capacity is made available for isolation as recommended by this study.
- ☐ Organizations that provide services to privately-owned animals separate those animals from shelter animals.

Notes:

2. Primary Enclosure

M Must

- [ ] Enclosure is structurally sound and maintained in safe, working condition to properly confine animals, prevent injury, keep other animals out and enable animals to remain dry and clean.
- [ ] There are no sharp edges, gaps or other defects that could cause an injury or trap a limb or other body part.
- [ ] There are secure latches or other secure closing devices.
- [ ] Provides sufficient space to allow each animal, regardless of species, to make normal postural adjustments (e.g. turn freely, easily stand, sit, stretch and move head without touching top of the enclosure). Animals can lie in a comfortable position with limbs extended, move about and assume a comfortable posture for feeding, drinking, urinating and defecating.
- [ ] The size of each primary enclosure is sufficient to meet the physical and behavioral parameters described in this booklet.
- [ ] Food and water bowls – or suitable alternative receptacles – are provided.
- [ ] Animals can sit, sleep and eat away from areas of their enclosures where they defecate and urinate.
- [ ] Cats have litter boxes large enough to comfortably accommodate their entire body.
- [ ] Crates or cages are not stacked upon each other in a manner that increases animal stress and discomfort, compromises ventilation or allows waste material to fall from the cage above into the cage below.
- [ ] Cats have places to hide.
- [ ] As the length of stay increases (beyond 1-2 weeks), mentally and physically stimulating spaces are provided.
- [ ] Animals who are housed long-term have opportunities to hide, play, rest, feed and eliminate.
- [ ] Outdoor spaces are suitably enclosed.
- [ ] All animal areas have non-porous surfaces that can be easily disinfected and are durable enough to withstand repeated cleanings – especially important in areas where puppies, kittens and animals who are infectious or newly admitted are housed.

Notes:

S Should

- [ ] To prevent disease transmission, enclosures permit care and cleaning without the need to remove the animals – especially important for recently admitted animals, ill animals and those younger than 20 weeks.
- [ ] Cleaning and disinfection are done on a regular basis.
- [ ] For in home-based shelters, newly arrived animals are housed in areas of the home (or enclosures within the home) that can be properly and easily sanitized.
- [ ] Dogs and cats are able to hold their tails erect when in a normal standing position.
- [ ] Animals can see out but have some opportunity to avoid visual contact with other animals.
- [ ] Cats have a minimum of 30 cubic feet per cat and more than two feet of triangulated distance between litter box, resting place and feeding area – especially important as length of stay increases.
- [ ] The separation between food, urination and defecation and resting areas is maximized for all animals.
- [ ] Attention is paid to the habits of each particular animal.
- [ ] Elevated resting places are provided whenever possible, especially for cats.
- [ ] Soft resting places are available for all animals.
- [ ] Cats have high points upon which to perch.
- [ ] Cats who are housed long term are allowed access to environments where they can scratch, climb and perch.

I Ideal

- [ ] Cats are not restricted to floor level cages since this can cause stress compared to elevated cages.
- [ ] Protected indoor-outdoor access is provided for most species.

U Unacceptable

- [ ] Wire-mesh bottoms or slatted floors are used for cats and dogs.
- [ ] Tethering is used as a means of confinement.
- [ ] Cages or crates intended for short-term temporary confinement or travel are used as primary enclosures.

Notes:

3. Surfaces and Drainage

M Must

- [ ] Adequate drainage is provided.
- [ ] Drains located in common areas are carefully cleaned and disinfected prior to allowing animals access to the area.

S Should

- [ ] Non-porous, durable surfaces are used in all animal areas so that they can be easily disinfected and withstand repeated cleaning.
- [ ] Carpeting is not used in animal areas.
- [ ] At the point where the shelter walls meet the shelter floors, a sealant is used.
- [ ] Floors that are peeling, scratched or chipped are repaired or replaced if they cannot be properly sanitized.
- [ ] Floors are gently sloped to enable waste and water to run off into the drains.
- [ ] Drain covers are designed to prevent animals' toes from being caught in the drain.

I Ideal

- [ ] A sealed, impermeable surface, such as sealed concrete or epoxy is used for flooring.

Notes:

4. Heating, Ventilation and Air Quality

M Must

- [ ] Each animal is monitored individually for comfort and to ensure he or she is maintaining proper body temperature.
- [ ] To ensure animal comfort and safety, necessary measures are taken when an animal appears to be too hot or too cold.
- [ ] Ventilation is maintained to ensure clean air is provided in all areas of the shelter.
- [ ] All ventilation systems are adequately maintained.
- [ ] Ventilation is accomplished without compromising the maintenance of the animals' body temperatures.

S Should

- [ ] Temperature and humidity levels are evaluated at the level of the animal's body within his or her enclosure.
- [ ] Per AVMA recommendations for dogs and cats, the ambient temperature is above 60 degrees Fahrenheit and below 80 degrees Fahrenheit, with the relative humidity between 30-70%.
- [ ] Air quality is measured at the level of the animals.
- [ ] Ventilation rates are adjusted seasonally, if necessary, and are not thermostat-controlled.
- [ ] Isolation areas for dogs have separate air circulation from the rest of the facility.
- [ ] Cat cages that face each other are spaced more than four feet apart.
- [ ] Published guidelines for maximum ammonia exposure are not used to determine proper sanitation as they are written to reflect the hazards to human health and adverse effects on animal production (agriculture).
- [ ] Acceptable ammonia levels are less than 2 ppm, and are below this level even before morning cleaning.
- [ ] Facility is designed to offer as much natural light as possible.
- [ ] When artificial light is used, it closely approximates natural light in both duration and intensity.
- [ ] Enclosures are positioned so individual animals can avoid being exposed to excessive amounts of light or darkness.
- [ ] Cages are spaced far enough apart to allow ambient light to reflect off the ceiling and floor.
- [ ] Light and darkness is provided so that they support the natural (circadian) rhythms of wakefulness and sleep.

5. Sound Control

M Must

- [ ] Staff is instructed to avoid creating excessive noise during routine activities.
- [ ] Sound-absorbent materials are durable enough to permit repeated cleaning.

S Should

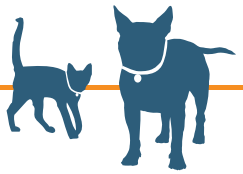
- [ ] Noise is minimized in animal areas.
- [ ] The impact of noise is minimized through the facility design or added to the existing facility.
- [ ] Noise producing equipment is located as far away from animals as possible.
- [ ] Sound absorbing materials are either out of reach of all animals or resistant to destruction.
- [ ] Cats are not exposed to the noise of barking dogs
- [ ] Other means of humanely reducing barking – besides preventing visual contact – are used, since seeing other dogs can improve dogs' well-being.
- [ ] Radios or other sound systems are not placed directly on cages, and the volume on these devices does not exceed conversational levels.

6. Drop Boxes

S Should

- [ ] Unattended drop boxes, where live animals are placed by the public in receptacles for later intake, are not used since they may result in suffering and death.

Notes:



Chapter 3

Population Management

1. Capacity for Care

M Must

- ☐ Organization practices active population management, which is one of the foundations of shelter animal health and well-being and is based on an appreciation that capacity to provide humane care has limits for every organization, just as it does in private homes.
- ☐ Organization does not exceed its capacity for care.
- ☐ Maximum housing capacity is based on the number of animals who can be adequately housed within available primary enclosures.
- ☐ Maximum housing capacity is not exceeded.
- ☐ Staffing or volunteer work hours are sufficient to ensure that the basic needs of animals in the shelter are met each day.
- ☐ The type of care and enrichment provided to sheltered animals is appropriate to the length of stay.
- ☐ Adequate staffing is available to ensure that each critical point of service (e.g. vaccination or medical evaluation, spay/neuter surgery or a physical move to adoption) is delivered promptly.

S Should

- ☐ Expected demand for critical points of service is estimated based on the expected numbers of animals who will need each service and the length of time it takes to complete each procedure (e.g., number of animals needing evaluation or spay/neuter surgery prior to adoption).

I Ideal

- ☐ Shelter maintains its populations below maximum housing capacity to allow for daily intake as well as more flexibility when choosing appropriate enclosures for each animal.

U Unacceptable

- ☐ Operating beyond an organization's capacity for care is an unacceptable practice.

2. Protocols for Maintaining Adequate Capacity for Care

M Must

- ☐ Shelter has policies and protocols to maintain adequate capacity for care and housing.
- ☐ Policies provide a means of balancing admission with the outcomes available (e.g., adoption, transfer, release, returns to owner, euthanasia or others).
- ☐ Inspection of all animals is performed daily in order to routinely evaluate and monitor adequacy of capacity and to identify needs for housing, care or service.
- ☐ Appropriate interventions are made before animal numbers exceed the capacity for care and housing.

3. Monitoring Statistical Data

M Must

- ☐ At a minimum, statistics include monthly intake (e.g. stray, owner-surrendered) and outcomes by type (e.g. adoption, euthanasia, returned to owner) for each species.

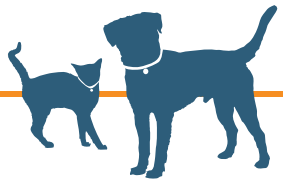
S Should

- ☐ For optimal population management and monitoring, an animal inventory is taken, evaluated and reconciled with records daily to ensure accuracy of data collection as well as facilitate evaluation of capacity.

I Ideal

- ☐ Population statistics include an evaluation by age group, health and behavior status at intake and outcome.

Notes:



Chapter 4
Sanitation

1. Cleaning and Disinfection

M Must

- [ ] Sanitation protocols are revised as needed during an outbreak in order to address specific pathogens.
- [ ] When developing sanitation protocols, considerations include an assessment of the facility, animal population, training, equipment and procedures.
- [ ] Protocols are based on current knowledge and recommendations developed specifically for animal shelters and include specific methods and agents for achieving the goal of both cleaning and disinfection.
- [ ] Enough staff is assigned to complete sanitation tasks promptly so animals spend the majority of their time in sanitary conditions.
- [ ] Detergents and degreasers are used as needed to maintain clean surfaces free of visible dirt and debris.
- [ ] The disinfectants that are used are effective under the conditions present in a given environment and with demonstrated activity against pathogens for which the animals are at risk.
- [ ] Sanitation protocols include A) Removal of gross organic matter B) Pre-cleaning of surfaces with a detergent or degreaser C) Application of a disinfectant at the correct concentration and for sufficient time rinsing and drying.
- [ ] When water or cleaning and disinfecting products are sprayed in or near primary enclosures, animals are removed from the cage or kennel or separated from the area being cleaned by guillotine doors.
- [ ] When mopping cannot be avoided (e.g. when hosing is not possible), a disinfectant with good activity in the presence of organic matter is used.
- [ ] Sanitation protocol addresses proper hygiene of shelter staff, volunteers and visitors; includes information about who is responsible for ensuring sanitation compliance, shelter sanitation signage and hand sanitation.
- [ ] Sinks are equipped with soap and disposable paper towels.
- [ ] Garments are changed after handling an animal with a diagnosed or suspected serious illness such as parvovirus.
- [ ] Transport cages, traps and vehicle compartments used for animals transport are thoroughly disinfected after each use.

- [ ] All clothing and bedding used at the shelter is laundered and thoroughly dried before reuse.
- [ ] Food and water bowls are disinfected prior to use by a different animal.
- [ ] When dishes are sanitized by hand, they are thoroughly washed and rinsed prior to disinfection.
- [ ] Litter pans and dishes are not cleaned at the same time in the same sink.

S Should

- [ ] Cleaning results in a visibly clean surface (though it may not remove all of the harmful pathogens).
- [ ] In the event of a disease outbreak, sanitation protocols and practices are reviewed to determine if there are problems with the products or practices.
- [ ] Products that have not been independently validated against unenveloped viruses and other pathogens of concern are not solely used for disinfection.
- [ ] The facility is cleaned in order of animal susceptibility to disease and potential risk to the general population, starting with the most susceptible animals and ending with those who carry the highest risk of transmitting infectious disease.
- [ ] In general, the order of cleaning and care, from first to last, is A) healthy puppies and kittens and healthy nursing bitches and queens, B) healthy adult animals and C) unhealthy animals.
- [ ] Separate cleaning supplies are designated for each area of the shelter.
- [ ] Appropriate protective clothing is used in each area and removed before proceeding to care for other animals in the population.
- [ ] Mopping is avoided if possible, but if it is done, mop water used in one housing area is not used in another area.
- [ ] Care is taken when mixing cleaning products to prevent the mixture from being ineffective or even toxic.
- [ ] Housing for recently admitted or ill animals and those who are younger than 20 weeks is designed to permit cleaning without extensive handling of the animal or removal to an area that has not been sanitized.
- [ ] Animal housing areas are designed to withstand the spraying of water and cleaning fluids and have adequate drainage.
- [ ] Hand sanitation is one of the best ways to prevent disease transmission and is used before and after handling animals and fomites (objects that can transmit disease, including clothing, toys, food bowls, etc.)
- [ ] Sinks are available in all animal housing and food preparation areas.
- [ ] Hand sanitizer dispensers are provided in all animal handling areas.
- [ ] Hand sanitizers are not relied upon as the sole means of hand sanitation because they are ineffective against some of the most dangerous pathogens found in shelter settings.

- [ ] Hand sanitizers are only used on hands that appear clean and contain at least 60% alcohol.
- [ ] Protective garments are worn during cleaning or other intensive animal-handling activities and changed before going on with other activities of the day.
- [ ] Fresh protective garments are worn when handling vulnerable populations, including puppies and newly admitted animals.
- [ ] All equipment that comes in contact with animals, including cleaning supplies, is either readily disinfected or discarded after use with a single animal.
- [ ] Items that cannot be readily disinfected are avoided, especially during periods of disease outbreak and for animals who appear ill.
- [ ] Mobile equipment such as rolling trash cans, shopping carts and food or treatment carts may also serve as fomites and are sanitized accordingly.
- [ ] Scratched or porous surfaces are not used because of the difficulty or impossibility of completely disinfecting them.
- [ ] Organic debris is removed from articles prior to laundering.
- [ ] Articles that are heavily soiled are laundered separately or discarded.
- [ ] Bedding and other materials that are heavily contaminated with durable pathogens, such as parvovirus, are discarded to prevent the risk of further spreading the disease.
- [ ] Food and water bowls are kept clean.
- [ ] Automatic watering devices and water bottles are not used if they cannot be disinfected before being used by another animal.
- [ ] If unenveloped viruses, such as parvo, are a problem, a disinfectant is applied to the dishes before or after going through the dishwasher.
- [ ] During periods of outbreak, sinks are thoroughly disinfected between uses.
- [ ] Isolation and quarantine areas are restricted to a small number of shelter staff.
- [ ] The transport of sick animals through the shelter – especially from intake areas to holding or euthanasia areas – is planned to minimize the spread of disease.
- [ ] Floors and other surfaces are immediately sanitized after contact with urine, feces, vomit or animals known or suspected to have infectious diseases.
- [ ] Footbaths are not relied on for preventing infectious disease since they are inadequate for this purpose.
- [ ] Dedicated boots that can be disinfected or disposable shoe covers are used in contaminated areas.
- [ ] Access to areas that cannot be disinfected are restricted to animals who appear healthy, have been vaccinated and dewormed and are five months or older.
- [ ] Standing water is not allowed to accumulate in areas around the shelter.

I Ideal

- [ ] Sanitation protocols are developed and periodically reviewed in consultation with a veterinarian experienced in shelter medicine.

U Unacceptable

- [ ] Kennels or cages are sprayed down while animals are inside.
- [ ] Animals walk through footbaths.

2. Other Cleaning

M Must

- [ ] Outdoor areas around the shelter must be kept clean (recognizing it is impossible to disinfect gravel, dirt and grass).
- [ ] Feces are removed from outdoor areas a minimum of once a day.

S Should

- [ ] All foster caregivers are trained to minimize contamination of their homes by confining newly arrived animals or those showing signs of illness in areas that can be readily disinfected.

I Ideal

- [ ] Feces are immediately removed from outdoor areas.

3. Rodent/Pest Control

M Must

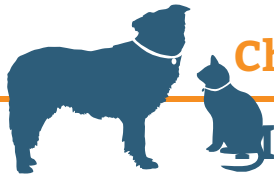
- [ ] Solutions to rodent and pest problems are humane, safe and effective.

S Should

- [ ] All food is kept in sealed bins or containers that are impervious to rodents and insects.
- [ ] Food is removed from runs at night if rodents and/or insects are a problem.

I Ideal

- [ ] Food and water receptacles are cleaned in an area separate from litter boxes or other items soiled by feces.



Chapter 5
Medical Health and Physical Well-being

1. General

M Must

- ☐ Proper medical management and health care for shelter animals is recognized as an absolute necessity and includes attention to the overall well-being of all animals.
- ☐ Shelter medical program includes veterinary supervision and the participation of trained staff to provide evaluation, preventive care, diagnosis and treatment.
- ☐ Appropriate medical treatment is provided in a timely fashion.
- ☐ Training and education is provided to those who carry out protocols.
- ☐ Individual animal welfare is maintained within the balance of decisions and practices that support the overall population.

S Should

- ☐ Disease prevention is a priority.
- ☐ Preventive health care is appropriate for each species and includes protocols that strengthen resistance to disease and minimize exposure to pathogens.
- ☐ Shelter health care protocols support individual animals regaining and maintaining a state of physical health and are essential for maintaining and overall healthy population.

Notes:

2. Veterinary Relationship and Recordkeeping

M Must

- ☐ Medications and treatments are only administered with the advice of a veterinarian or in accordance with written protocols provided by a veterinarian, and all drugs are dispensed in accordance with federal and state regulations.
- ☐ Documentation is made of all medical care rendered to each animal.

S Should

- ☐ All health care practices and protocols are developed in consultation with a veterinarian, ideally one familiar with shelter medicine.
- ☐ A formal relationship with a veterinarian is in place to ensure that those responsible for daily animal health care have the necessary supervision and guidance.
- ☐ Whenever possible, a medical and behavioral history is obtained from owners who relinquish animals to the shelter.
- ☐ All medical information is provided in written form with the animal at the time of transfer or adoption.

I Ideal

- ☐ Records include each animal's date of entry, source, identification information, a dated list of all diagnostic tests, including test results, treatments (medications with drug dose and route of administration) and procedures and immunizations while in the care of the shelter.

3. Considerations at Intake

S Should

- ☐ Each animal's individual health status is evaluated and monitored beginning at intake and regularly thereafter.
- ☐ A medical history, if available, should be obtained from the owner at the time of surrender.
- ☐ Any available information is solicited when stray animals are impounded.
- ☐ Each animal receives a health evaluation at intake.
- ☐ Intake evaluations are documented in the medical record.
- ☐ Every attempt is made to locate an animal's owner, including careful screening for identification and microchips at time of intake.
- ☐ Intake health evaluations include scanning multiple times for a microchip using a universal scanner.

- [ ] Beginning at intake, animals are separated by species, age and by their physical and behavioral health status.
- [ ] Since young animals are more susceptible to disease, they are provided with greater protection from possible exposure.
- [ ] Healthy animals are not housed or handled with animals who have signs of illness.

I Ideal

- [ ] Surrender history is obtained by interview, or by written questionnaires if not.
- [ ] Animals receive parasite prevention on entry and regularly throughout their shelter stay.

4. Vaccinations

M Must

- [ ] Vaccines are considered to be vital lifesaving tools and are used as part of a preventive shelter health care program.
- [ ] Vaccine strategies are specifically tailored for the shelter because of the higher likelihood of exposure to infectious disease, the likelihood of exposure to infectious disease, the likelihood that many animals entering the shelter are not immune and the potentially life-threatening consequences of infection.
- [ ] Vaccine protocols are customized for each facility.
- [ ] Animals are vaccinated with core vaccines at or prior to intake.
- [ ] Puppies and kittens are re-vaccinated at 2- to 3-week intervals for the duration of their shelter stay or until they are over 18-20 weeks.
- [ ] Protocols for managing adverse reactions are provided by a veterinarian and required treatments are accessible.

S Should

- [ ] Specific vaccination protocols are tailored for each program with the supervision of a veterinarian.
- [ ] Animals are vaccinated against rabies when a long-term stay is anticipated, when risk of exposure is elevated or when mandated by law—at a minimum, animals are vaccinated for rabies at or shortly following their release from the shelter.
- [ ] A veterinarian supervises training on proper vaccine storage and administration and treatment of vaccine reactions.
- [ ] The location for injection of a specific vaccine follows administration site guidelines.
- [ ] Records are kept of any immunizations provided while in the care of the shelter

5. Emergency Medical Plan

M Must

- [ ] An emergency medical plan is in place.
- [ ] The emergency medical plan ensures that animals can receive proper veterinary medical care and pain management promptly or be humanely euthanized by qualified personnel as permitted by law.

S Should

- [ ] Staff are trained to recognize conditions that require emergency care.

6. Pain Management

M Must

- [ ] Pain is recognized and treated to alleviate suffering.
- [ ] It is generally assumed that if a procedure is painful in human beings, then it must also be painful in animals.
- [ ] Analgesia is an appropriate strength and duration to relieve pain.
- [ ] Animals must be reassessed periodically to provide ongoing pain relief as needed.
- [ ] When adequate pain relief cannot be achieved, transfer to a facility that can meet the animal's needs or humane euthanasia must be provided.

S Should

- [ ] Treatment (pharmacologic and non-pharmacologic approaches to pain) is supervised by a veterinarian.
- [ ] When pain can be anticipated, analgesia is provided preemptively.

U Unacceptable

- [ ] Treatment for pain is not provided.

Notes:

7. Parasite Control

M Must

- [ ] All dogs and cats are dewormed for roundworms and hookworms before leaving the shelter.

S Should

- [ ] The parasite control program is designed with the supervision of a veterinarian.
- [ ] Animals receive treatment for internal and external parasites common to the region and for any obvious detrimental parasite infection they are harboring.
- [ ] Treatment and prevention schedules are guided by parasite lifecycles and surveillance testing.

8. Monitoring and Daily Rounds

M Must

- [ ] Rounds are conducted at least once every 24 hours by a trained individual in order to visually observe and monitor the health and well-being of every animal.
- [ ] Any animal who is observed to be experiencing pain, suffering, distress, rapidly deteriorating health, life-threatening problems or suspected zoonotic medical conditions is assessed and appropriately managed in a timely manner.
- [ ] Animals are provided with appropriate grooming and/or opportunities to exhibit species-specific behaviors necessary for them to maintain normal healthy skin and hair coat or feathers.

S Should

- [ ] Monitoring includes food and water consumption, urination, defecation, attitude, behavior, ambulation and signs of illness or other problems.
- [ ] Monitoring takes place before cleaning.
- [ ] For animals housed in groups, monitoring also takes place during feeding time.
- [ ] When apparently healthy animals remain in care for longer than one month, exams that include weight and body condition score are performed and recorded by trained staff on at least a monthly basis. Veterinary exams are performed twice each year or more frequently if problems are identified.
- [ ] Geriatric, ill or debilitated animals are evaluated by a veterinarian as needed.
- [ ] Monitoring should include checking for appropriate grooming and/or bathing, since it is an essential component of animal health.

9. Nutrition

M Must

- [ ] Fresh, clean water is accessible to animals at all times unless there is a medical reason for water to be withheld for a prescribed period of time.
- [ ] Food that is consistent with the nutritional needs and health status of the individual animal is provided.
- [ ] Food is fresh, palatable, free from contamination and is of sufficient nutritional value.
- [ ] Uneaten food is discarded after 24 hours.
- [ ] Food that has been offered to an animal and remains uneaten is not offered to another animal.
- [ ] Healthy adult dogs and cats are fed at least once per day.
- [ ] Healthy puppies and kittens are fed small amounts frequently or have food constantly available through the day.
- [ ] Food intake is monitored daily.
- [ ] Animals displaying inappetance or extreme weight loss or gain are evaluated by a veterinarian and treated as necessary.
- [ ] Food and water is provided in appropriate dishes that are safe, sufficient in number and of adequate size.
- [ ] Animals who guard food or prevent access by cage mates are housed or fed separately.
- [ ] If automatic devices or drinking bottles are used, they are disinfected between uses.
- [ ] A schedule of regular sanitation is followed for all food and water containers.
- [ ] Food preparation and storage areas are easily sanitized and maintained in clean condition.

Notes:

S Should

- [ ] Water is changed daily and whenever it is visibly soiled.
- [ ] Food in animal enclosures is examined regularly to ensure it is free of debris and not spoiled.
- [ ] If food is not offered to cats all day, at a minimum they are offered food twice daily.
- [ ] Debilitated underweight, pregnant and lactating animals receive more frequent feedings to support increased metabolic needs.
- [ ] Veterinary input is sought when developing a feeding protocol.
- [ ] Animals are weighed and body conditions are assessed routinely.
- [ ] Each animal is fed to meet individual needs and prevent excessive gain or loss of body weight.
- [ ] The location of food and water containers allows easy observation, access for cleaning and filling and prevents contamination from litter, feces and urine.
- [ ] If automatic devices or drinking bottles are used, they are examined daily to ensure proper function and cleanliness.
- [ ] Supplies of food are stored in a manner to prevent spoilage and contamination.
- [ ] Food is not fed to animals after the expiration date.
- [ ] Toxic substances and vermin are kept out of contact with food, food storage and preparation areas.
- [ ] Stored food is clearly labeled if removed from the original packaging.

I Ideal

- [ ] A consistent diet is fed to all animals, rather than a variety of products.
- [ ] Dogs are fed twice daily and cats are fed multiple small meals or encouraged to forage throughout the day.

Notes:

10. Population Well-Being

M Must

- [ ] Shelter medical staff regularly monitor the status of individual animals and the population as a whole.
- [ ] Animal health plans are reviewed in response to changes observed in animal health, illness or deaths.

S Should

- [ ] In addition to tracking trends related to specific health problems, a periodic review of the rate of illness (morbidity) or deaths (mortality) is conducted.
- [ ] After entry to the shelter, non-euthanasia deaths represent only a very small proportion of animal intakes.

I Ideal

- [ ] Shelters monitor and assess frequency of specific problems, set realistic goals, develop targeted strategies and monitor effectiveness of medical health programs.

11. Response to Disease and Illness

M Must

- [ ] Response to disease and illness is considered an integral part of the shelter health program.
- [ ] When isolation is impossible or inadequate to control transmission of the particular pathogen, the shelter weighs consequences of exposure of the general population against euthanasia.
- [ ] When a specific pathogen has not been identified, a risk assessment is performed.
- [ ] Animals with a suspected infectious disease are isolated until diagnosis or subsequent treatment determines them to be a low risk to the general population.
- [ ] During an outbreak, physical separation is established between exposed, at-risk and unexposed animals or groups of animals.
- [ ] Shelter makes sure that all federal, state and local laws are followed concerning reportable diseases.
- [ ] Depopulation is viewed as a last resort after all other options are fully examined, and includes considering disease transmission, morbidity, mortality and public health.

Notes:

S Should

- [ ] A disease response plan includes measures to minimize transmission to unaffected animals or people and ensures appropriate care of the affected animal.
- [ ] The facility has a means of providing isolation.
- [ ] Even animals with mild clinical signs of contagious disease are not housed in the general population.
- [ ] In the event of severe or unusual conditions or outbreaks of infectious disease, diagnosis or identification of specific pathogens is sought.
- [ ] When an animal dies from unexplained causes, a necropsy along with histopathology is performed.
- [ ] Protocols to define and manage common clinical illnesses based on clinical signs are developed and used in consultation with a veterinarian.
- [ ] Protocols detail the expected course of the disease and response to treatment.
- [ ] Veterinary input is sought when disease or response to treatment does not follow the expected course.
- [ ] Animal handling and foot traffic is limited when dealing with sick animals.
- [ ] In response to an outbreak, protocols are reviewed to ensure that measures are effective shelter-wide against the pathogens of concern.
- [ ] Animals are monitored for signs of disease during an outbreak at least twice a day.
- [ ] Shelter avoids returning recovered or exposed animals to the general population while there is significant risk that they may transmit disease to other animals.
- [ ] When releasing a sick or infectious animal from the shelter, full disclosure should be made to the person or organization receiving the animal.

I Ideal

- [ ] Animal movement stops until a targeted control strategy is implemented.

U Unacceptable

- [ ] Shelter allows animals with severe infectious disease to remain in the general population.

Notes:

12. Medical Treatment

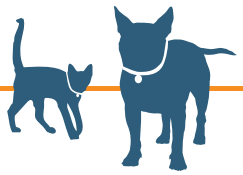
M Must

- [ ] The legal status of an animal never prevents treatment to relieve suffering (which may include euthanasia if suffering cannot be alleviated).
- [ ] Shelter has specific protocols to provide immediate care when legal status is an issue.
- [ ] Medical decisions balance both the best interest of the individual animals requiring treatment and the shelter population as a whole.
- [ ] Those providing treatment have the necessary training, skills and resources to ensure treatment is administered correctly and safely.

S Should

- [ ] Treatment decisions are based on a number of criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense and resources available.
- [ ] Shelter has a clear policy for handling disease problems that may develop after adoption.
- [ ] Adopters or those taking animals from the shelter are informed about the presence of any disease or condition known to be present at the time of adoption and provided a copy of any treatment records.
- [ ] Medication protocols for management of common diseases are provided to staff and developed in consultation with a veterinarian.
- [ ] All treatments are documented.
- [ ] Antibiotic selection and dosing are specific to the infection and animal being treated, and when possible, based on appropriate diagnostics.
- [ ] Shelter follows published guidelines for antimicrobial use in companion animals.

Notes:



Chapter 6

Behavioral Health

1. General

M Must

- ☐ Shelter takes into consideration the behavioral care of each animal as well as the conditions experienced by the entire population.

2. Considerations on Intake

M Must

- ☐ All incidents or reports of a history of aggressive behavior along with the context in which they occurred are recorded as a part of an animal's record.
- ☐ Care is given to minimize stress during intake.

S Should

- ☐ A thorough behavioral history and the reason(s) for relinquishment are obtained at the time of intake.
- ☐ Any available information about stray animals is solicited when they are impounded.
- ☐ The history is used to alert staff to the presence of potential problems, such as aggression or anxiety, and to inform staff of any individual needs so that proper care can be provided for the animal.

I Ideal

- ☐ Information and history of animals is obtained by interview. If not, written questionnaires are used as an acceptable second choice.

Notes:

3. Behavior Evaluation

M Must

- [ ] Assessment of an animal's behavior begins at the time of intake.
- [ ] Staff is trained to recognize body language and other behaviors that indicate animal stress, pain and suffering as well as those that indicate successful adaptation to the shelter environment.
- [ ] Animals are monitored daily in order to detect trends or changes in well-being and respond to their behavioral needs.
- [ ] If many animals are displaying signs of unrelieved stress, steps are taken to improve the shelter's stress reduction protocols.
- [ ] For humane reasons, long-term confinement is avoided for feral animals and for those who remain markedly stressed/fearful and are not responding to treatment/behavioral care.
- [ ] Staff performing behavior evaluations receives adequate training in performance, interpretation and safety.
- [ ] An overall behavior assessment considers all of the information gathered about the animal, including history, behavior during shelter stay and formal evaluation.

S Should

- [ ] Shelter is aware that animal histories provided, although important, may be either incomplete or inaccurate.
- [ ] During intake procedures, particular care is taken not to place cats within spatial, visual or auditory range of dogs.
- [ ] Behavioral problems that require intervention or affect how an animal can be safely handled are noted at the time of intake and entered into the animal's record.
- [ ] Actions are taken to respond promptly to behavioral needs.
- [ ] Each animal's behavior is assessed on an ongoing basis throughout the shelter stay.
- [ ] Staff records their behavioral finding each day.
- [ ] Organizations that develop their own evaluation consult with a veterinarian or behaviorist familiar with the science and theory of behavior assessment.
- [ ] A standardized behavior evaluation form is used and each evaluation is documented.
- [ ] Formal behavioral evaluations do not necessarily invalidate information provided by the owner or observations made during staff interactions with an animal.
- [ ] Cats are assessed by observing behavior and interacting with the cat to help enhance in-shelter care.

I Ideal

- [ ] A systematic behavioral evaluation is performed on all animals prior to re-homing or other placement.

4. In-Shelter Care

M Must

- [ ] Even short-term housing meets the minimum behavioral needs of animals, providing separate areas for urination/defecation, feeding and resting and sufficient space to stand and walk several steps and sit or lie at full body length.
- [ ] Animals are provided regular social contact, mental stimulation and physical activity.
- [ ] For animals who are housed short-term and with unknown health backgrounds, social interaction is balanced with infectious disease control.
- [ ] When animals must remain confined for health or behavioral reasons, positive social interaction is still provided without removing the animal from the enclosure.
- [ ] A high priority is placed on ensuring proper socialization of young puppies and kittens.
- [ ] For puppies and kittens housed in a shelter, socialization is balanced with infectious disease control.
- [ ] Training methods are primarily based on positive reinforcement in accordance with current professional guidelines.
- [ ] For long-term shelter stays, appropriate levels of additional enrichment are provided on a daily basis.
- [ ] Alternatives to traditional cage housing are provided for any animal staying in the shelter long-term.
- [ ] Cats are allowed an opportunity to exercise and explore in a secure, enriched setting.
- [ ] Dogs are provided with daily opportunities for activity outside of their runs for aerobic exercise.
- [ ] Any animal who is observed to be experiencing mental suffering, distress or behavioral deterioration is assessed and appropriately treated in a timely manner or humanely euthanized.

Notes:

- [ ] Practices (behavior modification) adhere to the well-described scientific principles of animal behavior and learning, including positive reinforcement, operant conditioning, systematic desensitization and counter-conditioning.
- [ ] Sufficient resources are available to provide appropriate care if behavioral modification is attempted.
- [ ] Staff understands that behavior modification techniques are generally labor-intensive and time-consuming and that they must be applied consistently over a period of time in order to be successful.

S Should

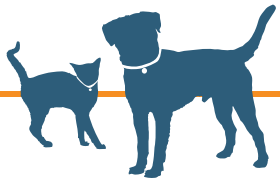
- [ ] Prey species are housed away from predatory species at all times.
- [ ] Cats are physically separated from the sight and sound of dogs.
- [ ] Regular daily schedules of care are followed.
- [ ] Scheduling daily positive events is a priority.
- [ ] Lights are turned off at night and on during daytime hours.
- [ ] Enrichment is given the same significance as other components of animal care, such as nutrition and veterinary care, and is never considered optional.
- [ ] Animals receive some type of positive social interaction outside of the activities of feeding and cleaning on a daily basis.
- [ ] Socialization is provided by workers or volunteers wearing clean protective clothing in an environment that can be fully disinfected between uses.
- [ ] Precautions are taken to ensure that disease transmission and stress are minimized.
- [ ] Animals who are housed long-term are spayed and neutered.
- [ ] Enrichment is provided for animals while in their enclosures through opportunities for play.
- [ ] Animals believed to be dangerous are not re-homed.

I Ideal

- [ ] Shy, poorly socialized, feral and geriatric cats – or any animal who is showing signs of stress – are housed in separate, calm, quiet areas beginning at intake.
- [ ] Caregivers are assigned to care for the same animals on a regular basis.

U Unacceptable

- [ ] Animals confined on a long-term basis, including feral or aggressive animals, are stressed during basic care, daily enrichment and exercise.
- [ ] The use of physical force as a punishment or in anger is utilized for behavior modification.



Chapter 7
Group Housing

1. Facilities

M Must

- ☐ For group housing of cats, a variety of elevated resting perched and hiding places are provided to increase the size and complexity of the living space.
- ☐ Sufficient resources (e.g. food, water, bedding litter boxes and toys) are provided to prevent competition or resource guarding and ensure access by all animals.

S Should

- ☐ The size of the enclosure is large enough to allow animals to express a variety of normal behaviors.

2. Selection

M Must

- ☐ Animals are not housed in the same enclosure simply because they arrived on the same day or because individual kennel space is insufficient.
- ☐ Unrelated or unfamiliar animals are not combined in groups or pairs until after a health and behavior evaluation is performed.
- ☐ If group housing is utilized short-term for intact animals, they are separated by gender.
- ☐ Animals who are not socialized to other animals well as those who actively bully other animals are not grouped with other animals.
- ☐ Animals who have engaged in fighting with one another are not grouped together.
- ☐ Caution is used when attempting to include any animal with a history of fighting in a group.
- ☐ When placing single orphaned kittens and puppies with an alternate mother, with or without a litter, risks and benefits to health and behavior for all animals is weighed.

Notes:

- [ ] Even for littermates, all requirements for group housing are met.
- [ ] Options for individual housing are available for animals when group housing is not appropriate.
- [ ] Single, enriched housing is provided for animals who are fearful or aggressive toward other animals, are stressed by the presence of other animals, require individual monitoring or are ill and require treatment that cannot be provided in group housing.

S Should

- [ ] Animals are appropriately matched for age, sex, health and behavior.
- [ ] Unfamiliar animals are not placed in group housing until sufficient time has been given to respond to core vaccines.
- [ ] Intact animals of breeding age are not placed in group housing.
- [ ] Sexually mature dogs and cats are spayed or neutered and allowed sufficient recovery time before placed in group housing.
- [ ] Group housing for dogs should have no more than four to six dogs.
- [ ] Turnover within groups is minimized.
- [ ] Puppies and kittens under 20 weeks of age are not group housed unless they are littermates.

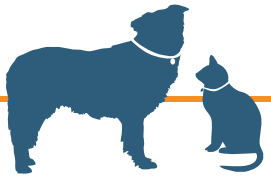
I Ideal

- [ ] Group housing for cats does not exceed 10-12.

U Unacceptable

- [ ] Animals are randomly housed in groups.
- [ ] Animals who fight are grouped together.

Notes:



Chapter 8
Animal Handling

1. General

M Must

- [ ] Handling is as humane as possible and appropriate for the individual animal and situation.

S Should

- [ ] The minimal amount of physical restraint needed to accomplish the task without injury to people or animals is used.
- [ ] When physical restraint is necessary to avoid human injury or injury to an animal, it is of the least intensity and shortest duration possible.

2. Restraint

M Must

- [ ] Adequate training is key to limiting the use of unnecessary force during handling and must be provided to anyone who will be handling animals.

U Unacceptable

- [ ] Physical force is used as a punishment or in anger.

3. Location and Timing

M Must

- [ ] Handling methods prevent escape.

Notes:

4. Equipment

M Must

- [ ] The use of catchpoles for routine restraint of cats, including carrying or lifting, is inhumane and poses significant risk of injury to the animal and is not done.

S Should

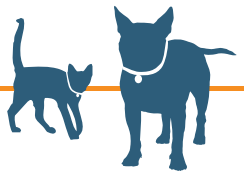
- [ ] Each situation is evaluated individually and each piece of equipment is assessed for its potential to cause harm or increase stress.
- [ ] Catchpoles are only used when other more gentle alternatives cannot be used.
- [ ] Humane traps, purpose-designed boxes or nets are used for handling fractious cats or cats who appear to be unaccustomed to handling.
- [ ] Cages or crates that do not provide easy access for humanely removing an unwilling, frightened or reluctant animal – either because of design constraints, damage to the cage or crate or corrosion of the fasteners – are avoided.

5. Feral Cats

S Should

- [ ] When capturing or transporting feral cats, squeeze cages, feral cat boxes or humane box traps with dividers should be used for the most humane restraint and for administering tranquilizing injections prior to handling.

Notes:



Chapter 9

Euthanasia

1. General

M Must

- ☐ Each individual animal is treated with respect.
- ☐ Any euthanasia method used quickly induces loss of consciousness flowed by death and ensures the death is as free from pain, distress, anxiety or apprehension as possible.
- ☐ Euthanasia method is reliable, irreversible and compatible with the species, age and health status of the animal.
- ☐ The identity of each animal to be euthanized is determined with certainty beforehand, including scanning multiple times for a microchip using a universal scanner and verifying that the animal is properly designated for the procedure.
- ☐ An assessment is made of each animal's size, weight and temperament so the appropriate drug dose, needle, syringe and restraint method can be used.
- ☐ Safety of the personnel and the emotional impact of euthanasia are considered.

S Should

- ☐ A veterinarian with appropriate training and expertise for the species involved is consulted to ensure that proper procedures are used.
- ☐ Procedures are in place to prevent and address compassion fatigue throughout the organization.

U Unacceptable

- ☐ Agents and/or methods unacceptable to the AVMA Guidelines on Euthanasia are used.

Notes:

2. Euthanasia Technique

M Must

- [ ] Sodium pentobarbital is not injected by any non-vascular route.
- [ ] To avoid causing any undue stress and anxiety, the least amount of physical restraint necessary to perform the procedures safely is used.
- [ ] Euthanasia method is quick, painless and does not cause distress.
- [ ] Carbon monoxide is not utilized as a euthanasia method because any gas that is inhaled must reach a certain concentration in the lungs before it can become effective and this can create a haphazard euthanasia experience that can be prolonged, painful and ineffective.
- [ ] Death is verified by multiple methods by trained staff before disposing of any animal's body.
- [ ] Because lack of a palpable pulse does not confirm that the heart has stopped, cardiac standstill is confirmed with a stethoscope or visual verification.

S Should

- [ ] IP injections of a pure sodium pentobarbital solution free of additional drugs or additives are used only for cats, kittens and small puppies.
- [ ] In dogs and cats, oral dosing of sodium pentobarbital is reserved for use in animals who cannot be safely approached, trapped or handled.
- [ ] Regardless of the route of administration, whenever progression to death is prolonged, an additional injection of sodium pentobarbital is given.
- [ ] Pre-euthanasia drugs are administered to animals who are aggressive, severely distressed or frightened.
- [ ] Veterinary guidance is used for selection of pre-euthanasia drugs.
- [ ] After the animal loses consciousness, the absence of the following is confirmed: papillary and corneal reflexes, toe withdrawal, pulse, respiration and heartbeat.

U Unacceptable

- [ ] Intra-cardiac injections are used even when it has not been verified that the animal is unconscious, comatose or anesthetized (i.e. lack of deep pain/toe withdrawal reflex).
- [ ] Carbon monoxide is used as a method to euthanize dogs and cats even through there are multiple humane, operational and safety concerns.
- [ ] Agents that induce convulsions prior to loss of consciousness are used.

3. Environment and Equipment

M Must

- [ ] Euthanasia equipment includes a table that can be readily disinfected, a good light source, a universal microchip scanner, hair clippers, stethoscope, a variety of needles and syringes, muzzles and restraint equipment.
- [ ] Staff performing euthanasia wears protective garments, which are removed before going on to other animal care duties.

S Should

- [ ] A separate room is designated for euthanasia in a quiet area away from the main pattern of foot traffic, to minimize distractions and interruptions.
- [ ] The room used for euthanasia has adequate lighting and is large enough to comfortably accommodate the equipment, two to three staff members and the animal being euthanized.
- [ ] Only people directly involved in euthanasia are in the room when the procedure is being performed.
- [ ] Scales for accurate weighing are available.
- [ ] A new needle is used for each animal.
- [ ] The euthanasia surface is cleaned before every procedure.
- [ ] The euthanasia room and equipment are cleaned and disinfected after every euthanasia period.
- [ ] Animals are not permitted to observe or hear the euthanasia of another animal, nor permitted to view the bodies of dead animals – with the exception of puppies and kittens. When selected for euthanasia, mother animals are euthanized prior to their offspring with the puppies and kittens euthanized immediately afterward.

4. Record-Keeping and Controlled Substances

S Should

- [ ] A record log is kept documenting each animal's identification, amount of euthanasia solution and pre-euthanasia drugs received, dispensed and remaining, as well as the identity of the person performing the euthanasia.
- [ ] All drug records are maintained in accordance with federal, state and local regulations.
- [ ] All controlled drugs are kept secured in a manner consistent with state and federal regulation.

5. Staff Training

M Must

- [ ] Proper training is provided to all staff participating in euthanasia.
- [ ] Euthanasia training in specific techniques includes the ability to access alternative injection sites, handle various species, assess behavior and temperament for proper animal handling and verify death by multiple methods.
- [ ] The euthanasia technician and the assisting staff are proficient in animal handling and restraint.

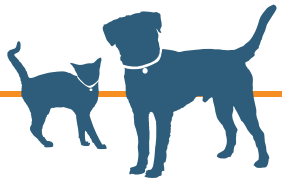
S Should

- [ ] Training for field euthanasia is provided.
- [ ] Retraining and recertification are provided periodically, with support services offered to staff to prevent or manage suffering from grief, compassion fatigue, depression or other physical and emotional reactions related to performing euthanasia.

I Ideal

- [ ] Those administering drugs are certified and trained by a licensed veterinarian, a certified or licensed veterinary technician or a certified euthanasia technician or trainer.

Notes:



Chapter 10

Spaying and Neutering

1. General

M Must

- ☐ Consideration is given to individual animal health or circumstances when it comes to creating the need for an exception to the required spay/neuter policy.

S Should

- ☐ Shelter policy requires that cats and dogs who are adopted into homes be spayed or neutered.
- ☐ When prompt pre-placement surgery is not available and other spaying or neutering programs (e.g. vouchers) are implemented, there is an effective follow-up to confirm that the surgery has been completed.

U Unacceptable

- ☐ Shelter animals are allowed to breed.

2. Veterinary Medical Guidelines

M Must

- ☐ Spaying or neutering surgery is performed by veterinarians or veterinary students under the direct supervision of a veterinarian in compliance with all legal requirements.
- ☐ Medical records are prepared for every patient indicating the surgical procedure and anesthesia administered.
- ☐ All controlled substances are maintained in accordance with DEA requirements.
- ☐ A veterinarian makes the final decision regarding acceptance of any patient for surgery based on a physical examination and medical history (if available) as well as the capacity of the surgery schedule.
- ☐ A veterinarian weighs the risks and benefits of spaying and neutering patients with mild infectious or non-infectious medical conditions.

S Should

- ☐ Patients undergoing elective surgery are in good health and free from signs of infectious or other disease.

3. Surgery and Anesthesia

M Must

- [ ] Appropriate housing is provided for each animal before and after surgery.
- [ ] Enclosures are secure and provide a flat surface that is clean, dry and warm with adequate space for the animal to turn around, while allowing for safety at various stages of sedation and anesthesia and good visibility for staff.
- [ ] When surgery is being performed, the operating area is dedicated to surgery and contains the necessary equipment for anesthesia and monitoring.
- [ ] Infectious disease control is practiced to prevent disease transmission among patients.
- [ ] Aseptic surgical technique is required and separate sterile instruments are used for each patient.
- [ ] Patients are monitored by trained personnel.
- [ ] Plans are in place to handle any emergency that might occur.
- [ ] In the post-operative period, care is taken to provide patients with a smooth transition from the anesthetized state.
- [ ] Patients are evaluated immediately prior to release and clear instructions (written and verbal) for post-operative care are provided.
- [ ] Policies for managing complications and emergencies that occur within 48 hours after surgery are in place.

I Ideal

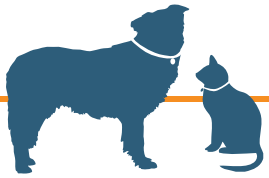
- [ ] Dogs and cats are housed in separate areas.

4. Documentation

S Should

- [ ] A certificate of spaying or neutering or other appropriate documentation is provided for each animal.

Notes:



Chapter 11

Animal Transport

1. General

M Must

- ☐ Risks and benefits for all animals affected by the transport program are carefully weighed.

S Should

- ☐ Transport recommendations apply regardless of the purpose, distances or parties involved.
- ☐ Compromises on these guidelines are not made when there is ample opportunity to plan.

2. Responsibilities of Participating Individuals and Organizations

M Must

- ☐ A contact person is identified at each transfer point.
- ☐ Animals destined for transport are vaccinated prior to or upon intake at the organization of origin.
- ☐ In addition to any examinations required by state or federal regulations, all animals being transported are examined within 24 hours of transport for any problems.
- ☐ Information on the health and behavior of animals – as known at the source shelter – is accurately described and communicated.
- ☐ Clearly written health records that describe health status and identify animals (health certificate, rabies certificate and a copy of shelter record) accompany each animal.
- ☐ During transport, animals have adequate space, comfortable environmental conditions and good air quality.
- ☐ Primary enclosures are large enough for animals to stand and sit erect, to turn around normally while standing and to lie in a normal position.
- ☐ Unfamiliar animals are not transported together in the same primary enclosure.

- [ ] If more than one animal is in the primary enclosure, there must be enough space for each occupant to lie down comfortably at the same time without needing to lie on top of one another.
- [ ] The enclosure is sturdy and permits adequate ventilation.
- [ ] Flooring prevents injury, discomfort and leakage of fluids into other enclosures.
- [ ] Animals are safely and securely confined within the enclosure.
- [ ] Doors on the primary enclosures are secured to prevent movement within the vehicle during transport.
- [ ] Extra care is provided when transporting puppies and kittens, including prevention of exposure to temperature extremes, maintenance of adequate hydration and nutrition and protection from infectious disease exposure during the transport process.
- [ ] If animals are sedated, veterinary guidance is provided for their care.
- [ ] At a minimum, vehicles adhere to all federal and local statutes.
- [ ] Crates and cages are not stacked upon each other in a manner that increases animal stress and discomfort, compromises ventilation, allows waste material to fall from the cage above into the cage below, interferes with care and observation or hinders emergency removal.
- [ ] Each primary enclosure is positioned in the animal cargo space in a manner that provides protection from the weather and extremes of temperature.
- [ ] Fresh air free of exhaust fumes is ensured.
- [ ] Attention is paid to the provision of shade, because even in comfortable temperatures, a vehicle parked in full sun can rapidly exceed safe temperature levels.
- [ ] The vehicle driver or animal attendant has sufficient training in animal health, welfare and safety issues to recognize and respond to animal needs during transport.
- [ ] All dogs and cats must be observed and allowed to rest every four to six hours.
- [ ] Adult dogs must be allowed to exercise and eliminate every four to six hours.
- [ ] Food must be provided at least every 24 hours for adults and more frequently for animals under six months old.
- [ ] If water is not available at all times, it is provided at frequent observation stops (at least every four hours).
- [ ] Animal enclosures are cleaned and any litter replaced as often as necessary to prevent soiling of the animals from vomit, urine or feces.
- [ ] If it is necessary to remove animals in order to clean, safeguards are in place to ensure animal safety and prevent escape.
- [ ] Points of destination have enough trained personnel ready to receive and evaluate animals upon arrival.
- [ ] The receiving facility has adequate housing prepared for the arriving animals.

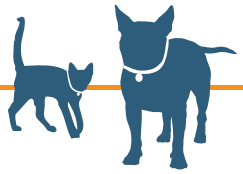
S Should

- [ ] A written record of all involved parties, including responsibilities for each, is kept in sufficient detail to allow a trace back to the animal's origins.
- [ ] Written guidelines are developed that can be agreed to by all parties.
- [ ] Guidelines address medical and behavioral selection criteria, as well as transportation and destination requirements.
- [ ] The shelter where the animals originate has a comprehensive preventive health care program.
- [ ] Animals are treated for internal and external parasites prior to transport.
- [ ] Animals are identified by a collar, tag, tattoo, microchip or any combination of these methods so that their information can be matched upon arrival.
- [ ] Animals are in good health at time of transport.
- [ ] Drivers are careful to avoid subjecting animals to sudden acceleration and deceleration stresses, excessive lateral movement, noise or vibration.
- [ ] Absorbent bedding is provided.
- [ ] The animals' primary enclosures have no sharp edges.
- [ ] Unless orphaned, kittens or puppies less than eight weeks old are transported with their mother in a space large enough for her to lie down on her side with her legs extended for comfort and to facilitate nursing.
- [ ] Animals are not sedated unless recommended by a veterinarian.
- [ ] The ambient temperature is kept above 60 degrees Fahrenheit and below 80 degrees Fahrenheit.
- [ ] A thermometer is placed in the animal area of the vehicle at the level of the animals.
- [ ] The vehicle, including the cargo space, is heated and cooled as necessary.
- [ ] Maximum transport time to an intermediate or final destination is no more than 12 hours.
- [ ] Animals are not left unattended when it may be detrimental to their health and safety.
- [ ] Each animal receives a documented physical examination at the time of arrival.
- [ ] Veterinary care is available on arrival for any animal requiring care.
- [ ] The need for isolation or quarantine for arriving animals is determined based on legal requirements, their health status, source and infectious disease risk, with due attention to incubation periods for pathogens of concern and detrimental effects of increasing length of stay.

U Unacceptable

- ☐ Shelter transports unconfined or tethered animals in the back of an open pickup truck – an illegal practice in many jurisdictions.

Notes:



Chapter 12

Public Health

1. General

M Must

- ☐ Shelter maintains compliance with federal and state occupational and safety regulations regarding chemical, biological and physical hazards in the workplace.
- ☐ Hearing protection is provided for employees working in loud environments.
- ☐ Personal protective equipment (PPE) such as gloves, smocks, goggles, masks, etc. is provided by the shelter in order to protect employees from exposure to chemical and biological agents.
- ☐ PPE is available in sizes to accommodate all staff, including those with special concerns such as latex allergies.

S Should

- ☐ Noise abatement materials are utilized in animal holding areas.
- ☐ Employees and volunteers wear gloves and change them frequently while cleaning and disinfecting, especially when removing animal waste.
- ☐ Eye protection is worn when working with cleaning and/or disinfection agents.
- ☐ Frequent hand-washing is strongly encouraged, especially after handling animals and after removing PPE, before eating, smoking or touching eyes or mucus membranes, including applying contact lenses.
- ☐ Shelter does not allow smoking.

Notes:

2. Zoonoses

M Must

- [ ] Enclosures of animals with suspected zoonotic disease are clearly marked to indicate the condition and any necessary precautions.

S Should

- [ ] Shelter provides periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure.
- [ ] Training identifies to whom concerns should be reported and how to respond when zoonotic disease is suspected or confirmed.
- [ ] The public does not have unsupervised access to areas where animals are isolated for zoonotic diseases and staff access to those areas is also limited.
- [ ] Shelter institutes good preventive medicine protocols such as prophylactic deworming and external parasite control to decrease the potential for exposure to zoonotic pathogens.
- [ ] Food and drink are not consumed in areas where animals are housed; use of items the public may bring in – such as spill-proof cups, pacifiers, teething toys and baby bottles – is discouraged in these areas.
- [ ] Animals are not allowed in areas where food is prepared or consumed.
- [ ] Information about zoonotic diseases is made available to visitors, adopters and foster care providers.
- [ ] Shelter-provided literature about zoonotic diseases suggests that immune-compromised adopters discuss pet selection with their healthcare professional before adoption.
- [ ] If inquiries are made, shelter staff refers people to published guidelines or their health care professional.

I Ideally

- [ ] Hand washing stations or sinks are easily accessible to all visitors, staff and volunteers.
- [ ] The written infection control plan for the shelter addresses zoonotic concerns and is available to all staff and volunteers.

Notes:

3. Animal-Related Injuries

M Must

- ☐ Shelter staff is able to identify potential rabies exposures and understands the regulations that apply to reporting and managing bites to humans and animals.
- ☐ To identify possible rabies exposures, everyone presenting an animal is asked if the animal has bitten anyone within the last 10 days or had any contact with wildlife.
- ☐ Clear policies are developed and enforced regarding the management of animals with behavioral concerns.
- ☐ The cages of animals known to be aggressive or potentially dangerous are clearly marked to advise caution.
- ☐ Alternate housing is provided for any animal housed in an enclosure that would require that dogs be removed by use of a control pole or cats be removed using nets or tongs for daily cleaning or care.
- ☐ A thorough investigation of individual circumstances is undertaken before consideration is given to re-homing an animal with a history of biting or threatening behavior.

S Should

- ☐ All persons injured by an animal are instructed to seek medical advice.
- ☐ All incoming animals are examined for bite wounds; any animals who have potentially been exposed to rabies are managed in accordance with the NASPHV Rabies Compendium in consultation with state and local health authorities.
- ☐ People who routinely work with companion animals or wildlife receive pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee in Immunization Practices.
- ☐ Shelter vaccinates for rabies prior to adoption when possible or requires that adopted animals receive vaccinations against rabies after adoption.
- ☐ All staff and volunteers have proper training in basic animal handling skills, including the recognition of potentially dangerous behaviors.
- ☐ Any animal who is deemed potentially aggressive or dangerous is housed in a way that staff members can safely provide care without removing the animal from the primary enclosure.

Notes:

- [ ] The public is prevented from having contact with potentially dangerous animals.
- [ ] Access to areas where potentially dangerous animals are held is restricted and a staff member should accompany visitors when access is necessary.
- [ ] Animals believed to be dangerous are not re-homed.
- [ ] Animals with questionable behavior are thoroughly assessed by people with training and experience in animal behavior.
- [ ] All behavioral concerns are documented and discussed with potential owners before adoption and recommendations for managing those concerns are provided.

U Unacceptable

- [ ] Alternate housing is not provided for any animal housed in an enclosure that requires dogs to be removed by use of a control pole or cats to be removed using nets or tongs for daily cleaning or care.

4. Emerging Diseases and Anti-Microbial Resistance

M Must

- [ ] Routine use of antibiotics is never used as a substitute for good animal health management.

S Should

- [ ] Shelter monitors for signs of unusual or severe disease.
- [ ] Separation of species, proper population management and proper sanitation are employed to reduce the risk of development of novel pathogens.

Notes:

Notes:

COCONINO COUNTY ARIZONA
Health & Human Services

Subject: OFFICER REQUESTED EUTHANASIA OF DOG	**Policy #: AM-2022-19**
Unit: AM	**Effective Date: 01/01/2022**
Program Manager's Signature: Sabrina Kelley (Oct 14, 2022 07:00 PDT)	
Division Manager's Signature: Eve W	
Chief Health Officer's Signature: Kim Musselman	
Review Date: Oct 16, 2022	
References:	

POLICY

On rare occasions an Animal Management Officer (AMO) will request that a dog be humanely euthanized in situations where the dog has a history of extreme aggressive behavior, extreme aggression was witnessed by the officer, or an unprovoked aggressive attack occurred. This will be requested if the officer deems the dog to be a threat to public safety.

PROCEDURE

If an AMO is requesting that a dog be humanly euthanized due to extreme aggressive behavior the officer will first discuss the case with the Program Manager. If the Program Manager is not available, the officer will speak with the Division Manager or Deputy Director.

If the decision is made to have the dog humanly euthanized to ensure public safety, the Program Manager will email the county contracted shelter's executive director and make them aware of the decision and the reason for the request. Clear and precise documentation explaining why the decision was made to euthanize, and all conversations that took place, must be entered into the report in Animal Management's database, ShelterPro, as well as the county contracted shelter's database.

Request to Euthanise 9.8.2022

Final Audit Report 2022-10-17

Created:	2022-10-14
By:	e wolters (ewolters@coconino.az.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf2AccbiL98TEOM8upBkGOWFFKfpQEmaU

"Request to Euthanise 9.8.2022" History

Document created by e wolters (ewolters@coconino.az.gov)
2022-10-14 - 0:03:53 AM GMT- IP address: 24.156.16.2

Document emailed to skelley@coconino.az.gov for signature
2022-10-14 - 0:05:10 AM GMT

Email viewed by skelley@coconino.az.gov
2022-10-14 - 1:55:16 PM GMT- IP address: 24.156.16.2

Signer skelley@coconino.az.gov entered name at signing as Sabrina Kelley
2022-10-14 - 2:00:35 PM GMT- IP address: 24.156.16.2

Document e-signed by Sabrina Kelley (skelley@coconino.az.gov)
Signature Date: 2022-10-14 - 2:00:36 PM GMT - Time Source: server- IP address: 24.156.16.2

Document emailed to Kim Musselman (kmusselman@coconino.az.gov) for signature
2022-10-14 - 2:00:40 PM GMT

Email viewed by Kim Musselman (kmusselman@coconino.az.gov)
2022-10-17 - 5:02:00 AM GMT- IP address: 71.223.17.186

Document e-signed by Kim Musselman (kmusselman@coconino.az.gov)
Signature Date: 2022-10-17 - 5:03:18 AM GMT - Time Source: server- IP address: 71.223.17.186

Agreement completed.
2022-10-17 - 5:03:18 AM GMT

This INTERGOVERNMENTAL AND THIRD PARTY AGREEMENT (hereinafter this "Agreement") is made this 16TH day of OCTOBER, 2018,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "City"),

AND

PAW PLACEMENT OF NORTHERN ARIZONA doing business as HIGH COUNTRY HUMANE an Arizona Non-Profit 501(C)(3) Organization located at P.O. Box 942, Flagstaff, AZ 86002(hereinafter the "Independent Contractor or IC"),

WHEREAS:

A. The County, pursuant to A.R.S. § 11-1013, may provide for animal shelter services through a county animal sheltering facility;

B. The City provides animal shelter services pursuant to Flagstaff City Code Section 6-02-001-0002;

C. The City and the County, pursuant to A.R.S. §§ 11-952; 11-1013, may enter an intergovernmental agreement to provide for animal shelter services through a county animal shelter facility;

D. The County received by donation the property located at 11665 N. US Highway 89, Flagstaff, Arizona 86004, and all associated facilities (hereinafter "property") from the Second Chance Center for Animals Foundation;

E. Pursuant to the deed transferring title in the Property to the County, for a period of thirty years from the date of the transfer, the primary use of the Property must be for animal care and management;

F. In fulfilling the intent of the donation, the County wishes to utilize the Property in a manner to encourage the self-sufficiency of an independent contractor who can provide animal sheltering services as well as extended services beyond those required by law for the benefit of the community;

G. The County has entered into a concurrent agreement with the City of Flagstaff to work together to obtain animal sheltering services through a single joint request for proposals and subsequent agreement;

H. The County and City of Flagstaff jointly issued Request for Proposals 2018-107 to obtain animal shelter services consistent with Arizona Revised Statutes Title 11, Chapter 7, Article 6, and Title 9, Chapter 4, Article 8 to be provided at the Property;

I. The Independent Contractor submitted the successful proposal; and

J. The Independent Contractor is ready, willing and able to provide the Services to both the County and the City at the County-owned facility; and

THEREFORE, in consideration of their mutual promises outlined in this Agreement, the County, the City, and the Independent Contractor agree as follows:

I. Services Agreement.

A. Scope of Work: The Independent Contractor shall provide animal shelter services (hereinafter "Services"), which shall consist of:

1. Maintaining and operating an animal shelter in accordance with the ASPCA Shelter Care Checklists: Putting ASV Guidelines into Action, located at **https://www.aspcapro.org/sites/default/files/aspca-asv-checklist-2014.pdf**; and,

2. Implementing the "Must" standards as defined on the ASPCA website referenced above in each of the following areas to assure the delivery of acceptable and humane animal care:

   a. Management and Record Keeping
   b. Facility Design and Environment
   c. Population Management
   d. Sanitation
   e. Medical Health and Physical Well-Being
   f. Enclosures
   g. Socialization and Interaction with Animals
   h. Group Housing
   i. Animal Handling
   j. Euthanasia
   k. Spaying and Neutering
   l. Animal Transport
   m. Public Health

3. Receiving unwanted and stray animals from unincorporated Coconino County residents and City of Flagstaff residents. Nominal fees may be charged for owner surrenders based on circumstances, at the discretion of the Independent Contractor

4. Receiving animals impounded by the County Animal Management Officers and the City Animal Control Officers, including police officers, in the performance of their duties 24 hours a day, and place a hold on said animals for at

least 72 hours as per A.R.S. § 11-1013;

5. Considering requests of Coconino County Public Health District (CCPHD) Animal Management Officers and City Animal Control Officers for extended holds on impounded or injured animals not to exceed 7 days. Independent Contractor's approval will be dependent on the animal's health and disposition and animal capacity;

6. Holding for a minimum of 72 hours, injured stray animals that have received emergency veterinarian care and have been signed into the Independent Contractor's shelter.

7. Administering medications to the animal(s) as prescribed by the veterinarian.

8. Working with the County and the City to find agreeable alternatives to sheltering for any animal who has been diagnosed with a contagious disease that may place other animals at risk for contracting the contagion or for any animal that has been severely injured and requires constant supervision and care;

9. Establishing cash control procedures for collecting all license and redemption fees as mandated by County and City ordinances. Fees shall be collected for both County and City and shall be remitted to the County and City monthly, along with supporting documentation on the 15th day of the month. The County reserves the right to audit the IC facility and financial records at any time with reasonable notice.

10. Providing distemper, Bordetella and parvovirus or appropriate shots to all animals brought into the shelter by County Animal Management Officers, City Animal Control Officers, police officers, and by unincorporated Coconino County and City of Flagstaff residents except those to be immediately destroyed;

11. Providing quarantine facilities for bite cases and, as needed, for other health and safety reasons;

12. Developing and implementing operational policies that address the transfer of impounded animals over to other shelters or adoption agencies as allowed by state statute and at no additional charge to either party;

13. Altering all dogs and cats as part of the adoption process per A.R.S. § 11-1022.

14. Humanely destroying and disposing of animals not claimed, adopted or transferred. The contractor will follow the Euthanasia policies as set forth by the ASV to ensure that animals not claimed, adopted or transferred are humanely destroyed. Maintain compliance with A.R.S. § 11-1021.

15. Establishing policies and procedures to include:

a. transfer of sheltered animals over to "no-kill shelters" as allowed by state statute and at no additional charge to either party

b. ensuring rabies vaccination of all dogs which are claimed, adopted or transferred.

16. Providing a processing center area for County Animal Management Officers and City Animal Control Officers to prepare rabies specimens. A freezer, refrigerator, stainless steel processing table, adequate ventilation, and a sink for clean-up and hand washing are required. The County shall provide a freezer and refrigerator for this purpose.

17. Submitting monthly reports to the County and the City describing each month's activities, including fees collected, animals impounded, and disposition of all animals from unincorporated Coconino County and the City of Flagstaff by the 15th day of each following month.

18. Submitting to Performance Evaluations: The IC will meet with the City and CCPHD a minimum of four times annually to review performance and discuss any problems or concerns.

19. Complying with all federal, state, county, and municipal laws, ordinances, rules, or regulations applicable to performance of these services. This specifically includes all laws, ordinances, rules, or regulations pertaining to humane treatment, euthanasia, spay/neuter and the reclaiming or adoption of animals.

20. Providing an enclosed area that is accessible 24/7 for the intake of animals from the public or from County Animal Management Officers, City of Flagstaff Animal Control Officers and Police Officers. An employee shall be onsite for coverage when the shelter is closed to provide assistance to unload animals, to provide medication for shelter animals and to provide overall security for the shelter.

21. Providing an Animal Ambulance to provide emergency veterinarian care for sick and injured animals for the City. The employee must receive and dispatch a call for triage within 15 minutes, following a call for service. All reports pertaining to Animal Ambulance calls shall be included in the monthly reports submitted to the City of Flagstaff.

22. Conducting animal cruelty investigations, upon request, for the City. All reports and findings shall be submitted to the City on agreed upon forms and utilizing submission protocols of the City.

23. Collaborating with the County and City to provide public education and to participate in County and City events and requests for educational materials to include:

    a. Public education (rabies, pet care, bite safety etc.)
    b. Adoption Services

c. Low cost spay/neuter services for dogs/cats
d. Lost and found
e. Pet food bank for low income assistance
f. Low cost euthanasia services for pets of Coconino County residents
g. TNR- Trap Neuter/Spay Release Program for feral cats outlining safe capture, sterilizing and releasing back into the colony.

24. Providing read only access to CCPHSD Animal Management and City of Flagstaff Animal Control for the shelter database from offsite locations.

25. Providing documentation of staff training. Log to be provided upon request.

26. Applying for, obtaining, and maintaining a Shelter Operating License from the CCPHSD Animal Management Program and following the regulations in Chapter 11 of the Environmental Services Code. License fees and routine inspections for compliance with Chapter 11 will be conducted.

27. Maintaining compliance with all Arizona Revised Statutes, Arizona Administrative Codes, and County regulations pertaining to the operation of a shelter and the care and maintenance of animals under their care.

28. Providing for membership for both a County and a City designee on the IC's Advisory Board.

II. License

A. Grant of License. The County hereby grants the Independent Contractor a license to use the Property for the purposes of providing the services described in this Agreement. This License includes the use of any and all facilities, equipment and personal property at or on the Property, including the mobile home located on the Property.

B. Term. The license shall be effective so long as this Agreement is in effect and, correspondingly, shall terminate in the event this Agreement terminates.

C. Terms of Independent Contractor's Use

1. Independent Contractor shall have access to and may conduct operations as described in the Services Agreement utilizing the entire Property and all existing structures contained therein.

2. The County shall have access to the entire Property for any scheduled maintenance, inspections and County use that does not conflict with the Independent Contractor's operations. Notice of scheduled maintenance and building inspections will be given by the County to the IC promptly.

3. Independent Contractor shall manage, operate, and maintain any specialty items or equipment owned or leased by Independent Contractor in the provision of services pursuant to this Agreement.

D. General Maintenance, Repair, and Improvements

1. Independent Contractor will maintain the facility in good condition during the term of this Agreement and perform needed maintenance and repairs on those items as listed in (RFP-2018-107, Section 7.6 pg. 15 and 16 and Contractor RFP Response pgs. 38–40, attached as Exhibit A and B and incorporated herein, including:

    a. Appliances
    b. Furnishings
    c. Fixtures
    d. Plumbing, such as leaks and clogs
    e. Water heaters
    f. Electrical issues including such items as bulbs
    g. Security system
    h. Communication system-analog phone line to building
    i. Interior and exterior general maintenance on all structures

2. Independent Contractor shall be responsible for all utility costs including: Doney Park Water, APS Electric, Unisource Gas, Fire Alarm Monitoring service contract, and quarterly elevator servicing contract. County shall invoice IC monthly and IC shall remit payment in full within 15 days of invoice date to the County.

3. Independent Contractor occupancy shall maintain compliance with all laws, ordinances, and health and zoning codes throughout the term of this Agreement.

4. The Independent Contractor shall be responsible for and shall repair and replace the following systems and structural components on behalf of the County for an annual payment **of $24,780. (County contribution shall be $12,390 annually; City of Flagstaff Contribution shall be $12,390 annually). The City contribution of $12,390 shall be paid to the County annually and County shall remit to the total of $24,780 to the IC annually.**

    a. HVAC Systems
    b. Plumbing system/bathroom fixtures
    c. Fire extinguishers
    d. Exterior lighting
    e. Electrical lines
    f. Exterior walls, roof and parking surfaces
    g. Septic systems and all water alternate systems, i.e. cistern
    h. Mobile home structure, electrical, septic system, plumbing systems, excluding plumbing issues such as leaks and clogs, which shall be considered normal wear and tear and be the responsibility of the IC.

5. If there is insufficient funding to repair or replace any of the systems or structural components listed above, the IC will consult with the County to determine

an advisable scope of work for critical replacements and to determine fair additional compensation from the County in order to maintain the structural and systems integrity of the County-owned property.

6. Independent Contractor understands that its use of the facility is not exclusive. Should the County wish to utilize the facility, it will coordinate with Independent Contractor to avoid any interference with Independent Contractor's operations.

7. The County shall maintain the right to issue licenses for use of portions of the premises to third parties for the benefit of shelter operations and will consult with the IC prior to the third-party license being issued.

8. At approval of this agreement by all parties, the County shall provide the capital cost of certain improvements, for a total of **$40,080** to allow the IC to optimize their replacement for enhanced service delivery. Said improvements are identified as item #'s: 3, 5, 7, 8, 11, 12, 13,14, 17 of ABACUS Facility Assessment Report, Facility Renewal Schedule pg. 22, attached as Exhibit C and incorporated herein.

9. The County shall complete the following items prior to move in or as promptly after move-in as possible:

   a. Re-keying of exterior doors
   b. Landscape cleaning
   c. Tree CUP required replacement
   d. Fire alarm system viability assessment
   e. Fire alarm system to fully protect all egress pathways with smoke detectors
   f. Electrical equipment marked or labeled with an ARC Flash Hazard Rating
   g. Analog phone line installation for fire panel
   h. Fire panel monitoring service contract
   i. Assessment of cistern and septic system pumps
   j. Mobile home will be inspected and determined to be structurally sound and will be in livable condition with plumbing, electrical, septic system and appliances in place and in working order.

III. Compensation :

The compensation shall be in amount of **$510,000** (**$42,500** per month) for the initial term, ending on June 30, 2024. County portion shall be **$229,500** (**$19,125** per month) and City portion paid to the County shall be **$280,500** (**$23,375 per month**) and total monthly payment in combined amount of **$42,500** to be remitted by County to the IC.

First payment for service to be effective 1/1/2019

County will pay capital costs for improvements in amount of **$40,080** upon date of agreement.

Any price adjustment must be approved in writing by mutual written consent of the parties, and price adjustments shall be negotiated based on the Consumer Price Index for all Urban Consumers (CPI-U), using the detailed expenditure category "Pet Services including veterinary" and calculating the average under the seasonally adjusted percent change.

Performance accountability will be jointly considered by the County and City at the time of any annual price adjustment.

Price adjustments must be requested by January 30th of the calendar year, in order to meet the Agencies budget process time lines.

IV. Term of Agreement:

The Term of this Agreement is for the period from 16th day of October 2018, through the 30th day of June 2024.

This Contract may be renewed for up to one (1) additional, five (5) year extension by mutual written consent of the parties.

V. Termination:

Any party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other parties. In that event, the termination date shall be the ninetieth (90th) day after furnishing proper notice to the other party. The Independent Contractor shall be paid for any work completed up to the date written notice of termination is sent to the other parties by first class mail.

VI. Disposal of Personal Property:

Upon termination or expiration of this Agreement, Independent Contractor will, within ninety (90) days, remove Independent-Contractor-owned equipment. Any permanent improvements remaining on the Property will become the property of the County unless otherwise agreed to in writing by both parties.

VII. Insurance:

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County and City. Prior to providing services, the Independent Contractor will provide the County and City with a Certificate of Liability Insurance evidencing insurance coverage in the amounts specified above for the effective term of this renewal.

A. Commercial General Liability occurrence version in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	$2,000,000

Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Fire Legal Liability	$50,000
Each Occurrence	$1,000,000

B. Automobile Liability in an amount not less than One Million Dollars ($1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

C. Veterinarian's Professional Liability (if applicable) in an amount not less than One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the contract or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy

D. Worker's compensation and statutory Arizona limits for employer's liability limits of 1,000,000 for each accident/1,000,000 for disease on each employee/1,000,000 policy limit for disease. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

E. Volunteer accident insurance in amount not less than $100,000 payable to volunteers for bodily injury due to their work in the scope and service of your organization while on the premises of the 11665 N Highway 89 building, and not covered by any other available medical insurance. Or element G shown below.

F. Provide a waiver signature form for volunteers to acknowledge they waive any right to recovery from IC or Coconino County for bodily injury including disease, dismemberment or death which may occur as a result of their participation in volunteer activities for IC. Minors must also have parent or adult guardian sign waiver form. Maintain a copy of signed volunteer waivers for at least 10 years from the date of signature for adults and for 10 years from the age of majority for minors. (Recommend no volunteers below age 12).

G. The Independent Contractor will name the County, its agents, officials and employees as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability and pollution liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

VIII. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and City and/or any of

their agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County or City on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Licensee, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or City or their employees.

IX. Independent Contractor's Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County or City.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and employment taxes and for providing all workers' compensation insurance required by law.

B. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County or City of Flagstaff. Independent contractor employees are not eligible for Coconino County or City of Flagstaff group health insurance or other benefits.

C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

X. Immigration and Scrutinized Business

a. Licensee and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S § 23-314(A).

b. A breach of warranty under paragraph (A) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

c. The County and City retain legal rights to inspect the papers of Licensee or any of its subcontractors who work on the contract to ensure that the Licensee or its subcontractor(s) is complying with the warranty provided under paragraph (A) above.

d. Licensee further certifies that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

e. False certifications may result in the termination of this contract.

XI. Certification Pursuant to A.R.S. § 35-393.01

To the extent required by law, pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, "boycott of Israel" shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XII. Non-Appropriation of Funds

Notwithstanding any other provisions in this Agreement, the Agreement may be terminated if the County's or City's governing bodies do not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Agreement. Upon such termination, the County and City shall be released from any obligation to make further payments and shall not be liable for cancellation or termination charges.

XIII. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes app previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except be an instrument in writing, signed by a duly authorized representative of the parties.

XIV. Records

The Independent Contractor will:

a. Submit all reports and invoices specified in this Agreement.

b. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records) for a period of five (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County and City at reasonable times. Upon request the Independent Contractor will produce a legible copy of any or all Records.

XIII. Approval by the County and City

Before this Agreement can become effective and binding upon the County, it must be approved by both the County Board of Supervisors or their authorized delegate; and the Flagstaff City Council or their authorized delegate. In the event the County or the City fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XV. Waiver

The failure of any party at any time to require performance by the other parties of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by any party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XVI. Non-Assignment

This Agreement and License is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement or License is void.

XVII. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S § 38-511.

XVIII. Non-Discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. Notice

Any notice given in connection with this Agreement must be given in writing and delivered by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

XX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XXI. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXII. Controlling Documents

To the extent there exists any conflict between this Agreement, RFP 2018-104 and the Independent Contractor's response, this Agreement shall control over the RFP, and the RFP shall control over the Independent Contractor's responses thereto.

XXIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

XXIV. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date herein-before indicated.

PAW PLACEMENT OF NORTHERN ARIZONA doing business as HIGH COUNTRY HUMANE

By _____
Diane Jarvis
President

ACKNOWLEDGED before me by (Name) as (title) of and for (Independent Contractor) on this 16th day of October, 2018.

_____
Notary Public

OFFICIAL SEAL
TAMI M. SUCHOWIEJKO
NOTARY PUBLIC - STATE OF ARIZONA
COCONINO COUNTY
My commission expires Jan. 30, 2020.

CITY OF FLAGSTAFF

By _____
Coral Evans
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

COCONINO COUNTY

By _____
Art Babbott
Chairman, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:

_____
Deputy County Attorney

This First AMENDMENT (hereinafter this "Amendment") is made this 23rd day of June, 2020,

BETWEEN

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"),

AND

CITY OF FLAGSTAFF, a political subdivision of the State of Arizona, of 211 West Aspen Avenue, Flagstaff, Arizona 86001, (hereinafter the "City"),

AND

PAW PLACEMENT OF NORTHERN ARIZONA doing business as HIGH COUNTRY HUMANE an Arizona Non-Profit 501(C)(3) Organization located at P.O. Box 942, Flagstaff, AZ 86002(hereinafter the "Independent Contractor or IC"),

WHEREAS:

A. The County, City and the Independent Contractor entered into an agreement commencing on the 16th day of October 2018, for the Independent Contractor to provide Animal Sheltering Services per Arizona Revised Statutes § 11-1013(hereinafter the "Agreement"); and

B. The parties have operated pursuant to the Agreement since that date and have identified necessary changes to operations;

THEREFORE, in consideration of their mutual promises in the Agreement, the County, the City and the Independent Contractor agree as follows:

Section I, Services Agreement, is amended to add the following language:

Definitions:

i. Stray Animal – A dog or cat running at large with no identification tag and no known owner brought in by the public, police officer, sheriff deputy, animal control officer or animal management officer.

ii. Unwanted Animal – An abandoned dog or cat brought into a shelter by an individual that is not the principle owner of the animal and cannot keep the animal (i.e. the owner passed away and a relative is unable to care for the pet; a tenant moves out of a rented property and leaves a pet behind.)

iii. Owner Surrender – The owner of a dog or cat wants to relinquish ownership of their animal. NOTE: owner surrenders will be subjected to managed admissions and the owner may be charged a fee by Independent Contractor.

iv. Managed Admissions – Thoughtful process whereby admission of animals into a shelter is scheduled based on the shelter's capacity to provide humane care and assure the best and most appropriate outcome for each animal admitted. Managed admissions apply only to owner surrenders. Fees may be charged by Independent Contractor.

v. Do Not Return to Owner Animal – As referenced in Coconino County Health and Human Services (CCHHS) Animal Management procedures, a Do Not Return to Owner Animal is an animal that an Animal Management Officer has allowed the owner to sign over to (CCHHS) Animal Management in order to permanently remove the animal from the property. The animal will not be returned to the owner/property.

vi. Unincorporated Coconino County Resident – Individuals living outside the City of Flagstaff, City of Page and City of Williams and including tribal lands.

29. City of Flagstaff Police occasionally needs assistance with stray livestock. The Independent Contractor will assist the City of Flagstaff Police with finding transport and or housing the strays. All costs associated with the assistance and service will be paid by the City of Flagstaff Police Department separately. The contractor will handle paying the subcontractor providing the service as needed.

Paragraph 3 of Section 1 is amended as follows:

3. Receiving unwanted and stray dogs and cats from unincorporated Coconino County residents and City of Flagstaff residents at the discretion of the Independent Contractor.

i. Owner surrenders of dogs and cats will be referred directly to Independent Contractor by County and/or City of Flagstaff personnel. Independent Contractor will call owners requesting to surrender their dog or cat and managed admissions will apply. City of Flagstaff Animal Control and County Animal Management will only bring an owner surrender dog or cat to Independent Contractor if owner is unable to transport and Independent Contractor has requested a transport. There may be certain circumstances that warrant a City of Flagstaff Animal Control Officer or County Animal Management Officer to accept an owner surrender that is outside the definition of a "Do not return to owner animal". Independent Contractor will be notified of situation prior to bringing dog or cat to shelter.

ii. The Independent Contractor shall receive:

a. Dogs and cats brought in as strays-by the public (during normal hours of operation, the County Animal Management Officers and the City Animal Control Officers, including police officers, in the performance of their duties 24 hours a day, and place a hold on said animals for at least 72 hours as per A.R.S. § 11-1013;
b. Owner arrest, hospital cases and abandoned animals from County Animal Management Officers and City Animal Control Officers. In such cases, the

definition of animals will be extended to include dogs, cats, pocket pets, birds and reptiles. Information regarding the incarcerated owner or the owner being hospitalized must be entered into the Independent Contractor's database by County and/or City of Flagstaff personnel. Information will include but not limited to address, phone number, date of incarcerated or hospitalization, release date if known, next of kin or a contact person when possible and any special circumstances regarding the care of the animal being housed. Animals brought in due to owner arrest or hospitalization cases will not be charged a redemption fee; however, the independent contractor may charge boarding fees. Hospital cases, arrest cases and abandoned animals will be held for 7 days.

c. Independent Contractor will send a letter to the incarcerated individual at the City of Flagstaff - Coconino County Jail informing them that they have seven days from the time their animal was brought into the shelter to make arrangements to have the animal picked up. If the animal is not picked up by day seven, the animal will become property of the Independent Contractor. Hospitalization cases where animals need to be cared for at the shelter will be handled on a case by case basis. Independent Contractor will have direct contact with hospitalized individuals (or their representative) and determine the length of stay of the animals at the shelter or make arrangements with the owner's family members or friends to pick up and care for the animals, if possible.

Paragraph 26 of Section I is amended as follows:

26. Apply, obtain, and maintain a Shelter Operating License from the Coconino County Animal Management Program and follow the regulations in the Coconino County Keeping of Animals Ordinance 2012-12. License fees will apply and routine inspections for compliance with will be conducted.

Section III, Compensation, is amended to add the following language:

Compensation for FY21 and FY22 shall include a $145,000 per year increase, contingent upon County Board of Supervisors and City Council budget approval for each fiscal year. If approved for those fiscal years, the County portion increase shall be $65,800 ($5,483 per month) and City portion increase paid to the County shall be $79,200 ($6,600 per month); and a one-time payment of $48,322 to be paid in FY 2020. County's portion shall be $21,749 and City portion paid to the County shall be $26,573.

Section XI, Certification Pursuant to A.R.S. § 35-393.01, is amended as follows:

If Independent Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Independent Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Terms and conditions in the Agreement as amended that are unchanged by this Amendment will remain in full force and effect.

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above amended terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date hereinbefore indicated.

PAW PLACEMENT OF NORTHERN AZ
dba: High Country Humane

By _____

Kenneth Lamm
Chair, Board of Directors

ACKNOWLEDGED before me
by (Name) as (title) of and for
(Independent Contractor) on
this 1st day of July, 2020.

_____
Notary Public

DENISE SHARP WEBB
COMMISSION # 556789
NOTARY PUBLIC STATE OF ARIZONA
COCONINO COUNTY
My commission expires Dec. 09, 2022.

COCONINO COUNTY

By _____

Elizabeth C. Archuleta
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:

_____
Deputy County Attorney

CITY OF FLAGSTAFF

By _____
Coral Evans
Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sterling Solomon, City Attorney
Date:	11/10/2022
Meeting Date:	11/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-55: A resolution of the City Council of the City of Flagstaff adopting the City Council Holiday Display Policy for the City of Flagstaff.

STAFF RECOMMENDED ACTION:

1) Consider and Read Resolution No.2022-55 by title only
2) City Clerk reads Resolution No. 2022-55 by title only (if approved above)
3) Consider and adopt Resolution No.2022-55

Executive Summary:

At the November 1, 2022 regular Council Meeting, City Council discussed options and gave direction for staff to present a City Council holiday display policy in the form of a resolution for consideration and possible adoption at the November 15, 2022 regular meeting. Included with this staff summary is a draft resolution with the draft policy attached. If adopted this resolution will create a policy upon which City Council can give direction to City Management to display decorations (both secular and non-secular) in the plaza area at City Hall and other City facilities to celebrate diversity, harmony, peace, light, inclusivity, and love during the general holiday season.

Financial Impact:

None

Policy Impact:

Creates a policy to guide City Council in its direction to staff with respect to the display of decorations during the holiday season, both secular and non-secular in nature.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

None

Has There Been Previous Council Decision on This:

None

Attachments: Res. 2022-55
City Council Holiday Display Policy

RESOLUTION NO. 2022-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF ADOPTING THE *CITY COUNCIL HOLIDAY DISPLAY POLICY* FOR THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, City Council desires to adopt a policy for City Council to express and celebrate seasons of unity through the display of decorations to encourage a welcoming and festive atmosphere of inclusion, unity, light, diversity, love, and peace; and

WHEREAS, on November 1, 2022, the City Council directed staff to present a resolution for possible adoption to create a policy for City Council displays during general holiday seasons that express unity, inclusion, light, diversity, love, and peace; and

WHEREAS, City Council's purpose in this policy is to make an honest endeavor to achieve inclusivity and nondiscrimination; and

WHEREAS, an additional purpose of City Council's is to provide an opportunity to honor the diversity of American culture, including recognition and accommodation of a broad range of decorations (both secular and non-secular in nature), to celebrate the general holiday season with harmony, inclusivity, light, diversity, love, and peace; and

WHEREAS, City Council desires this policy to apply on and around the concrete area of the plaza where the flagpoles stand at City Hall located at the northwest corner of Route 66 and North Humphreys Street and other City facilities; and

WHEREAS, City Council is not promoting, endorsing, or encouraging the establishment of, or the practice of, any religion through this policy; and

WHEREAS, it is the best interest of the City Council to encourage diversity, inclusivity, harmony, and peace for the betterment of all.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The *City Council Holiday Display Policy* to create a festive atmosphere of inclusion, unity, light, diversity, love and peace, attached hereto as Exhibit A, is hereby adopted.

SECTION 2. The City Manager and City Clerk are authorized and directed to edit and correct typographical and grammatical errors of wording and punctuation.

SECTION 3. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of November, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Exhibit A -

Exhibit A

CITY OF FLAGSTAFF, ARIZONA

The City Council Holiday Display Policy

THE CITY COUNCIL HOLIDAY DISPLAY POLICY TO CREATE A FESTIVE ATMOSPHERE OF INCLUSION, UNITY, LIGHT, DIVERSITY, LOVE, AND PEACE WITH BOTH SECULAR AND NON-SECULAR DECORATIONS

PURPOSE

The purpose of this policy it to provide City Council an opportunity to display decorations, both secular and non-secular in nature, to create a festive atmosphere of inclusion, unity, light, diversity, love and peace; and provide guidance for such displays on the plaza area at City Hall and City facilities.

POLICY

I. Standards

The City Council hereby creates a policy for the City Council to express and celebrate through both secular and non-secular decorations during the general holiday seasons when daylight is most limited in the northern hemisphere, for the purpose of creating an overall welcoming and festive atmosphere of inclusion, unity, light, diversity, love and peace. This policy is an honest endeavor by the Flagstaff City Council to achieve inclusivity and nondiscrimination. The purpose of this policy is to celebrate the broad and diverse histories of American culture and varying faiths and non-faiths through an inclusive policy to celebrate through decorations related to the general holiday seasons which engender feelings of love, harmony respect and caring for others. Furthermore, it is hereby the policy of City Council to provide this and future City Councils with the opportunity to honor the above-mentioned diversity of American culture through recognition and accommodation of a broad range of decorations (both secular and non-secular in nature) to celebrate the general holiday season with harmony, inclusivity, light, diversity, love, and peace. City Council is not promoting, endorsing, or encouraging the establishment of, or the practice of, any religion or non-religion through this policy. The primary purpose of this policy is the celebration of harmony and belonging through a festive atmosphere as such are in the best interest of City Council to encourage diversity, inclusivity, harmony, and peace.

II. Procedures and Displays

A. The City Council will direct City Management to display decorations, both secular and non-secular in nature, to create a festive atmosphere of inclusivity, respect, unity, light, diversity, love, and peace.

1. Decorations are to be displayed on and around the concrete area of the plaza where the flagpoles stand at City Hall located at the northwest corner of Route 66 and North Humphreys Street and other City facilities as City Council directs.

2. This display policy does not apply to displays on the plaza area at City Hall approved through the special event permit process.

3. The City will not display decorations either secular or non-secular in nature on a request from a third party.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Amy Hagin, Assistant Parks and Recreation Director
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE

Thorpe Park Annex Updated Concept

STAFF RECOMMENDED ACTION:

On October 25, 2022, a robust conversation was held with City Council providing detailed direction and feedback bringing forward this updated concept of Thorpe Park Annex for future approval.

EXECUTIVE SUMMARY:

In summary, City Council provided direction for the Indigenous Community Cultural Center (ICCC) to be the centerpiece of the property with ample natural areas around the ICCC for meditation, teaching, gathering, learning, contemplation, and space for plant and animal relatives including native plantings, garden areas, and an orchard.

The specific recommendations include:

- Create a larger area for restoration, open spaces, indigenous gardens, native plantings, a larger orchard around the ICCC, and enhanced ceremonial space
- An incorporation of interpretive trail system with connection to the ICCC
- Relocating pickleball courts to not be within the boundaries of Thorpe Park Annex but rather in another location within the regional Thorpe Park
- Make adjustments to parking based on centerpiece around the ICCC
- Keep City employee housing with direction and discussion on next steps to continue

INFORMATION:

The updated concept will be provided with the November 15, 2022 final agenda packet.

Attachments: Thorpe Final Concept Plan

THORPE PARK ANNEX

FINAL CONCEPT

POTENTIAL FUTS ALIGNMENT

RELOCATION OF THORPE BARK PARK

45 PARKING STALLS

OUTDOOR FLEX SPACE

MARKET WALKWAY

INDIGENOUS COMMUNITY CULTURAL CENTER

TRADITIONAL CEREMONIAL SPACE

INDOOR BASKETBALL HALF COURTS

OFFICE OF SUSTAINABILITY

ETHNO-BOTANICAL & POLLINATOR GARDENS

COMMUNITY GARDEN

CH

8 PARKING STALLS

CITY EMPLOYEE HOUSING

SKATE PARK & PUMP TRACK

0 40 80 120 feet

1" = 40'

NORTH

LEGEND:

- Native Pollinator Gardens
- Native Revegetation Gardens
- Orchard
- 15' Path
- 10' Path
- 5' Path
- Gathering Space
- Bench/Table
- Interpretive Signage

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE

Discussion regarding adult use marijuana retail sales.

STAFF RECOMMENDED ACTION:

Receive direction from Council regarding whether to allow adult use only marijuana retail sales to operate in Flagstaff.

EXECUTIVE SUMMARY:

The “Smart and Safe Arizona Act” (the “Act”), certified as Proposition 207, was passed by Arizona voters at the November 3, 2020, general election and became effective on December 1, 2020. The Act declared that “the responsible adult use of marijuana should be legal for persons twenty-one years of age or older, subject to state regulation, taxation, and local ordinance.”

The Act decriminalizes the use and possession of up to one ounce of recreational marijuana by a person who is at least twenty-one years of age. Individuals who are at least twenty-one years of age can also legally grow and possess up to six marijuana plants, but no more than twelve plants can be grown at a single residence and cultivation must take place in an enclosed, secure area not visible from public view.

In June 2021, the Flagstaff City Council adopted Ordinance 2021-13, which enacted certain regulations regarding the use and sale of recreational marijuana in Flagstaff. The Ordinance included:

- Marijuana-related land use application requirements to remove redundancy with the provisions that are regulated and verified by the State of Arizona
- Marijuana-related definitions and incorporated new definitions that are consistent with the Arizona Revised Statutes;
- Medical marijuana dispensary definition to be inclusive of the medical and a dual (medical and recreational) state certified location that is authorized to sell marijuana and marijuana products to consumers and have accessory uses (cultivation, manufacturing, processing, packaging, or storage of marijuana products); and,
- Commercial and industrial land use tables with revised names and added the new land use of Marijuana Testing Facility.

INFORMATION:

Staff attended the Arizona Planning Association Conference in late August where a session was provided on adult use marijuana operations in Arizona. The following information was obtained from that session which included a representative from the Arizona Department of Health, and planning staff from Tucson and Gilbert.

There was a total of 130 existing medical marijuana dispensaries in Arizona when the Smart and Safe Act (Proposition 207) passed in November 2020 legalizing marijuana for adult personal use. After the adoption of this proposition, the existing 130 medical marijuana dispensaries were allowed to become dual licensed facilities by adding adult use retail sales. The total number of dual use marijuana establishments is adjusted dependent upon the number of pharmacies in the State. It has been several years since the license numbers have been adjusted based on the number of pharmacies, so there is the potential for there to be additional dual use licenses when those numbers are recalculated in the future.

The Smart & Safe Act included provisions for 13 adult use licenses (recreational only) in rural Counties in Arizona. These licenses were awarded in April 2021. Of these 13 licenses approximately 6 retail facilities have opened. There are still 7 licenses that have not yet opened a location. These licensees have until October 2022 to open a location. The Arizona Department of Health was unsure at the time if they will consider extensions for those licenses. This information is relevant to the discussion in Flagstaff due to the possible location of marijuana retail establishments just outside city limits if Coconino County permits. Coconino County did not update their zoning code after the adoption of the Smart and Safe Act.

The Smart & Safe Act also included provisions for 26 adult use licenses (recreational only) for social equity applicants. These licenses were awarded in April 2022 and the licensees have until October 2023 to open locations. To date none of these license holders have opened an establishment in Arizona. The Smart & Safe Act allows municipalities to prohibit adult use retail establishments. If a municipality chooses to allow adult use retail establishments (recreational only), a municipality must treat all retail establishments the same including dual licensed and medical only dispensaries. Several municipalities in Arizona also did not update their zoning codes after the adoption of the Smart and Safe Act.

Gilbert has one existing dispensary which is a dual licensed establishment and chose not to allow recreational only retail sales. The planner from Gilbert commented that several Marijuana Establishments have already located at the city limits of Gilbert and Mesa (within Mesa), and they do not anticipate additional sales establishments pursuing Gilbert. The only complaints that have been received on their one existing establishment is the lack of parking.

Tucson is working on text amendments to their Uniform Development Code currently to allow adult use recreational sales establishments. The Tucson City Council directed early this year in a work session to require a Mayor & Council Special Exception land use procedure, which requires a neighborhood meeting, Zoning Examiner Public Hearing, and Mayor & Council review. Pima County has already adopted similar provisions. This process is similar to the City of Flagstaff Conditional Use Permit process which requires a neighborhood meeting, a public hearing before the Planning & Zoning Commission, and City Council review if elected. Staff from Tucson mentioned that the city has already reduced separation distances for marijuana establishments as the separations required had unintended consequences.

Staff recently participated in a tour of the Noble Herb marijuana establishment in Flagstaff which allowed staff to view the back of house practices of the retail business as well as manufacturing and production of products. Not all retail establishments include the same level of manufacturing and production of products such as Noble Herb. This introduces a new level of complexity into the conversation about retail facilities and their potential ancillary uses.

Staff is requesting direction on the following:

- Should the proposed zoning code text amendment to allow adult use only marijuana retail

establishments be delayed until such time that more cities have adopted similar provisions?
- Should staff include provisions to require a conditional use permit for all marijuana retail establishments?

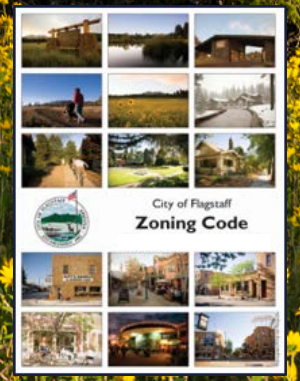
Attachments: Presentation

Adult Use Marijuana Retail Sales

City Council Work Session

Tiffany Antol, AICP
Zoning Code Manager

TEAM FLAGSTAFF
WE MAKE THE CITY BETTER



Adult Use Marijuana Retail Sales

Smart and Safe Arizona Act – Proposition 207

- **The Act decriminalizes the use and passion of up to one ounce of recreational marijuana by a person who is at least 21 years of age.**
- **In June 2021, the Flagstaff City Council adopted Ordinance 2021-13, which enacted regulations for the sale of recreational marijuana including:**
  - **Modified the Medical Marijuana Dispensary definition to be inclusive of the medical and a dual (medical and recreational) state certified location that is authorized to sell marijuana and marijuana products to consumers and have accessory uses (cultivation, manufacturing, processing, packaging, or storage of marijuana products).**

Adult Use Marijuana Retail Sales

Background

- Prior to the Smart and Safe Act there was a total of 130 existing medical marijuana dispensaries in Arizona.
- After the adoption, the existing 130 medical marijuana dispensaries were allowed to become dual licensed facilities by adding adult use retail sales.
- The total number of medical dispensaries (which can be dual licensed facilities) is dependent upon the number of pharmacies in the State. It has been several years since the license numbers have been adjusted, so there is a potential for additional licenses in the future.

Adult Use Marijuana Retail Sales

Smart and Safe Provisions

- 13 adult use licenses (recreational only) in rural counties. These licenses were awarded in April 2021. Of these 13 licenses approximately 6 retail facilities have opened. The remaining licenses were set to expire October 2022.
- 26 adult use licenses for social equity applicants. These licenses were awarded in April 2022 and are set to expire in October 2023. To date none of these licenses have opened a retail facility.
- The Act allows municipalities to prohibit adult use retail facilities. If a municipality chooses to allow adult use retail sales, a municipality must treat all retail facilities the same. Several municipalities have not updated their zoning code requirements in response to the Smart and Safe Act.

Adult Use Marijuana Retail Sales

Gilbert, AZ

- Had one existing dispensary prior to the Smart and Safe Act which became a dual facility.
- Both Chandler and Mesa have several dispensaries near the city limits of Gilbert.
- The City opted not to allow recreational only sales.
- The only complaint in regard to the existing dispensary was in relation to parking.

Adult Use Marijuana Retail Sales

Tucson, AZ

- Working on text amendments to allow adult use recreational sales establishments with a Mayor & Council Special Exception land use procedure, which requires a neighborhood meeting, Zoning Examiner Public Hearing, and Mayor & Council review (similar to our Conditional Use Permit). Pima County has already adopted similar provisions.
- Tucson has already reduced separation requirements because of unintended consequences.

Adult Use Marijuana Retail Sales

Noble Herb Tour

- Staff recently participated in a tour of a local dual licensed facility.
- Not all retail establishments include the same level of manufacturing and production of products such as Noble Herb.
- The manufacturing portion of the retail sales adds additional complexity to this issue.

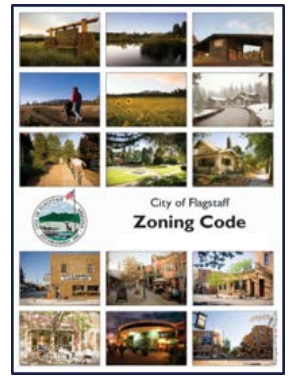
Adult Use Marijuana Retail Sales

Staff Direction

- **Should the proposed zoning code text amendment to allow adult use only marijuana retail establishments be delayed until more cities have adopted similar provisions?**
- **Should the request for the text amendment come from the industry representatives directly?**
- **Should staff rewrite the proposed text amendment to include provisions to require a conditional use permit for all marijuana retail establishments?**

Marijuana Operations

Questions, Comments, and Suggestions



CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	11/07/2022
Meeting Date:	11/15/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A Citizens' Petition to adopt Option 2 of the proposed culvert improvements at HWY 180 and Schultz Creek to complement the Schultz Creek detention basin and provide relief to flood-beleaguered and vulnerable neighborhoods and use available funds and strive for completion before the 2023 monsoon season to protect people and property

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

In accordance with Art. II, Sect. 17 of the Flagstaff City Charter, any citizen may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City...who shall present it to the Council at its next regular meeting. The attached petition was filed with the City Clerk's Office on October 24, 2022, requesting that the City Council adopt Option 2 of the proposed culvert improvements at HWY 180 and Schultz Creek to complement the Schultz Creek detention basin and provide relief to flood-beleaguered and vulnerable neighborhoods and use available funds and strive for completion before the 2023 monsoon season to protect people and property.

INFORMATION:

Chapter 1-12 of the Flagstaff City Code formalizes the information to be required, and the attached petition conforms to those requirements. As outlined in this chapter, the petition is to be submitted to the Council under Future Agenda Item Request (F.A.I.R.) to determine if there is Council interest in placing the item on a future agenda for consideration.

Attachments: Petition #2022-06

Petition #2022-06

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Pipeline West Culvert Improvements at Schultz Creek & HWY 180

Action Requested: We residents of the Pipeline West Flood area urge the COF to adopt Option 2 of the proposed culvert improvements at HWY 180 and Schultz Ck. This will complement the Schultz Creek detention basin and provide relief to flood-beleaguered and vulnerable neighborhoods in west Flagstaff. We urge COF to use available funds and strive for completion before the 2023 monsoon season to protect people and property.

Printed Name of Submitter: P. Kyle House

(Submitter must also sign below and complete information)

Contact Information: 928-221-7778 / kyle.house@hey.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10·23·22	Hailey Hennessy	2515 N Ft. Valley 8	Hailey Hennessy
10/23/22	Jaime Tatro	2515 N Ft. Valley Rd. #12	
10/23/22	Ryan Marquart	2515 N. Ft Valley Apt 11	
10/23/22	Sistler Crockett	2515 N. Ft Valley 9th 14	Sistler Crockett
10/23/22	Carolyn Cain	2220 N. Crescent	Carolyn Cain
10/23/22	Karen Applequist	2215 N. Crescent Dr.	Karen Applequist
10/23/22	JOHN SOTH	2150 N. CRESCENT DR	
10/23/22	Lindsay Eagler	2145 N. Crescent Dr.	
10/23/22	NANCY THOMAS	2140 N. Crescent	
10/23/22	Caroline Hughes	2120 N. Crescent	Caroline M. Hughes

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE
10/24/22	Stacy Saltzburg, City Clerk	11/15/22

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Pipeline West Culvert Improvements at **PAGE** 2 **OF** 13

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	William D Dooley	2110 N Crescent Dr	William D. Dooley
10/23/22	Terri Craig	2035 N. Crescent Dr	Terri Craig
10/23/22	Kaitlyn ford	2029 N Crescent Dr	
10/23/22	LEONARD ROSEMAN	2030 N. CRESCENT DR.	
10/23/23	JEFF WELCH	2021 N. CRESCENT DR	
10/23/23	Jenny Burdick	2024 N. Crescent Dr	J FMP
10/23/22	Joleen Burdick	2024 N. Crescent Dr	Joleen Burdick
10/23/22	DARCY FALK	2018 N. CRESCENT	
10/23/22	Michael Falk	2018 N. Crescent Dr	
10/23/22	ROGER SMITH	2015 N. CRESCENT	
10/23/22	Julie Gidley	2009 N Crescent	Julie Gidley
10/23/22	William Good	1968 N CRESCENT	
10/23/22	Thomas Holden	1962 N Crescent	
10/23/22	Alvin Begay	5302 S Litzler Dr	
10/23/22	SALLY TYRRELL	1955 METEOR DR	Sally Tyrrell
10/23/22	Brighton Bucher	51 S Maricopa St	
10/23/22	Olivia McElwain	8625 W. Suzette LN	
10-23-22	Charles Beadles	1113 W. Azure	
10-23-22	Douglas Miyatake	1111 W Azure Dr	
10/23/22	JON C. DYER	1110 W. AZURE DR	
10/23/22	Sharon K. Dyer	1110 W. AZURE DR.	Sharon K. Dyer
10/23/22	Steve Weishapl	1120 W Azure Dr	
10/23/22	Laura Shearin	1120 W AZURE DR	

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Pipeline West Culvert Improvements at Schultz Creek & HWY 180

Action Requested: We residents of the Pipeline West Flood area urge the COF to adopt Option 2 of the proposed culvert improvements at HWY 180 and Schultz Ck. This will complement the Schultz Creek detention basin and provide relief to flood-beleaguered and vulnerable neighborhoods in west Flagstaff. We urge COF to use available funds and strive for completion before the 2023 monsoon season to protect people and property.

Printed Name of Submitter: P. Kyle House
(Submitter must also sign below and complete information)

Contact Information: 928-221-7778 / kyle.house@hey.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	Matthew Gidley	2009 N Crescent dr	
10/23/22	Crystal Gee	1314 N Aztec St.	
10/23/22	Nolan Gee	1314 N Aztec St.	
10/23/22	Margot Steffensen	422 W. Apache Rd	
10/23/22	Parke Steffensen	422 W. Apache Rd	
10/23/22	John Paul Running	516 W. Aspen	
10/23/22	MELVIN TUCKER	118 E. TERRACE	
10/23/22	Beth Tucker	118 E. TERRACE	
10/23/22	M. Carol Curtis	950 N. Turquoise Dr.	
10/23/22	SIDNEY BUCKMAN	950 N TURQUOISE DR	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Pipeline West Culvert Improvements at Schultz Creek & HWY 180 **PAGE** 4 **OF** 13

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/24/22	Samuel M Date	2302 N Lantern Ln	Samuel M Date
10/24/22	Megan Date	2302 N Lantern Ln	Megan Date

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

Pursuant to the Flagstaff City Charter and the City Code, any citizen (resident) of the City may present a written petition to the City Manager, signed by a minimum of 25 citizens from the City of Flagstaff, which shall be presented to the City Council.

Title of Issue: Pipeline West Culvert Improvements at Schultz Creek & HWY 180

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Printed Name of Submitter: P. Kyle House

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(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	Stephen Puhr	1640 W. Stevanna WAY	Stephen Puhr
10/23/22	Katy Abrams	1640 W. Stevanna Way	Katy L. Abrams
10/23/22	Jared Stern	1640 W. Stevanna Way	
10/23/22	Mary Delduca	1701 W. Stevanna Way	MDelduca
10/23/22	Jeff Wheless	1701 W Stevanna Way	
10/23/22	DEBORAH TUCK	1760 W. " "	Deborah E Tuck
10/23/22	Kyle House	1680 W. Stevanna	P. Kyle Hou
10/23/22	Carrie House	1680 W. Stevanna Way	
10/23/22	Tessa House	1680 W Stevanna Way	
10/23/22	Jennifer Kottra	1820 W. Stevanna Way	Jennifer Kottra

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: _____ **PAGE** 6 **OF** 13

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/2022	IRVING CALLAHAN	1820 W STEVANNA WAY	
10/23/2022	Adele Thompson	1800 W. Stevanna Way	
10/23/22	GW LOCKWOOD	1779 W STEVANNA	
10/23/23	SUSAN LOCKWOOD	1779 W Stevanna Way	
10/23/22	Randal Thompson	1800 W. Stevanna	
10/23/22	Kelly Sahl	1740 W. Stevanna Dr	
10/23/22	JASON SAHL	1740 W. Stevanna Way	
10/23/22	Carole Gaylord	1759 W. Stevanna Way	
10/23/22	Noel Roth	1720 W. Stevanna Dr	
10/23/22	David Roth	1720 W. Stevan Dr	
10/23/22	Sherman N. Stephens	1739 W. Stevanna Way	
10/23/22	Martha R. Taylor	1739 W. Stevanna Way	
10/23/22	Kristal Markham	1719 W. Stevanna Way	
10/23/22	Zach Markham	1719 W. Stevanna Way	
10/23/22	Amanda Matje	1679 W. Stevanna Way	
10/23/22	Brandon Matje	1679 W. Stevanna Way	
10/23/22	RAYMA LEE	1659 W. STEVANNA Way	
10/23/22	David A. Lee	1659 W. Stevanna Way	
10/23/22	Robert Bracamonte	1619 W Stevanna Way	
10/23/2022	Peggy Bracamonte	1619 W. Stevanna Way	
10/23/2022	Guthrie Weishapl	1120 W. Azure Dr	
10-23-22	Nancy Burris	1231 W. Saturn	
10/23/22	LYNN HARRIS	1236 W. Saturn	

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
and Flagstaff City Code Title I Chapter 12

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Printed Name of Submitter: P. Kyle House
(Submitter must also sign below and complete information)

Contact Information: 928-221-7778 / kyle.house@hey.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	Nikol A Riner-Harris	1236 W Saturn Way	
10/23/22	STEVE GETHICKE	1230 W SATURN WAY	
10/23/22	Dan Boone	1223 West Saturn Way	
10/23/22	Barbara Ann Higgins	1223 W Saturn Way	
10/23/22	FRANK MCCORMACK	1660 W. STEVANNA WAY	
10/23/22	Anne Phillips	2541 W Lynette Dr.	
10/23/22	CONNOR PHILLIPS	2541 W LYNETTE DR.	
10.23.22	KEN PHILLIPS	2541 W LYNETTE DR	
10-23-22	Helen Schulz	2561 W Lynette Dr	
10-23-22	Diane Hoffman	2256 N. Fremont Blvd	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL

Pursuant to Flagstaff City Charter Article II Section 17
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Printed Name of Submitter: P. Kyle House

(Submitter must also sign below and complete information)

Contact Information: 928-221-7778 / kyle.house@hey.com

(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	BENJAMIN WITHEY	2312 N TALKINGTON DR FLAGSTAFF, AZ 86001	
10.23.22	Ryian Brydenthal	2304 N. Talkington Flagstaff AZ 86001	
10-23-22	Andrew Zamora	2226 N Talkington FlagStaff AZ 86001	
10:23:22	Nina Bryan	2226 N Talkington FlagStaff, AZ 86001	
10-23-22	Amy Kathryn Kizak	2226 N. Talkington Flagstaff, AZ 86001	
10-23-22	Rick Kozak	2226 N. Talkington Dr. Flagstaff, AZ 86001	
10-23-22	Todd Van Hoesen	2208 N. Talkington DR Flagstaff, AZ 86001	
10-23-22	MARYANN HUNTER	2144 N TALKINGTON DR FLAGSTAFF, AZ 86001	
10-23-22	GLEN A. HUNTER	2144 N TALKINGTON DR FLAGSTAFF, AZ 86001	
10-23-22	Michael Thompson	2132 N. Talkington Dr	

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Pipeline West Culvert Improvement At Schultz Creek & Hwy 180 **PAGE** 9 **OF** 13

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	Dustie Ruiz	1906 N. Lynn Dr.	
10-23-22	Sharon Richards	803 W Meade Ln.	Sharon Richards
10-23-22	Timothy Kendall	1522 N. Kutch Dr	
10/23/22	ANDREW WALLACE	609 W. MEADE	
10/23/22	ROBERT WALLACE	111 E. OAK AVE #7	Rob Wallace
10/23/22	Anne Slobodnikoff	1901 N Lynn Dr	
10/23/22			
10/22/22	GAIL REED	825 MEADE	
10/22/22	Susan Gillick	809 W. Meade LN	
10/23/22	Duane Marshall	1903 N Talkington Dr	
10/23/22	ROBERT PEMSON	833 W MEADE LN	
10/23/22	Laura Kessler	833 W. Meade Ln.	
10/23/22	Frank Edelstein	908 W. Meade	
10/23/22	Heather Edelstein	908 W. Meade	
10/23/22	Devin Gillick	917 W Meade	
10/23/22	Todd G. Moore	1111 W. Meade	
10/23/22	Kevin Walls	1118 W Meade Lane	

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PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: PIPELINE WEST CULVERT IMPROVEMENTS AT SWITCH CREEK (E HWY 66) PAGE 10 OF 13

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	JEFF DUNCAN	1202 W. DAVIS WAY FLG. AZ 86001	
10/23/22	Heather Duncan	1202 W DAVIS WAY FLAGT, AZ 86001	
10/23/22	LIN DUNCAN	1202 W DAVIS WAY FLAGSTAFF AZ 86001	
10/23/22	Kathleen Stauffer Bliss	1203 W Davis Way Flagstaff AZ 86001	
10/23/2022	John Bliss	1203 W Davis Flagstaff	
10.23.22	Mary Hilovitsch	1106 W Thelma Way Flagstaff, AZ 86001	
10-23-22	Maria E Hernandez	1103 W. Thelma way Flagstaff, AZ 86001	
10-23-22	Ruben Hernandez	1103 W. Thelma way Flagstaff, AZ 86001	
10-23-22	Tyler [illegible]	1105 W. Dearmley	
10-23-22	Marc Cole	2021 N Talkington Dr Flagstaff AZ 86001	
10-23-22	RICHARD PARKER	2035 N. TALKINGTON DR FLAGSTAFF 86001	
10-23-22	Lee Jane Parker	2035 N. Talkington Dr Flagstaff AZ	
10-23-22	L.H. Harley	2017 N. Talkington Dr	
10-23-22	Julie Stone	2009 N. Talkington Dr.	
10-23-22	Tom Stone	2009 N. Talkington Dr.	
10-23-22	Nelson LACEY	2003 N. Talkington Dr	
10-23-22	Amy Peterson Mills	1923 N. Lynn Dr.	
10/23/22	STACI TUDOR	1911 N Elizabeth	
10/23/22	Shirley Wunsch	1935 N Lynn Dr	
10/23/22	Joe Inhama	1928 N Lynn Dr	
10/23/22	Andy PATTERSON	1916 N Lynn Dr	
10/23/22	Engracia PATTERSON	1916 N Lynn Dr	
10-23-22	Mario Ruiz	1906 N. Lynn Dr	

PETITION TO FLAGSTAFF CITY COUNCIL

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Action Requested: We residents of the Pipeline West Flood area urge the COF to adopt Option 2 of the proposed culvert improvements at HWY 180 and Schultz Ck. This will complement the Schultz Creek detention basin and provide relief to flood-beleaguered and vulnerable neighborhoods in west Flagstaff. We urge COF to use available funds and strive for completion before the 2023 monsoon season to protect people and property.

Printed Name of Submitter: P. Kyle House
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Contact Information: 928-221-7778 / kyle.house@hey.com
(Phone Number and/or e-mail address)

PETITION SIGNATURES

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	James Gibson	2100 N. Fremont Blvd Flagstaff, AZ 86001	
10/23/22	Sara Gibson	2160 N. Fremont Blvd Flagstaff, AZ 86001	
10/23/22	DAVID DOBRICK	2108 N. Fremont Blvd Flagstaff AZ 86001	
10/23/22	Teresa Bertsch	2108 N. Fremont Blvd Flagstaff, AZ 8600	Teresa Bertsch

RECEIVED BY CITY OF FLAGSTAFF		
DATE RECEIVED	BY	COUNCIL MEETING DATE

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Pipeline West Culvert Improvements at Schultz Creek & HWY 180 **PAGE** 12 **OF** 13

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	MARTOS HOFFMAN	2256 N. FREMONT BLVD. FLAGSTAFF, AZ 86001	
10.24.22	MARGARET MONTFORT	327 E DAVID DR FLAGSTAFF, AZ 86001	Margaret Montfort
10/24/22	Rebecca Kempf	1620 W. Stevanna Wy Flagstaff, AZ 86001	
10/24/22	Chase Kempf	1620 W. Stevanna Wy Flagstaff, AZ 86001	

PETITION TO FLAGSTAFF CITY COUNCIL (Continued)

TITLE OF ISSUE: Pipeline West Culvert Improvements at Schultz Creek + Hwy 180 **PAGE** 13 **OF** 13

DATE SIGNED	PRINTED NAME	RESIDENCE ADDRESS	SIGNATURE
10/23/22	Marissa H Moezzi	412 E Moonrise VIY	Marissa H Moezzi
10/23/22	DANIS MOEZZI	412 E Moonrise Valley	
10/23/22	MIKE TAYLOR	825 FLAT ROCK RIDGE	Michael L. Taylor
10/23/22	CONNIE TAYLOR	825 FLAT ROCK RIDGE	Connie Taylor
10/23/22	SHAWN GREEN	911 E Flat Rock Rds	
10/23/22	Suzanne Green	911 E Flat Rock Rdg.	
10/23/22	Joni Gibson	571 E Hattie Green	
10.23.22	karin mougin	839 E Hattie Green	

02/2016