



## AMENDED AGENDA

### Regular and Possible Executive Session Queen Creek Town Council

Community Chambers, 20727 E. Civic Parkway

April 4, 2018

5:30 PM

*Public Hearings will not be held prior to 7:00 p.m.*

*Pursuant to ARS 38-431.02, notice is hereby given to the members of the Town Council and to the general public that, at this Regular Meeting, the Town Council may vote to go into Executive Session, which will not be open to the public, for legal advice and discussion with the Town Attorney(s) for legal advice on any item listed on the following agenda, pursuant to ARS 38-431-03(A)(3). An Executive Session may be called at any time during the Council Meeting.*

1. **Call to Order:**
2. **Roll Call:** (one or more members of the Council may participate by telephone)
3. **Pledge of Allegiance:**
4. **Invocation/Moment of Silence:**
5. **Motion to Adjourn into Executive Session (to be held in the Ironwood Conference Room in the Community Chambers Building) for the following purposes:**
  - A. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives to consider the Town's position and instruct its representatives regarding possible intergovernmental agreements with the City of Mesa relating to north-south traffic solutions. A.R.S. 38-431.03(A)(3) & (4)
  - B. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives regarding the Arizona Corporation Commission actions related to Johnson Utilities. A.R.S. 38-431.03(A)(3) & (4)
  - C. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives to consider the Town's position and instruct its representatives regarding possible intergovernmental agreements with Maricopa County and Pinal County for library services to Pinal County residents. A.R.S. 38-431.03(A)(3) & (4)
  - D. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives to consider the Town's position and instruct its representatives regarding acquisition of real property related to Mansel Carter Oasis Park. A.R.S. 38-431.03(A)(4) & (7)

## Queen Creek Town Council

April 4, 2018

Page 2

- E. Discussion and consultation with the Town's attorney for legal advice and with the Town's representatives regarding a possible purchase agreement with Union Pacific Railroad (UPRR) and environmental study results. A.R.S. 38-431.03(A)(4) & (7)
- F. Discussion and consultation with the Town's attorney and with the Town's representatives regarding annexations and providing utility services. A.R.S. 38-431.03(A)(3) & (4)
- G. Discussion and consideration of the Town Manager assignments. A.R.S. 38-431.03(A)(1)
- H. Discussion and consultation with the Town's attorney for legal advice and with the Town's attorneys to consider the Town's position and instruct its attorneys regarding pending lawsuit - VIP Homes vs. Town of Queen Creek. A.R.S. 38-431.03(A)(3) & (4)

**6. Consent Agenda:** Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote. Members of the Council and or staff may comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration. (Items that the Council wishes to discuss may be considered under #11).

- A. Consideration and Possible Approval of Expenditures Over \$25,000. (FY 18 Budgeted Item)
  - 1. Econolite - traffic control cabinet: \$61,837 (Public Works)
  - 2. CCS Inc.- HPEC audio system repairs: \$70,000 (Economic Development)
  - 3. CliftonLarsonAllen - audit services: \$44,250 (Finance)
  - 4. Vertech - well equipment: \$87,400 (Utilities)
- B. Consideration and possible approval of the second amendment to an intergovernmental agreement with the Maricopa County Library District in the amount of \$19,577 for library services for Town residents outside of Maricopa County and necessary budget adjustments.
- C. Consideration and possible approval of the purchase of variable message signs from Auto Safety House through a State of Arizona cooperative contract (ADSP017-170070) in an amount not to exceed \$227,392 and the necessary budget adjustments.
- D. Consideration and possible approval of Work Order #15 with AJP Electric, Inc., in an amount not to exceed \$48,840 for construction of new traffic signals at the intersection of Queen Creek and Signal Butte Roads (CIP project A1002) including necessary budget adjustments.
- E. Consideration and possible approval of a Construction Services Contract with DCS Contracting, in an amount not to exceed \$11,204,706 for the construction of the Riggs Road Improvement between Crismon Road and Meridian Road, (CIP A0510, WA156, WW060) and the necessary budget adjustments.
- F. Consideration and possible approval of an Intergovernmental Agreement with City of Mesa for the construction of a natural gas line along Riggs Road between Rittenhouse Road and Meridian Road with no monetary contribution from the Town Queen Creek.
- G. Consideration and possible approval of a power distribution easement to be granted to Salt River Project at Riggs Road and Crismon Road for the Riggs Road from Ellsworth to Meridian Project (A0510).

## Queen Creek Town Council

April 4, 2018

Page 3

- H. Consideration and possible approval of Resolution 1214-18 designating the election date(s), purpose of election, deadline for voter registration and designating the last date for candidates to file required nomination papers for the August 28, 2018 Primary and November 6, 2018 General Elections.
- I. Consideration and possible approval of the appointment of Beth Riley to the Pinal Regional Transportation Authority Citizen Transportation Advisory Committee.
- J. Consideration and possible approval to authorize the Town Manager and Town Attorney to file a Motion to Intervene with the Arizona Corporation Commission on behalf of the Town of Queen Creek in regard to Case Number WS-02987A-18-0050.

**7. Items for Discussion:** These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Depending on time remaining, the Council may carryover any discussion agenda item to #15.

- A. Discussion on the FY 18/19 Budget relating to the primary property tax for public safety.
- B. Discussion on construction of a right turn lane on northbound Rittenhouse Road to eastbound Ocotillo Road.

**8. Ceremonial Matters (Presentations, Proclamations, Awards, Guest Introductions and Announcements):**

- A. Presentation of the Solid Waste Association of North America (SWANA), Arizona Chapter's Municipality of the Year Award to the Town of Queen Creek, Environmental and Outreach staff in recognition of the "Do More Blue/Shut Your Lid" diversion and outreach campaign.

**9. Public Comments:** Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a "Request to Speak Card", located on the table at the rear of the Community Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. The Town Council may not discuss or take action on any issue raised during public comment until a later meeting. There is a time limit of three (3) minutes for each speaker.

**10. Committee Reports:**

- A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.
- B. Committee and outside agency reports (only as scheduled)
  - A. Economic Development Commission - March 28, 2018

**11. Carryover Consent Agenda Items:** Any Consent Agenda item that was pulled for a separate discussion and vote will be heard at this time.

**Queen Creek Town Council**

**April 4, 2018**

**Page 4**

**12. Public Hearings Consent Agenda:** Prior to consideration of the Public Hearings Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff comment on any item without removing it from the Consent Agenda or remove any item for separate discussion and consideration.

**13. Public Hearings:** If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

A. Public Hearing on the Alternative Expenditure Limitation/Home Rule Option.

**14. Final Action:** If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

**15. Items for Discussion:** These items are for Council discussion only and no action will be taken. In general, no public comment will be taken. Any agenda items listed for discussion under #7 and were postponed may also be discussed at this time.

**16. Motion to Adjourn to Executive Session** The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

**17. Adjournment**

Pursuant to ARS 38-431.02 notice is hereby given to the members of the Queen Creek Town Council and to general public that the Queen Creek Town Council will hold a meeting open to the public as set forth above.

I, Jennifer F. Robinson, do hereby certify that I caused to be posted this 3rd day of April 2018 the Amended Agenda for the April 4, 2018 Regular and Possible Executive Session of the Queen Creek Town Council in the following places: 1) Queen Creek Town Hall; 2) Queen Creek Library; 3) Queen Creek Community Center bulletin board.

---

Jennifer F. Robinson, MMC

The Town of Queen Creek encourages the participation of disabled individuals in the services, activities, and programs provided by the Town. Individuals with disabilities who require reasonable accommodations in order to participate should contact the Town Clerk's office at (480) 358-3000.



Requesting Department

Finance

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM  
**FROM:** MYRNA QUIHUIS, PROCUREMENT OFFICER  
**RE:** Consideration and possible approval of Expenditures Over \$25,000. (FY 18 Budgeted Item)  
**DATE:** April 4, 2018

---

**Staff Recommendation:**

Staff recommends approval of expenditures \$25,000 and over.

**Relevant Council Goal(s):**

N/A

**Proposed Motion:**

Move to approve Town expenditures \$25,000 and over, pursuant to Town purchasing policy.

**Discussion:**

The following items being requested are:

1. Traffic Control Cabinet
2. HPEC Audio System Repair
3. Audit Services
4. Well Equipment

**Fiscal Impact:**

The fiscal impact of the requested spending authority for the above expenditures is \$263,487. Funds have been identified within their line item budgets as approved in the FY 2018 budget or subsequently approved by Council.

**Attachment(s):**

Attachment - April 4, 2018

**Attachment: Expenditures \$25,000 and Over**

**Budgeted in Fiscal Year 2017-18  
April 4, 2018**

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
1	Econolite	Traffic Control Cabinet	Spending authority for the purchase of a Traffic Control Cabinet for the interim signal at Queen Creek Road and Signal Butte Road (FY 18 Budgeted Item).	Public Works	\$61,837	Sole Source	Council could choose not to approve the expenditure. The impact of this action would prevent having the interim signal at the intersection not work.
2	Commercial Computer Services Inc. (CCS)	HPEC Audio System Repairs and Upgrades	To repair and update the HPEC audio system (FY 18 Budgeted Item).	Economic Development	\$70,000	State of Arizona Contract #ADSPO17-184594	Council could choose not to approve the repair and upgrade to the existing audio system. HPEC will continue to use the limited capability within the system, and rent portable equipment for larger events.
3	Clifton LarsonAllen	Audit of the Town's financial statements for fiscal year ending June 30, 2018	Contract spending authority to audit the Town's financial statements for the fiscal year ending June 30, 2018 in accordance with state law requirements. On April 15, 2015, Council approved a contract with CliftonLarsonAllen with the option to renew annually for up to five years. This is the fourth year of a five year contract. CliftonLarsonAllen has agreed to renew the contract at the same rate as previous years. These services cross two fiscal years and budgeted in FY18 and FY19.	Finance	\$44,250	Town Contract #2015-031	Council could choose not to approve the services with CliftonLarsonAllen and request staff to go out for a formal solicitation for these services, however this would delay the audit from being completed in a timely manner. State law requires an audit of municipal operations to be made by a certified public accountant currently licensed by the Arizona State Board of Accountancy.

Attachment: Attachment - April 4, 2018 (Expenditures Over \$25,000 - April 4, 2018)

Item #	Vendor(s)	Description	Purpose	Requesting Dept(s)	Fiscal Impact \$	Procurement Method	Alternative
4	Vertech	Well Equipment	Contract spending authority for the design, programing and installation of new Supervisory Control and Data Acquisition (SCADA) control panels at three new well sites (FY 18 Budgeted Item).	Utilities	\$87,400	Town Contract #2016-092 (City of Peoria Cooperative Contract #ACON27513)	Council could choose not to approve the expenditure request. However, this would result in the department having to go out to bid for the services and further delaying the completion of these well sites. Delaying completion could inhibit the Department's ability to meet demands for potable water in the peak summer season to residents.

Attachment: Attachment - April 4, 2018 (Expenditures Over \$25,000 - April 4, 2018)



Requesting Department

Town Manager

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** TRACY CORMAN, ASSISTANT TO THE TOWN MANAGER

**RE:** Consideration and possible approval of the second amendment to an intergovernmental agreement with the Maricopa County Library District in the amount of \$19,577 for library services for Town residents outside of Maricopa County and necessary budget adjustments.

**DATE:** April 4, 2018

---

**Recommendation:**

Staff recommends approval of the second amendment to the intergovernmental agreement with the Maricopa County Library District in the amount of \$19,577 for library cards for Town residents outside of Maricopa County and necessary budget adjustments.

**Relevant KRA(s):**

Effective Government



Quality Lifestyle

**Proposed Motion:**

Move to approve the second amendment to the intergovernmental agreement with the Maricopa County Library District of \$19,577 for library cards for Town residents outside of Maricopa County and necessary budget adjustments.

**Discussion:**

The existing intergovernmental agreement (IGA) with the Maricopa County Library District for library operations at the Queen Creek Library expires on June 30, 2022. The proposed second amendment would not change the expiration date of the IGA. Under the current IGA, the Town provides the library building and is responsible for operations



and maintenance of the building, including: payment of utility services, insurance, janitorial services, and maintenance of the building and landscaping. The Library District is responsible for providing the library services, including: providing library programs, administration, staffing, equipment, books, computers, and other materials necessary for the provision of library services.

Because Maricopa County uses property taxes to pay for the library operations, anyone who lives outside of Maricopa County is required to pay an annual fee of \$50 to obtain a library card. Under this system, Town residents who live in Pinal County are required to pay the fee for to obtain a library card at the Queen Creek Library.

In order to provide fair access to Queen Creek Branch Library cards for all Town residents, under the proposed second amendment to the IGA the Town will pay the Maricopa County Library District (MCLD) the amount of MCLD taxes that property owners within the incorporated Town limits and in Pinal County would otherwise pay if they were located in Maricopa County . With this payment, the MCLD agrees to issue free library cards for residents who live within the incorporated Town limits and outside of Maricopa County. The payment amount is \$19,577 for the first year of the amendment. The payment amount will be reviewed annually to account for future growth within the areas of Town outside of Maricopa County in the remaining years of the IGA. This IGA would not affect the property taxes of Pinal County residents living within Town boundaries.

Maricopa County Library District's practice is that when cities and towns under an IGA with the Library District reach 50,000 in population, they begin to pay for the costs of operating the library. It is projected that the Town will reach a population of 50,000 prior to the expiration date of the current IGA. When the IGA expires in 2022, if the Town's population is 50,000 or above, a new IGA would be negotiated that would include the Town taking over the costs for providing library services. As a point of reference, the Library District has budgeted approximately \$1.2 million in FY2018 for library services at the Queen Creek Library.

**Fiscal Impact:**

The costs associated with this second amendment would be the annual payment to the MCLD in the amount of MCLD taxes that property owners within the incorporated Town limits and in Pinal County would otherwise pay if they were located in Maricopa County. For the first year of the amendment, effective upon approval of the IGA, the annual payment amount is \$19,577. The payment amount will be reviewed annually. There is sufficient expenditure authority remaining in the Centralized Services budget for studies/tests to reallocate to a new line item for the Maricopa County Library IGA to allow for this payment before the end of FY17/18. This expense will also be included as on ongoing annual expense in the FY18/19 Town Manager's recommended budget..

**Alternatives:**

1. The Mayor and Council may decide not to approve the second amendment to the IGA with the Maricopa County Library District, and wait until

the IGA is renegotiated in 2022 to include Town residents within Pinal County. Under this alternative, Town residents in Pinal County would continue to pay \$50 per year for library cards until the IGA expires in 2022.

**Attachment(s):**

1. Town/Maricopa County Library District IGA
2. First Amendment
3. Second Amendment

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND THE TOWN OF QUEEN CREEK

Agenda # 65-13-007-M-00

This Intergovernmental Agreement ("Agreement") is made this 8<sup>th</sup> day of August, 2012, between the Maricopa County Library District, a political subdivision of the State of Arizona ("LIBRARY DISTRICT") and the Town of Queen Creek, Arizona, a municipal corporation ("TOWN").

RECITALS:

The parties have the legal capacity to enter into this Intergovernmental Agreement pursuant to A.R.S. § 11-951, et seq.

A.R.S. § 48-3901 provides for the establishment of a library district within Maricopa County and further provides that cities and towns within the County may elect to become a part of or to participate in said library district; and

The TOWN is a member of the Maricopa County Library District and desires to continue to make library services available to its residents.

Participation by TOWN with the LIBRARY DISTRICT in this project provides expanded benefits to the TOWN and its residents, such as public library service, specialized library programs, and other services which are not otherwise available to TOWN residents.

The LIBRARY DISTRICT benefits from the Agreement by providing library services to Maricopa County residents in the south eastern region of Maricopa County and by the use of space which is provided by the TOWN.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREINAFTER SET FORTH, the parties agree as follows:

1. General:

- 1.1. Term of Agreement. The term of this Agreement shall be for five (5) years commencing on the date the Agreement is signed and subject to annual appropriations by each party to fund the Agreement. After the initial five (5) year term, this Agreement may be renewed by the parties for additional five (5) year terms by mutual consent of the parties, on the same terms and conditions as set forth in this

Agreement or as modified, in writing, and subject to annual appropriations to fund the Agreement.

- 1.2. Authorized Representatives. Within thirty (30) days after the effective date of this Agreement, TOWN and LIBRARY DISTRICT shall each appoint an authorized representative to carry out the duties set forth in this Agreement delegated to such authorized representatives. Either party may change the designation of its authorized representative by giving notice the other party pursuant to Paragraph 8.1 herein.

## 2. DEFINITIONS.

- 2.1. "Library" means 23,000 square-foot area of the 47,000 square-foot building located at 21802 S. Ellsworth Road, Queen Creek, Maricopa County, Arizona, and owned by TOWN which houses the library materials collection for use by the public.
- 2.2. "Capital Improvements" means the permanent improvements to the library and any fixtures attached thereto.
- 2.3. "Library materials collection" means the books, magazines, audiovisual items and other materials which are used by the patrons.
- 2.4. "Contents of the library" means the furniture, shelving, equipment, library materials collection, computers, and like items.

## 3. The TOWN shall:

- 3.1. Cooperate with the LIBRARY DISTRICT at all times in good faith in order to facilitate the provision and delivery of library services.
- 3.2. Provide to the LIBRARY DISTRICT, the Library facilities located at 21802 S. Ellsworth Road, Queen Creek, Arizona under the following terms:
  - 3.2.1. TOWN shall be responsible for the payment of utility services, to include gas, water, and electric, and ancillary services provided to the premises.
  - 3.2.2. TOWN shall, at its own expense, insure the premises for all perils and risk coverage on the structure(s) including, but not limited to fire, wind, burglaries and other casualties. TOWN understands and acknowledges that LIBRARY DISTRICT is self-insured for loss or damage to property and will provide TOWN with a certificate to this effect.
  - 3.2.3. TOWN shall maintain the structure of the premises in good repair and shall correct any hazardous conditions existing as the result of any damage, structural defect, or unsoundness. The term "structure" as used herein

includes walls, roofs, floors, foundations, stairways, exterior sidewalks and all electrical, plumbing, heating and air-conditioning systems and equipment. It is understood and agreed that the structure and premises are currently in a state of good repair.

- 3.2.4. TOWN shall, at its own expense, conform to all applicable standards contained in the "Uniform Building Code for Life Safety" (U.B.C.), and also to all provisions and standards in "Arizona Revised Statutes for Handicapped Accessibility" in Title 9-499.02 and Title 34-401 through 34-439. This will include, but not be limited to, Handicapped Accommodations such as restrooms, drinking fountains, pedestrian ramps, etc. TOWN shall also, at its own expense, conform to all Americans with Disabilities Act requirements for Public Accommodations.
  - 3.2.5. Routine maintenance shall be the responsibility of TOWN, which shall include: electrical and plumbing repairs, painting the interior walls, replacement of all broken glass of the premises resulting from all perils including, but not limited to fire, wind, burglaries and other casualties. TOWN shall perform all repair/replacement maintenance of installed building utility systems and maintain all installed floor covering in a state of good repair. Equipment (including water heaters, furnaces, air conditioners and fire extinguishers) of the library shall be maintained by TOWN in a safe operating condition.
  - 3.2.6. Janitorial and landscape services shall be provided by the TOWN or TOWN's contractors, as determined by TOWN in its sole discretion and TOWN shall pay cost of said services.
4. The LIBRARY DISTRICT shall:
- 4.1. Provide, and pay for from revenues received pursuant to the County LIBRARY DISTRICT Tax levied pursuant to A.R.S. 48-3903, all salaries and employee benefits; office supplies, automation, audiovisual materials, books and other similar materials, office equipment, telephone, telefacsimile, electronic mail, catalogues, automated circulation system and public access catalogue, installation and all charges for telecommunication and wire service, other equipment, services and for supplies necessary to provide full library services to the TOWN;
  - 4.2. Provide centralized acquisitions, cataloging, processing and graphic arts services;
  - 4.3. Provide centralized personnel, fiscal, procurement, supply any other necessary administrative services;
  - 4.4. Provide coordinating and consulting services;

- 4.5. Provide access to all library programs and materials within the LIBRARY DISTRICT'S system;
- 4.6. Provide policies, procedures and operations manuals and support network;
- 4.7. Coordinate with local schools to offer assistance in developing literacy improvement;
- 4.8. Provide coordinated children's programs and services which may include summer reading, film programs, storytelling, school visits, crafts, read-aloud programs, performances and special events;
- 4.9. Encourage input from citizens in the selection of library materials and programs;
- 4.10. Operation of Library.
5. Future Improvements to Library. If TOWN and LIBRARY DISTRICT mutually agree the Library should be expanded, TOWN and LIBRARY DISTRICT will analyze the number of library users associated with TOWN and other communities and unincorporated areas of Maricopa County. TOWN will use good faith efforts to fund expansion of the Library if TOWN and LIBRARY DISTRICT agree expansion is appropriate at that time.
6. Termination, Expiration or Non-renewal. This Agreement shall terminate under the following circumstances:
  - 6.1. Upon non-appropriation by either party for continued funding of the Agreement;
  - 6.2. Upon 365 days written notice by a party;
  - 6.3. By mutual written agreement of the parties on an agreed upon date.
7. Upon termination, expiration or non-renewal of this Agreement, the parties will dispose of property related to the Library pursuant to the following:
  - 7.1. TOWN shall:
    - 7.1.1. Purchase the Library Materials collection of the Library from the LIBRARY DISTRICT after valuation of said collection, subject to appropriation of funds by TOWN for that purpose.
    - 7.1.2. Purchase any computers and related equipment, software; network equipment and related items that the LIBRARY DISTRICT has purchased subject to appropriation of funds by TOWN for that purpose. This excludes any items still in use that were purchased by the TOWN.

7.2. LIBRARY DISTRICT shall:

7.2.1. Value the then current Library Materials Collection of the Library for purchase by TOWN pursuant to Paragraphs 7.1.1. and 7.1.2 above

7.2.2. Transfer to TOWN bibliographic and patron data in MARC format; provided however, the TOWN shall pay the full costs of such transfer. LIBRARY DISTRICT shall provide technical assistance on the design and transfer of such computer files to TOWN at no cost to the TOWN.

7.3. Failure of TOWN and LIBRARY DISTRICT to Agree on Valuation of Contents of Library. Should TOWN not agree with the valuation of the Library Materials Collection conducted by the LIBRARY DISTRICT pursuant to Paragraph 7.2.1 above, TOWN and LIBRARY DISTRICT will agree on an independent evaluation and share the cost of the evaluation equally. The TOWN and LIBRARY DISTRICT agree the results of that independent evaluation shall be final and binding.

7.4. Failure of TOWN to Purchase Contents of Library. Failure of TOWN to purchase the contents of the Library pursuant to Paragraphs 7.1.1 and 7.1.2 above will release LIBRARY DISTRICT to dispose of the contents of the Library as it deems appropriate with no further financial obligation to TOWN.

8. Miscellaneous.

8.1. Notices. Notices required pursuant to this Intergovernmental Agreement shall be given by first class mail, postage prepaid, to the following:

For the LIBRARY DISTRICT:  
Director  
Maricopa County Library District  
2700 N. Central Avenue, Suite 700  
Phoenix, AZ 85004

For the TOWN:  
Town Manager  
Town of Queen Creek  
22350 S. Ellsworth Road  
Queen Creek, AZ 85242

8.2. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended in writing by mutual agreement of the parties.

8.3. LIBRARY DISTRICT will indemnify, defend and hold harmless TOWN and its agents, officials and employees from liability for damages resulting from injury, death, property damage and economic loss suffered by a third person as a result of the negligent or wrongful act or omission of the LIBRARY DISTRICT or the LIBRARY DISTRICT'S agent, official or employee which arises out of the LIBRARY DISTRICT'S performance of, or the failure to perform, its obligations under this Agreement. The

Attachment: 1. Town/Maricopa County Library District IGA (2nd Amendment to IGA with Maricopa County Library District)

damages which are subject of this indemnity shall include, but not be limited to attorney fees, court costs, settlement expenses and litigation expenses related to liability described in this paragraph and/or related to any claim or action asserting such liability against TOWN or any of its agents, officials and employees.

- 8.4. TOWN will indemnify, defend and hold harmless the LIBRARY DISTRICT and its agents, officials and employees from liability for damages resulting from injury, death, property damage and economic loss suffered by a third person as a result of the negligent or wrongful act or omission of TOWN or TOWN's agent, official or employee which arises out of TOWN's performance of, or the failure to perform, its obligations under this Agreement. The damages, which are subject of this indemnity shall include, but not be limited to, attorney fees, court costs, settlement expenses and litigation expenses related to liability described in this paragraph and/or related to any claim or action asserting such liability against the LIBRARY DISTRICT or any of its agents, officials and employees.
- 8.5. The LIBRARY DISTRICT's responsibility, whether by insurance coverage or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees through the provision of its obligations under this Agreement.
- 8.6. TOWN's responsibility, whether by insurance coverage or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees through the provision of its obligations under this Agreement.
- 8.7. This Agreement shall be governed by Arizona law without regard to its conflict of interest provisions.
- 8.8. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement, since it is the intent of the parties to have this Agreement enforced to the fullest extent possible.
- 8.9. This Agreement has been approved by the respective governing bodies of the parties at a duly noticed public meeting.
- 8.10. E-Verify Requirements. The PARTIES are subject to the requirements and provisions in A.R.S. §§23-214 and 41-4401 and Federal Immigration Laws and Regulations and shall verify compliance upon request.
- 8.11. Iran and Sudan Requirements. The PARTIES are subject to the requirements and provisions in A.R.S. §§ 35-391.06 and 35-393.06 (Scrutinized Business Relations with Sudan and Iran) and shall certify compliance upon request.



9. Future Transfer

- 9.1. Town Operation: The parties recognize that the Town of Queen Creek may grow in the future to a degree that warrants full ownership and operation of the Library by the Town. If the parties agree that this condition has occurred, they will negotiate in good faith as to ways and means to effect such a transfer as efficiently as possible, including assistance and cooperation by the District in making available to the Town appropriate data bases and other technical support.

IN WITNESS WHEREOF, the TOWN OF QUEEN CREEK and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

TOWN OF QUEEN CREEK

MARICOPA COUNTY LIBRARY DISTRICT

By: W.R. Se...  
For Mayor  
Town of Queen Creek

By: Mark Wilson  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

By: Jennifer Robinson 6/20/12  
Town Clerk Date

By: Frank...  
Clerk of the Board Date

AUG 20

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: Heather... 6/20/12  
Attorney Date  
Town of Queen Creek

By: Dante Berto July 13 2012  
Attorney Date  
Maricopa County Library District

Attachment: 1. Town/Maricopa County Library District IGA (2nd Amendment to IGA with Maricopa County Library District)

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND THE TOWN OF QUEEN CREEK, ARIZONA**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is made between the Maricopa County Library District (“Library District”) and the Town of Queen Creek, Arizona (“Town”).

**RECITALS**

WHEREAS the Town and the Library District executed an Intergovernmental Agreement (“IGA”) on August 8, 2012 to operate the Queen Creek Branch Library for a period of five years.

WHEREAS, IGA expires on August 8, 2017.

WHEREAS the Parties wish to continue this IGA; and extend its term for an additional five years.

**AMENDMENTS**

NOW, the Parties agree to incorporate by reference the foregoing Recitals and agree as follows

- 1.1. Delete paragraph 8.11 of the Agreement reference Iran and Sudan Requirements in total.
- 1.2. The term of the IGA shall be extended five (5) years from August 9, 2017 until August 8, 2022.
- 1.3. This Amendment is effective upon execution by the Parties.
- 1.4. The Parties agree that the statutory language of A.R.S. §38-511 is applicable to this Amendment and incorporate the same by reference
- 1.4. All other terms and conditions of the IGA shall remain in full force and effect.

Agenda No. : C-65-13-007-M-01

TOWN OF QUEEN CREEK, AZ

MARICOPA COUNTY LIBRARY DISTRICT

By: \_\_\_\_\_  
Town Manager  
Town of Queen Creek

By: \_\_\_\_\_  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Town Clerk  
Date

By: \_\_\_\_\_  
Clerk of the Board  
Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney  
Town of Queen Creek  
Date

By: \_\_\_\_\_  
Attorney  
Maricopa County Library District  
Date

Attachment: 2. First Amendment (2nd Amendment to IGA with Maricopa County Library District)

**SECOND AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND THE TOWN OF QUEEN CREEK, ARIZONA**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is made between the Maricopa County Library District (“Library District”) and the Town of Queen Creek, Arizona (“Town”). The Library District and the Town are referred to as the “Parties.”

RECITALS

WHEREAS, on August 8, 2012, the Parties entered into an Intergovernmental Agreement between the Maricopa County Library District and the Town of Queen Creek (“IGA”) to provide certain library services (“Library Services”) to residents of the Town who are also residents of Maricopa County (“In County – In Town Residents”).

WHEREAS, on July 26, 2017, the Parties entered into the First Amendment to Intergovernmental Agreement between the Maricopa County Library District and the Town of Queen Creek, Arizona, which extended the term five (5) years from August 9, 2017 until August 8, 2022.

WHEREAS, the Parties wish to amend the IGA in relation to the use of library services by residents of the Town who are not residents of Maricopa County, Arizona (“Out of County - In Town Residents”).

WHEREAS, Out of County - In Town Residents currently have to pay a \$50.00 library card fee for access to the Library District in addition to their resident county’s library fees.

WHEREAS, the Town is desirous of reducing the cost of library services to Out of County - In Town Residents such that the Town residents’, regardless of county residency, library card and other costs are equitable.

WHEREAS, the Parties have agreed to allow the Town to pay to the Library District in advance on an annual basis an amount equal to the Maricopa County Library District Tax (“Library District Tax”) that would be collected on the real property located outside Maricopa County but in the Town (“Out of County - In Town Property”), to reimburse the Library District for use of Library Services by the Out of County - In Town Residents.

AMENDMENTS

NOW, the Parties agree to incorporate by reference the foregoing Recitals and further agree as follows:

1. The following paragraph 10 is added to the IGA:

10. Payment for Out of County – In Town Residents’ Use of Library Services.

- 10.1 Determination of Annual Payments. The Town shall annually pay to the Library District a payment for the Out Of County – In Town Residents to utilize Library Services (“Annual Payment”). The amount of each Annual Payment shall be calculated utilizing the "Levy Limit Worksheet" provided by the Pinal County Assessor which provides the total Limited Property Value (“LPV”) for the Out of County - In Town Property for the next tax year. That total LPV shall then be multiplied by the applicable Maricopa County Library District Tax rate to determine the Annual Payment amount. On or before May 15 each year for the term of this Agreement, the Parties shall agree on the calculation of the amount of the Annual Payment for the next year.
- 10.2 2018 Annual Payment. On or before July 2, 2018, the Town will pay to the Library District the Annual Payment for the 2018 tax year. The Town and the Library District agree the Annual Payment for 2018 tax year is \$19,577.
- 10.3 Subsequent Annual Payments. The Annual Payment shall be paid by the Town to the Library District on or before July 1 of the year before the year being paid for.
- 10.4 Out of County – In Town Residents Use of Library Services. In exchange for the Town’s Annual Payments the Out of County – In Town Residents shall have the same rights to obtain library cards and fully utilize the Library Services at the same cost (or no cost) as the In County – In Town Residents during the year for which the Annual Payments have been paid.

2. This Amendment is effective upon execution by the Parties.
3. The Parties agree that the statutory language of A.R.S. § 38-511 shall apply.
4. All other terms and conditions of the IGA shall remain in full force and effect.

[Signatures on Next Page]

TOWN OF QUEEN CREEK, AZ

MARICOPA COUNTY LIBRARY DISTRICT

By: \_\_\_\_\_  
Town Manager  
Town of Queen Creek

By: \_\_\_\_\_  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Town Clerk Date

By: \_\_\_\_\_  
Clerk of the Board Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney Date  
Town of Queen Creek

By: \_\_\_\_\_  
Attorney Date  
Maricopa County Library District

PHOENIX 53749-1 442652v5

Attachment: 3. Second Amendment (2nd Amendment to IGA with Maricopa County Library District)



Requesting Department

Public Works

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** TROY WHITE, PUBLIC WORKS DIRECTOR

**RE:** Consideration and possible approval of the purchase of variable message signs from Auto Safety House through a State of Arizona cooperative contract (ADSP017-170070) in an amount not to exceed \$227,392 and the necessary budget adjustments.

**DATE:** April 4, 2018

---

**Staff Recommendation:**

Staff recommends the approval of the purchase of variable message signs from Auto Safety House through a State of Arizona cooperative contract (ADSP017-170070) in an amount not to exceed \$227,392 and the necessary budget adjustments.

**Relevant Council Goal(s):**



**Superior Infrastructure - Capital improvement Program**

**Proposed Motion:**

Move to approve the purchase of variable message signs from Auto Safety House through a State of Arizona cooperative contract (ADSP017-170070) in an amount not to exceed \$227,392 and the necessary budget adjustments.

**Discussion:**

As part of the congestion management efforts, Town staff examined the possibility of leasing or buying variable message signs (VMS) to communicate roadway information with the traveling public. VMS are excellent tools to advise motorist about detour, travel time, roadway incidents and events. This may guide motorist to take different route,



avoid an incident location and may help alleviate some of the traffic congestion. VMS are instrumental in conveying important messages to the motorist about existing and future road conditions. These messages assist motorists in making decisions about routes to choose when traveling.

Town Staff has examined the lease VMS options and concluded that the buying option offer better benefit cost ratio for the Town of Queen Creek.

These portable VMS will be installed on arterial roadways with capability to change the message by Mobil devices. This is an excellent tool to enhance level of services on arterial roadways and enhance incident management as VMS can be moved in advance of the decision points to inform motorist of incident location before reaching it.

**Fiscal Impact:**

When the Streets FY 17/18 budget was adopted, this expenditure was not anticipated. Therefore, a reallocation of expenditure authority from CIP Contingency to the Streets fund is necessary. In addition, a funding transfer from the General Fund is needed to provide the cash necessary to complete this purchase.

**Alternatives:**

Town of Queen Creek Staff and MCSO will continue to manage congestion and incident without the assistance of VMS. Motorist may experience longer travel time and delays at congested roadways.

**Attachment(s):**

- a. Proposal



**PHOENIX**  
2630 W. BUCKEYE RD.  
PHOENIX, AZ 85009  
PHONE: (602) 269-9721

**TUCSON**  
1402 E. BENSON HWY.  
TUCSON, AZ 85714  
PHONE: (520) 889-9551

**HOLBROOK**  
840 S. HIGHWAY 77  
HOLBROOK, AZ 86025  
PHONE: (928)524-3582

**REMIT TO:**  
Auto Safety House  
2630 W. Buckeye Rd  
Phoenix, AZ 85009

**PARTS QUOTE**

Quote: 238510  
Date / Time: 2/21/2018 9:10:34AM  
Customer: 517001  
Branch: 1  
Quote Total: \$227,391.36

Page 1 of 1

**Bill To:** Town of Queen Creek -SPO  
22350 S. Ellsworth Rd.  
Queen Creek, AZ 85142

**Ship To:** Town of Queen Creek -SPO  
22700 E Queen Creek Rd  
Queen Creek, AZ 85142

Customer P/O: Inside Slsm: scostantino

CONTRACT # ADSPO17-170070

Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	List	Price	Extens Pi
SOLAR	MB2-1548 LR+10	Silent Messenger Sign	Each	12	19,000.00	17,100.00	205,200
	Freight	Freight		12	0.00	400.00	4,800

<b>Total Parts:</b>	<b>\$205,200.00</b>
<b>Total Miscellaneous:</b>	<b>\$4,800.00</b>
<b>Quote Subtotal:</b>	<b>\$210,000.00</b>
<b>Total Tax:</b>	<b>\$17,391.36</b>
<b>Quote Total:</b>	<b>\$227,391.36</b>

Attachment: a. Proposal (Ash Auto - Message boards)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

The only warranties applying to the part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties or merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages.

All returns must be returned within 30 days of purchase, in the original packaging and in sellable condition. Returns must be accompanied by a copy of the original invoice. All returns are subject to review. Returned products are subject to a minimum 15% restocking fee.



Requesting Department

Public Works

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** TROY WHITE, PUBLIC WORKS DIRECTOR

**RE:** Consideration and possible approval of Work Order #15 with AJP Electric, Inc., in an amount not to exceed \$48,840 for construction of new traffic signals at the intersection of Queen Creek and Signal Butte Roads (CIP project A1002) including necessary budget adjustments.

**DATE:** April 4, 2018

---

**Staff Recommendation:**

Staff recommends the approval of Work Order #15 with AJP Electric, Inc., in an amount not to exceed \$48,840 for construction of a new traffic signals at the intersection of Queen Creek and Signal Butte Roads (CIP project A1002) including necessary budget adjustments.

**Relevant Council Goal(s):**



**Superior Infrastructure - Capital Improvement Program**

**Proposed Motion:**

Motion to approve Work Order #15 with AJP Electric, Inc., in an amount not to exceed \$48,840 for construction of a new traffic signals at the intersection of Queen Creek and Signal Butte Roads (CIP project A1002) including necessary budget adjustments.

**Discussion:**

The amount not to exceed \$48,840 includes a 10% contingency for any unanticipated additional services.

The Town of Queen Creek and Pinal County developed an Intergovernmental Agreement (IGA) to maintain the portable traffic signal at the intersection of Queen Creek Road and Signal Butte Road. This agreement was initiated due to the opening and connecting of Pima Road and Queen Creek Road.

Currently, based on the agreement, Pinal County owns and operates the existing portable traffic signal at this intersection until the April 30, 2018. Additionally, the portable traffic signal has intermittent power surges that cause the signal to go into an all red mode, resulting in significant traffic congestion. Therefore, the Town is recommending installation of a temporary span wire fixture that will operate off direct power, in lieu of purchasing a portable fixture. The signal heads will be re-used when the intersection is widened to its ultimate condition. Design of the traffic signal is complete.

**Fiscal Impact:**

The total not to exceed for Work Order #15 with AJP Electric, Inc totals \$48,840, which includes the proposal amount of \$44,400, plus \$4,440 for any additional work that may be required. Budget for project A1002 will require a FY18 budget adjustment from Contingency totaling \$48,840 in order to award this contract.

**Alternatives:**

Town Council could decide not to construct the traffic signals at the intersection of Queen Creek Road and Signal Butte Road and the Town could purchase a portable traffic signal to operate this intersection. The cost of portable traffic signals is estimated at \$70,000. The impact of portable traffic signals would still likely result in power failures. Portable traffic signals are designed for short-term temporary conditions. The ultimate intersection is not scheduled for construction until 2019/2020. Therefore, staff believes the span wire option is the best alternative at this time.

**Attachment(s):**

a. Work Order #15



# WORK ORDER

MCDOT CONTRACT NUMBER:

2015-027

WORK ORDER NUMBER

15

April 4, 2018

6.D.a

TO: AJP Electric, Inc.  
Contractor

FROM: Mohamed Youssef  
Transportation Engineering Manager  
Town of Queen Creek

RE: Traffic Signal Installation at Queen Creek Rd and Signal Butte Rd

This Job Order is issued pursuant to the Agreement between Maricopa County Department of Transportation and Contractor dated March 9, 2016 and the other documents that were made part of and referenced in the Agreement. This Job Order is the Notice to Proceed with the subject Job Order Project on the below Job Order Beginning Date. The terms of this Job Order are as follows:

Part I - Scope of Job Order Work	
1. Description of the Scope of Job Order Work:	
Installation of Traffic Signal at Queen Creek Rd and Signal Butte Rd	
This work order includes labor, material, equipment, sales tax, insurance, and fee necessary to complete the work as outlined in proposal "Attachment 1".	
Pricing, terms and conditions in accordance with Maricopa County Department of Transportation Contract No. 2015-027.	
2. A list of each task, quantities for each task, total price for each task and total price for all tasks is attached as "Attachment 1".	

Part II - Specific Information		
1. Job Order Price		\$44,400.00
2. Schedule	Job Order Beginning Date: (*Date project must start - SEE PART IV)	Upon completion of fully executed work order
	Job Order Final Completion Date: i.e. Date project is complete, including, without limitation, all deficiency, incomplete or correction items (Job Order Punch List)	Per project schedule
If there are more than sixty (60) calendar days between the Beginning Date and the Final Completion Date, or if the Town of Queen Creek has requested a Job Order Progress Schedule, a Job Order Progress Schedule should be attached as "Attachment 2".		

### Part III - Approvals

Gail Barney	Mayor	_____	Date
John Kross	Town Manager	_____	Date
Troy White	Public Works Director	_____	Date
Mohamed Youssef	Project Manager	_____	Date
AJP Electric, Inc.		_____	Date

### Part IV - \*Purchase Order

\*Per Town Purchasing Policy, a purchase order MUST be in place PRIOR to the authorization of notice to proceed

Purchase Order Number	Date	Total





Requesting Department

Public Works

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** TROY WHITE, PUBLIC WORKS DIRECTOR

**RE:** Consideration and possible approval of a Construction Services Contract with DCS Contracting, in an amount not to exceed \$11,204,706 for the construction of the Riggs Road Improvement between Crismon Road and Meridian Road, (CIP A0510, WA156, WW060) and the necessary budget adjustments.

**DATE:** April 4, 2018

---

**Staff Recommendation:**

Staff recommends the approval of a Construction Services Contract with DCS Contracting, in an amount not to exceed \$11,204,706 for the construction of the Riggs Road Improvement between Crismon Road and Meridian Road, (CIP A0510, WA156, WW060) and the necessary budget adjustments.

**Relevant Council Goal(s):**



Superior Infrastructure - Capital Improvement Program

**Proposed Motion:**

Move to approve a Construction Services Contract with DCS Contracting, in an amount not to exceed \$11,204,706 for the construction of the Riggs Road Improvement between Crismon Road and Meridian Road, (CIP A0510, WA156, WW060) and the necessary budget adjustments.

**Discussion:**

The amount not to exceed \$11,204,706 includes a 10% contingency for unanticipated additional services

Construction of Riggs Road, from Crismon Road and Meridian Road, is the second phase of the overall Riggs Road improvements project partnered between MCDOT and the Town of Queen Creek. The intention of this phase is to continue the construction of Riggs Road, by tying into the recently completed roadway portion at Crismon Road and progressing 2-1/2 miles towards a tie-in just past Meridian Road.

When completed, Riggs Road will provide connectivity from the east valley into Pinal County and mitigate growing congestion, specifically in the area of Rittenhouse and Combs Roads.

This particular project phase has several improvement components along the same stretch of roadway that will be performed by the Contractor, but funded from different department resources. The amount not to exceed \$11,204,706 includes a 10% contingency for any unanticipated additional services and can be further broken down in the respective components.

#### TT0538 Riggs Road Improvements - Crismon Road to Meridian Road

Roadway improvements include a new paved roadway between Crismon Road and Meridian Road, the realignment of Rittenhouse Road, and widening of the existing Union Pacific Railroad (UPRR) crossing west of Meridian Road. Specific components consist of curb, gutter, sidewalk, improved storm drain system comprised of scuppers and retention basins, relocation of irrigation facilities, construction of farm roads, new traffic signal, signing, pavement markings and other miscellaneous work.

#### A0306 Rittenhouse Rd Improvements - Riggs Rd to Alliance Lumber Railroad Spur

Improvements will widen approximately 1,525 feet of roadway along Rittenhouse Road between the new aligned Riggs Road and Alliance Lumber Railroad Spur track, from 2 lanes to 4 travel lanes with a center turn lane and adjacent bicycle lanes. Improvements will tie-into the Riggs Road project TT0538, just north of Riggs Road. The purpose to incorporate this work is for construction continuity at the tie-in between two separate designs that overlap project limits.

#### WA067 (WA156) Water Line Improvements - Signal Butte Road to Meridian Road

Water line improvements consists of the installation of an 8-inch, 12-inch and 16-inch water lines, valves, hydrants and appurtenances for approximately one and a half miles along Riggs Road between Signal Butte Road and Meridian Road.

#### WW060 Sewer Line Improvements - Signal Butte Road to Meridian Road

Sewer line improvements consists of the construction of an 8-inch and 12-inch sewer lines, manholes and appurtenances for approximately one and a half miles along Riggs Road between Signal Butte Road and Meridian Road.

#### CP0223 City of Mesa Gas Line Replacement - Meridian and Combs Roads

Sealed plans, technical specifications and a separate bid schedule was included as a bid-alternate in the solicitation for the construction of a natural gas line along Riggs Road, provided an IGA with the City of Mesa is executed before or on the same day of contract award. As outlined in the IGA, the City of Mesa will absorb all construction costs associated with the replacement of the gas line. Additionally, Mesa will contribute 4% of the gas line construction cost to Queen Creek for construction administration and management services.



**Fiscal Impact:**

The total authorization requested is \$11,204,706, which includes the DCS contract of \$10,186,096 plus \$1,018,610 for unanticipated additional services. The Riggs Road project (A0510), including the water and sewer improvements (project numbers WA 067/155/156 and WW052/060/067), are included in the Transportation and Utilities Infrastructure Improvement Plans. The Rittenhouse roadway project (A0306) is also included in the Transportation Infrastructure Improvement Plan. These projects were included in the adopted FY 17/18 budget, however, there is not enough expenditure authority available for the award of this contract. The budget was based on a cash flow model, with a majority of the budget being included in FY 18/19; however, in order to award a contract, sufficient budget authority is required for the entire contract amount at the time of award. In addition, expenditure authority for the Utilities portions of the project totaling \$1,515,050 was moved to Contingency pending the award of this contract, which now needs to be reallocated back to the projects. Therefore, the following reallocations from the CIP Contingency to the respective projects are necessary:

<b>Project</b>	<b>Contract</b>	<b>10% Contract Contingency</b>	<b>Council Authorization Requested</b>	<b>FY18 Available Budget</b>	<b>FY18 Contingency Transfer</b>
A0510-Riggs Rd (MCDOT)	\$ 6,723,607	\$ 672,361	\$ 7,395,968	\$ 2,539,922	\$ 4,856,046
A0510-Riggs Rd (PINAL)	434,890	43,489	478,379	-	478,379
A0510-Riggs Rd Landscap	108,634	10,863	119,498	-	119,498
A0306- Rittenhouse	1,266,710	126,671	1,393,381	81,207	1,312,174
Subtotal Roadway	8,533,841	853,384	9,387,226	2,621,129	6,766,097
Water -WA067 (WA156)	1,084,835	108,483	1,193,318	-	1,193,318
Wastewater-WW060	567,420	56,742	624,162	85,680	538,482
<b>Grand Total</b>	<b>\$ 10,186,096</b>	<b>\$ 1,018,610</b>	<b>\$ 11,204,706</b>	<b>\$ 2,706,809</b>	<b>\$ 8,497,897</b>

Based on the mid-year budget amendments approved by Council on 3/21/18, there is sufficient expenditure authority in CIP contingency to accommodate this reallocation.

It should also be noted that there will be a cost share of the MCDOT portion of this project, with MCDOT reimbursing us for 50% of the construction costs.

**Alternatives:**

Council could choose not to approve the construction contract, and direct staff to re-bid the improvements. The impact of this decision would significantly delay targeted completion deadlines and the onset of future improvements anticipated for Rittenhouse

**Attachment(s):**

- a. DCS Contract
- b. Project Site Map



## CONTRACT

**TOWN OF QUEEN CREEK**  
**CONTRACT FOR**  
**IFB No. 18-011, Riggs Road – Crismon Rd to Meridian Road**

**THIS CONTRACT** is made and entered into on the \_\_\_\_\_ day of April, 2018, by and between Town of Queen Creek, an Arizona municipal corporation, hereinafter called “**Town**” and the “**Contractor**” designated below:

Town and Contractor agree as follows:

### ARTICLE 1 – PARTICIPANTS AND PROJECT

<b>TOWN:</b>	Town of Queen Creek, Arizona Project Manager: Charlene Montgomery Telephone: 480-580-3138 E-mail: <a href="mailto:Charlene.montgomery@queencreek.org">Charlene.montgomery@queencreek.org</a>
<b>CONTRACTOR:</b>	DCS Contracting Inc. 11525 E. Germann Road, Chandler AZ 85286 Arizona ROC No.: 110612 - A Federal Tax ID No: 860765971 Representative: Wade Standifird, President Telephone: 480-732-9238 E-mail: <a href="mailto:wade.standifird@dcscontracting.com">wade.standifird@dcscontracting.com</a>
<b>PROJECT MANAGER/ DESIGNER</b>	<p><b>Sunrise Engineering, Inc.</b> 2152 S. Vineyard, Suite 123 Mesa, Arizona 85210 Representative: Ricky M. Holston, P.E. Telephone: (480) 768-8600 E-mail: <a href="mailto:rholston@sunrise-eng.com">rholston@sunrise-eng.com</a></p> <p>Kimley-Horn and Associates 7740 N. 16<sup>th</sup> Street, Suite 300 Phoenix, AZ 85020 Representative: Kim Carroll Telephone: (602) 944-5500 E-mail: <a href="mailto:kim.carroll@kimley-horn.com">kim.carroll@kimley-horn.com</a></p> <p>Jacobs 101 N. 1<sup>st</sup> Avenue, Suite 2600 Phoenix, Arizona 85003 Representative: Richard Wallace Telephone: (602) 530-1627 E-mail: <a href="mailto:Richard.wallace@jacobs.com">Richard.wallace@jacobs.com</a></p>

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)



### **PROJECT DESCRIPTION:**

The Town of Queen Creek is seeking bids from qualified Contractors for the improvements of Riggs Road, between Crismon Road and Meridian Road and adjacent roadway segments of Rittenhouse Road and Gary Road. The intent of this project is to extend Riggs Road from the Crismon Road alignment to Meridian Road and construct the new alignment of Rittenhouse Road (1,500 feet north of Riggs Rd) and Gary Road (2,000 feet south of Riggs Road) intersection. Additionally, the Riggs Road Phase 3 waterline and sanitary sewer construction are added to this bid. Improvements will include furnishing all labor, tools, material, equipment and any other incidentals necessary to construct new asphalt pavement, concrete curb, sidewalk, drainage structures, retention basins, traffic signal, widening existing railroad crossing, relocation of private irrigation facilities and farm roads, installation of new signing and pavement markings along with other miscellaneous work, to complete the proposed improvements depicted in the project plan sets.

Responding bidders must have completed a Class I Railroad crossing roadway project in the past ten (10) years with proof of experience from contracting agency, referencing project name, location, identified railroad and completion date.



## **ARTICLE 2 – CONTRACT DOCUMENTS**

2.1 **Contract Documents.** The Contract Documents include those identified in Section 2.4 of the General Conditions, including the following:

1. This Contract;
2. Invitation for Bids (and all addenda thereto and documents incorporated therein) (collectively the IFB);
3. Town’s General Conditions (and all documents incorporated therein) (collectively the General Conditions);
4. Required documents submitted as part of Contractor’s accepted Bid; and
5. Statutory bonds submitted by Contractor.

The Contract between the parties includes all of the Contract Documents. In the event of a conflict of language between the documents, the provisions shall prevail in the order set forth above. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts.

2.2 **Definitions.** The definitions in Section 1 of the General Conditions and Section 1.01 of the IFB Instructions to Bidders apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

N/A

2.3 **Special Provisions.** If there are any additional provisions that apply to this Project, they are set forth in the Special Provisions included in the IFB.

2.4 **Project Plans And Specifications.** A detailed list of the plans and specifications for this Project are included in the IFB.

## **ARTICLE 3 – DESIGN PHASE SERVICES**

Contractor is not providing any Design Phase Services to the Town in relation to this Project unless otherwise noted in the Contract Documents.

## **ARTICLE 4 – CONSTRUCTION SERVICES**

### 4.1 **General.**

4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Project Schedule.

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor’s accepted Bid, or otherwise,



approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered "Work Made for Hire" as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

#### 4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, are stated in the Special Provisions included in the IFB, and also include the following: N/A

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

### **ARTICLE 5 – TOWN RESPONSIBILITIES**

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.



5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed in the Special Provisions and also include the following: Town shall provide a third party monitor to observe construction activities through the archeology site and shall pay for costs associated with handling archeological items as required by the third party monitor. Contractor shall be responsible for expenses related to archeological monitoring or handling of items that result from a negligent or malicious act on behalf of the contractor or sub-contractors.

5.3 Additional Information to be provided by Town, if any, is listed in the Special Provisions and also include the following:

## **ARTICLE 6 - CONTRACT TIME**

### 6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the IFB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is 300 calendar days from the issuance of the NTP. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

### 6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: TBD calendar days from the issuance of the NTP.

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

### 6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:



\$(to be added by PM if applicable) per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$(to be added by PM, if applicable) per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Contract. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to Town in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to Town by Contractor.

## **ARTICLE 7 - CONTRACT PRICE**

### 7.1 Contract Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$10,186,096.26.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

## **ARTICLE 8 – PAYMENT**

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

## **ARTICLE 9 – CHANGES TO THE CONTRACT**

Changes to the Contract may be made only in strict accordance with Section 9 of the General Conditions.

## **ARTICLE 10 – SUSPENSION AND TERMINATION**

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.



**ARTICLE 11 – INSURANCE AND BONDS**

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the IFB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town when required and in accordance with Section 4.2 hereof prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions, Section 4.2 hereof, and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

**ARTICLE 12 – INDEMNIFICATION**

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

**ARTICLE 13 - DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

**ARTICLE 14 – MISCELLANEOUS PROVISIONS**

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

**TOWN OF QUEEN CREEK:**

**CONTRACTOR: DCS Contracting Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

**ATTEST:**

Its: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

**REVIEWED AS TO FORM:**

\_\_\_\_\_  
Town Attorney

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)





## GENERAL CONDITIONS OF CONTRACT

**These terms will be the General Conditions for any Contract entered into as a result of the IFB and are incorporated therein and shall be fully binding upon the Bidder/Contractor**

The Town has adopted General Conditions which encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of the General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CMAR), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC). Sections 15 through 17 of the General Conditions apply to specific types of contract, and where applicable, their application is referenced in the contract. The current edition of the General Conditions can be found on the Queen Creek Website at: <http://www.queencreek.org/departments/finance-/procurement/bids-rfqs>. Town operates under the latest revision of the MAG Specifications as amended by Town. Town's current effective amendment to the MAG Specifications, if any, may be downloaded from Town's Web site. Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1<sup>st</sup> Avenue, Suite 300, Phoenix, Arizona and may also be downloaded at their Web site: <http://www.mag.maricopa.gov/> under "Publications." The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract



## INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

<b>Employer's Liability</b>	\$500,000-\$1,000,000
<b>Contractors General Liability</b>	
a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000
<b>Automobile Liability</b>	
a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000
<b>Contractual Liability</b>	
a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
<b>Workman's Compensation</b>	
a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000



#### 4. **Additional Provisions:**

- A. **Additional Insured:** Contractor shall name the Town of Queen Creek as an “Additional Insured” on all insurance policies, except Worker’s Compensation, and this fact and the project name and number shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors’ required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Queen Creek.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Contractor must have no less than an “A” rating in accordance with the A.M. Best rating guide.
- E. **Deductible:** Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. **Rental Equipment:** In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. **Personal Property:** In the event that materials or any other type of personal property (Personal Property) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain “all risk” insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. **Waiver of Subrogation:** Town and Contractor waive all rights against each other, Project Manager (if not an employee of Town) and Design Professional, and separate contractors for damages caused by fire or other perils covered by Builder’s Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. **Right to Require Higher Limits:** Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town’s opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
  - i. **Waiver of Requirements:** The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.



## **SPECIAL PROVISIONS LIST**

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below.

### **Attachment I - Special Provisions and Technical Specifications**

#### **Plan Sets**

- Attachment II - A0306 Plan Set**
- Attachment IIIA – TT0538 Plan Set**
- Attachment IIIB – TT0538 Plan Set**
- Attachment IIIC – TT0538 Plan Set**
- Attachment IV – WA067 & WW060 Plan Set**



**BID SCHEDULE**

**See Attachment III – Bid Schedule**

**Attachment: a. DCS Contract (DCS - Riggs Rd Construction)**

Revised BID SCHEDULE

**BID OPENING DATE: MARCH 20, 2018**  
**PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (MCDOT)**  
**BID VERSION: Released March 13, 2018 - Addenda 4**

Item No.	Description	QTY	Unit	Unit Price	Extended Price
105.80000	Construction Survey, Staking and Record Drawings	1	LS	\$ 87,000 <sup>-</sup>	\$ 87,000 <sup>-</sup>
107.01000	AZPDES and Other Permitting	1	LS	\$ 29,000 <sup>-</sup>	\$ 29,000 <sup>-</sup>
107.01500	Compliance w/Maricopa County MS4 Stormwater	1	LS	\$ 29,000 <sup>-</sup>	\$ 29,000 <sup>-</sup>
107.02010	Environmental Mitigation Compliance	1	LS	\$ 10,000 <sup>-</sup>	\$ 10,000 <sup>-</sup>
107.02025	Asbestos Pipe Mitigation Compliance	100	LF	\$ 20 <sup>-</sup>	\$ 2,000 <sup>-</sup>
109.05000	Insurance	1	LS	\$ 50,000 <sup>-</sup>	\$ 50,000 <sup>-</sup>
109.07000	Bonds	1	LS	\$ 68,000 <sup>-</sup>	\$ 68,000 <sup>-</sup>
109.10000	Mobilization/Demobilization - Phase 1	1	LS	\$ 390,000.00	\$ 390,000.00
109.10200	Mobilization/Demobilization - Phase 2 (Contingent)	1	LS	\$ 15,000 <sup>-</sup>	\$ 15,000 <sup>-</sup>
109.21000	Allowance For Extra Work - CIP	1	AL	\$200,000.00	\$200,000.00
109.40110	Allowance For Traffic Control	1	AL	\$100,000.00	\$100,000.00
109.40120	Allowance for Off-Duty Officer	1	AL	\$100,000.00	\$100,000.00
109.40130	Allowance for Railroad Flagman	1	AL	\$100,000.00	\$100,000.00
201.50000	Clearing & Grubbing	1	LS	\$ 25,000.00	\$ 25,000.00
205.81000	Roadway Excavation	12,469	CY	\$ 5.00	\$ 62,345.00
210.20000	Borrow Excavation (Imported)	9,640	CY	\$ 2.00	\$ 19,280.00
215.80000	Earthwork for Open Channels (Retention Basin)	27,736	CY	\$ 4.60	\$ 127,585.60
220.51300	Riprap Construction, Dumped - Angular D <sub>50</sub> =6"	1,000	CY	\$ 85.00	\$ 85,000.00
220.51500	Riprap Construction, Dumped - Angular D <sub>50</sub> =12"	10	CY	\$ 199.00	\$ 1,990.00
301.20000	Subgrade Preparation	91,764	SY	\$ 2.70	\$ 247,762.80
309.40100	Lime Slurry w/Fly Ash Stabilization, 6" Depth	75,999	SY	\$ 4.80	\$ 364,795.20
310.20400	Aggregate Base Course - 4" Thick	76,417	SY	\$ 3.00	\$ 229,251.00
310.20600	Aggregate Base Course - 6" Thick	2,681	SY	\$ 6.50	\$ 17,426.50
321.81015	Asphalt Concrete Pavement - A 1/2" Mix 1.5" Thick	18,212	SY	\$ 5.65	\$ 102,997.80

TT0538 Riggs Road Improvements - Crismon Road to Meridian Road (MCDOT)  
 IFB No. 18-011

Bid Schedule  
 1

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (MCDOT)

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
321.83025	Asphalt Concrete Pavement - A 3/4" Mix 2.5" Thick	2,681	SY	\$ 11.45	\$ 30,647.45
321.83030	Asphalt Concrete Pavement - A 3/4" Mix 3" Thick (2-Lifts)	151,997	SY	\$ 10.55	\$ 1,603,568.35
321.89000	Asphalt Concrete Pavement - Safety Edge	1,206	LF	\$ 3.40	\$ 4,100.40
325.71015	Asphalt Rubber Asphalt Concrete Pavement 1.5" Thick	57,786	SY	\$ 7.80	\$ 450,730.82
329.30000	Bituminous Tack Coat SS-1h, Diluted	45	TN	\$ 690.00	\$ 31,050.00
340.10130	Concrete Curb & Gutter, MAG Std. Det. 220-1, Type A H=6"	14,838	LF	\$ 9.00	\$ 133,542.00
340.11100	Concrete Mountable Curb & Gutter, MAG Std. Det. 220, Type E	64	LF	\$ 15.00	\$ 960.00
340.11200	Concrete Mountable Curb & Gutter, MAG Std. Det. 220, Type F	256	LF	\$ 15.00	\$ 3,840.00
340.14100	Concrete Single Curb, MAG Std. Det. 222, Type A	11,617	LF	\$ 7.50	\$ 87,127.50
340.33520	Concrete 35' Return 2-Radial Ramp, Det. 2031	4	EA	\$ 3,000.00	\$ 12,000.00
340.48200	Concrete Sidewalk, 6' Wide, MAG Std. Det. 230	66,893	SF	\$ 2.30	\$ 153,853.90
340.48310	Concrete Sidewalk, MAG Std. Det. 230, 9" Thick for Driveways	168	SF	\$ 4.40	\$ 739.20
340.51200	Concrete Driveway Entrance, MAG Std. Det. 250-1, (Commercial/Industrial)	1,962	SF	\$ 7.00	\$ 13,734.00
340.52200	Concrete Driveway Entrance, MAG Std. Det. 250-2, (Commercial/Industrial)	366	SF	\$ 7.00	\$ 2,562.00
340.53200	Concrete Driveway Return, Det. 2036 (Commercial/Industrial)	2,733	SF	\$ 7.00	\$ 19,131.00
340.70000	Concrete Median Paving, 4" Thick	75	SF	\$ 7.40	\$ 555.00
342.31300	Decorative Concrete Paving Stone	1,519	SF	\$ 5.70	\$ 8,658.30
345.31000	Adjust Frame and Covers, MAG Std. Det. 391-1, Type A	16	EA	\$ 340.00	\$ 5,440.00
350.40200	Remove Existing Pavement	1,149	SY	\$ 6.00	\$ 6,894.00
350.40400	Remove Existing Bollard	6	EA	\$ 50.00	\$ 300.00
350.42010	Remove Existing Concrete Barrier	5	EA	\$ 400.00	\$ 2,000.00
350.42300	Remove Existing Concrete Ditch Lining	11,634	LF	\$ 2.40	\$ 27,921.60
350.42500	Remove Existing Concrete Foundation	1	EA	\$ 340.00	\$ 340.00

TT0538 Riggs Road Improvements - Crismon Road to Meridian Road (MCDOT)

Bid Schedule

2

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (MCDOT)

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
350.42700	Remove Existing Concrete Headwall	11	EA	\$ 250.00	\$ 2,750.00
350.43200	Remove Existing Concrete Single Curb	50	LF	\$ 8.00	\$ 400.00
350.43600	Remove Existing Electrical Cabinet	3	EA	\$ 600.00	\$ 1,800.00
350.43720	Remove Existing Chain Link Fence	315	LF	\$ 4.00	\$ 1,260.00
350.43760	Remove Existing Woven Wire Fence	750	LF	\$ 4.00	\$ 3,000.00
350.43910	Remove Existing Gate - Double	4	EA	\$ 250.00	\$ 1,000.00
350.44130	Remove Existing Irrigation Structure	2	EA	\$ 1,200.00	\$ 2,400.00
350.44600	Remove Existing Raised Pavement Marker	120	EA	\$ 1.50	\$ 180.00
350.45200	Remove Existing Tree, (Greater Than 12")	19	EA	\$ 730.00	\$ 13,870.00
350.50110	Remove Existing Pipe, Backfill & Compact, Depth = Less than 30"	865	LF	\$ 10.00	\$ 8,650.00
350.56500	Remove and Salvage Existing Pull Box	5	EA	\$ 400.00	\$ 2,000.00
350.56600	Remove and Salvage Existing Sign and Post	4	EA	\$ 800.00	\$ 3,200.00
350.56730	Remove and Salvage Existing Traffic Signal Equipment	8	EA	\$ 280.00	\$ 2,240.00
350.56720	Remove and Salvage Existing Traffic Signal Pole	4	EA	\$ 675.00	\$ 2,700.00
350.56730	Remove and Salvage Existing Traffic Signal Mast Arm	3	EA	\$ 115.00	\$ 345.00
405.31000	Survey Marker, MAG Std. Det. 120, Type A	4	EA	\$ 350.00	\$ 1,400.00
405.32000	Survey Marker, MAG Std. Det. 120, Type B	18	EA	\$ 140.00	\$ 2,520.00
420.31400	Chain Link Fence 6', MAG Std. Det. 160, w/16-foot double gate	118	LF	\$ 47.00	\$ 5,546.00
420.37000	Woven Wire Fence, ADOT Std. Det. C-12.10	750	LF	\$ 5.00	\$ 3,750.00
430.41010	Decomposed Granite - 1/2" Screened, (2" Thick)	14,419	SF	\$ 0.80	\$ 11,535.20
460.11000	Obliterate Existing Striping	9,000	LF	\$ 0.50	\$ 4,500.00
461.10100	Paint Traffic Stripe - White 4"	40,761	LF	\$ 0.12	\$ 4,891.32
461.10200	Paint Traffic Stripe - Yellow 4"	32,595	LF	\$ 0.12	\$ 3,911.40
461.11000	Paint Median Nose	3	EA	\$ 87.00	\$ 261.00

TT0538 Riggs Road Improvements - Crismon Road to Meridian Road (MCDOT)

IFB No. 18-011

Bid Schedule

3

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)



Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018  
 PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (MCDOT)  
 BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
461.12200	Paint Symbol (Arrow)	20	EA	\$ 58.00	\$ 1,160.00
461.12300	Paint Symbol (Bike Lane)	9	EA	\$ 63.00	\$ 567.00
461.12500	Paint Symbol (RR Crossing)	5	EA	\$ 138.00	\$ 690.00
462.11000	Thermoplastic Traffic Stripe - White 4"	40,761	LF	\$ 0.40	\$ 16,304.40
462.21000	Thermoplastic Traffic Stripe - Yellow 4"	32,595	LF	\$ 0.40	\$ 13,038.00
462.32000	Thermoplastic Arrow	20	EA	\$ 133.00	\$ 2,660.00
462.33000	Thermoplastic Bike Lane Symbol	9	EA	\$ 173.00	\$ 1,557.00
462.34000	Thermoplastic RR Crossing	5	EA	\$ 490.00	\$ 2,450.00
463.12000	ReflectORIZED Raised Pavement Marker - Type BB (Blue, 2-Way)	17	EA	\$ 3.00	\$ 51.00
463.14000	ReflectORIZED Raised Pavement Marker - Type D (Yellow, 2-Way)	1,811	EA	\$ 3.00	\$ 5,433.00
463.15000	ReflectORIZED Raised Pavement Marker - Type G (Clear, 1-Way)	601	EA	\$ 3.00	\$ 1,803.00
465.10100	Flat Sheet Aluminum Sign Panel, High Intensity Grade	284	SF	\$ 21.00	\$ 5,964.00
465.10200	Flat Sheet Aluminum Sign Panel, Diamond Grade	34	SF	\$ 23.00	\$ 782.00
465.12000	Perforated Sign Post (2S)	514	LF	\$ 9.20	\$ 4,728.00
465.31000	Sign Post Foundation	41	EA	\$ 109.00	\$ 4,469.00
471.10210	Electrical Conduit - Schedule 40 PVC-2" (Trench)	50	LF	\$ 14.50	\$ 725.00
471.10310	Electrical Conduit - Schedule 40 PVC-2 1/2" (Trench)	10	LF	\$ 24.50	\$ 245.00
471.10410	Electrical Conduit - Schedule 40 PVC-3" (Trench)	1,305	LF	\$ 9.15	\$ 11,940.75
471.10420	Electrical Conduit - Schedule 40 PVC-3" (Directional Bore)	580	LF	\$ 32.30	\$ 18,734.00
471.20200	Electrical Conduit - Schedule 40 PVC - 2-3" (ITS Conduit)	1,540	LF	\$ 18.50	\$ 28,490.00
471.70210	Pull Box No. 7	5	EA	\$ 624.00	\$ 3,120.00
471.70220	Pull Box No. 7 w/ Extensions	1	EA	\$ 790.00	\$ 790.00
471.70230	Pull Box No. 7 w/ Extensions (ITS)	2	EA	\$ 790.00	\$ 1,580.00
471.70300	Pull Box No. 9	4	EA	\$ 4,300.00	\$ 17,200.00

TT0538 Riggs Road Improvements - Crismon Road to Meridian Road (MCDOT)  
 IFB No. 18-011

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Bid Schedule  
 4

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (MCDOT)

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
472.20100	Pole Foundation, Type A, Det. 4720	4	EA	\$ 1090 -	\$ 2760 -
472.20800	Pole Foundation, Type R	4	EA	\$ 2400 -	\$ 9600 -
472.50000	Control Cabinet Foundation, Type IV	1	EA	\$ 1000 -	\$ 1000 -
474.20140	Traffic Signal Pole, Type A 16'	4	EA	\$ 940 -	\$ 3760 -
474.20600	Traffic Signal Pole, Type R	4	EA	\$ 5200 -	\$ 20,800 -
474.30450	Mast Arm, 45 FT	1	EA	\$ 2300 -	\$ 2300 -
474.30500	Mast Arm, 50 FT	2	EA	\$ 2500 -	\$ 5000 -
474.30550	Mast Arm, 55 FT	1	EA	\$ 3500 -	\$ 3500 -
475.11000	Meter Pedestal Cabinet/BBS and Foundation	1	EA	\$ 10,000 -	\$ 10,000 -
475.20000	Controller Cabinet Assembly (TS2 Plug and Go)	1	EA	\$ 45,000 -	\$ 45,000 -
476.10200	Pedestrian Push Button w/Sign	8	EA	\$ 350 -	\$ 2800 -
476.20000	Traffic Signal Indication Face, Pedestrian Man/Hand w/Countdown	8	EA	\$ 460 -	\$ 3680 -
476.20100	Traffic Signal Indication Face - Type F	12	EA	\$ 585 -	\$ 7020 -
476.20200	Traffic Signal Indication Face - Type Q	1	EA	\$ 1000 -	\$ 1000 -
476.20300	Traffic Signal Indication Face - Type R	8	EA	\$ 680 -	\$ 5440 -
476.30100	Traffic Signal Mounting Assembly (Type II)	13	EA	\$ 117 -	\$ 1521 -
476.30500	Traffic Signal Mounting Assembly (Type VII)	4	EA	\$ 500 -	\$ 2000 -
476.30600	Traffic Signal Mounting Assembly (Type XI)	8	EA	\$ 190 -	\$ 1520 -
476.40100	Emergency Pre-Emption System	4	EA	\$ 2200 -	\$ 8800 -
477.30110	Luminaire, GE Evolved LED	4	EA	\$ 700 -	\$ 2800 -
477.60300	Luminaire Mast Arm 20'	4	EA	\$ 800 -	\$ 3200 -
477.90000	Illuminated Street Name Sign	4	EA	\$ 6000 -	\$ 24,000 -
478.10000	Electrical Conductors	1	LS	\$ 16,000 -	\$ 16,000 -
478.50000	Traffic Signal Electrical Service Conduit	1	LS	\$ 1500 -	\$ 1500 -

TT0538 Riggs Road Improvements - Crismon Road to Meridian Road (MCDOT)

IFB No. 18-011

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Bid Schedule

5

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (MCDOT)

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
483.10100	CCTV Camera Assembly	1	EA	\$ 5900 -	\$ 5900 -
485.10000	Video Detection 5 Camera Systems (4 Installed and 1 Spare Camera)	1	EA	\$ 45000 -	\$ 45000 -
486.10000	Field Hardened Ethernet Switch	1	EA	\$ 2200 -	\$ 2200 -
486.20000	Wireless Radio / Antenna System	2	EA	\$ 3300 -	\$ 6600 -
486.95000	Gator Patch	1	EA	\$ 1300 -	\$ 1300 -
505.42100	Catch Basin, COP Std. Det. P1569-1, Type M-1, L=17'	2	EA	\$ 5,800.00	\$ 11,600.00
505.46620	Catch Basin, MAG Std. Det. 537, Type G, Double	1	EA	\$ 2,500.00	\$ 2,500.00
505.52130	Concrete Scupper & Spillway, MAG. Std. Det. 206, Curb Opening 3-4'	4	EA	\$ 4,500.00	\$ 18,000.00
505.52140	Concrete Scupper & Spillway, MAG. Std. Det. 206, Curb Opening 4-4'	25	EA	\$ 5,500.00	\$ 137,500.00
505.64220	Concrete Headwall, MAG Std. Det. 501, Type U, 18" Pipe	7	EA	\$ 1,200.00	\$ 8,400.00
505.64240	Concrete Headwall, MAG Std. Det. 501, Type U, 30" Pipe	2	EA	\$ 1,400.00	\$ 2,800.00
505.65410	Concrete Headwall, MAG Std. Det. 501-4, 18" Pipe	3	EA	\$ 2,800.00	\$ 8,400.00
505.75100	Well Diversion Structure, Detail ID5	4	EA	\$ 16,100.00	\$ 64,400.00
505.75210	Irrigation Diversion Structure, Detail ID6	1	EA	\$ 26,100.00	\$ 26,100.00
505.75310	Irrigation Inlet Structure	1	EA	\$ 9,600.00	\$ 9,600.00
505.75410	Irrigation 5-Sided Standbox Structure	1	EA	\$ 16,000.00	\$ 16,000.00
505.75510	Irrigation Flow Measurement Structure	1	EA	\$ 13,000.00	\$ 13,000.00
523.15100	Irrigation Headwall w/Trash Rack, Detail ID2	14	EA	\$ 4,000.00	\$ 56,000.00
523.15200	Irrigation Headwall w/Trash Rack, Detail ID3	2	EA	\$ 3,800.00	\$ 7,600.00
523.21000	Irrigation Gate Structure w/Crank (Fullerform)	8	EA	\$ 1,000.00	\$ 8,000.00
523.22000	Irrigation Jack Gate CG-12-22 (Fullerform)	2	EA	\$ 2,900.00	\$ 5,800.00
523.30110	Irrigation Valve, Detail ID8	49	EA	\$ 800.00	\$ 39,200.00
610.41010	Concrete Encasement w/Reinforcement, MAG Std. Det.404	44	LF	\$ 71.00	\$ 3,124.00
615.24050	PVC, 18" Pipe (SDR-51)	3,353	LF	\$ 32.00	\$ 107,296.00

64,400.00  
MCEP

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (MCDOT)

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
618.12030	Concrete Pipe Collar, MAG Std. Det. 505, 18" Pipe	1	EA	\$ 430.00	\$ 430.00
618.12040	Concrete Pipe Collar, MAG Std. Det. 505, 24" Pipe	2	EA	\$ 515.00	\$ 1030.00
618.12050	Concrete Pipe Collar, MAG Std. Det. 505, 30" Pipe	1	EA	\$ 550.00	\$ 550.00
618.21140	RGRCP, Class III Pipe - 24"	397	LF	\$ 56.00	\$ 22,232.00
618.21160	RGRCP, Class III Pipe - 30"	295	LF	\$ 89.00	\$ 26,255.00
618.22130	RGRCP, Class IV Pipe - 18"	1,510	LF	\$ 49.00	\$ 73,990.00
618.23140	RGRCP, Class V Pipe - 24"	836	LF	\$ 76.00	\$ 63,536.00
625.51100	Irrigation Manhole, Detail ID4	4	EA	\$ 5,700.00	\$ 22,800.00
636.31011	Irrigation Ditch, Concrete Lined w/1' Bottom	7,856	LF	\$ 57.00	\$ 447,792.00
<b>TT0538 Riggs Road Improvement (MCDOT) Subtotal:</b>				<b>\$ 7,141,371</b>	

*Handwritten:* \$6,723,607.27 ~~1111~~

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018  
 PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (Pinal County)  
 BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
109.21000	Allowance For Extra Work - CIP	1	AL	\$40,000.00	\$40,000.00
205.81000	Roadway Excavation	2,250	CY	\$ 10.50	\$ 23,625.00
211.60000	Fill Construction	783	CY	\$ 12.50	\$ 9,787.50
220.51300	Riprap Construction, Dumped - Angular D <sub>50</sub> =6"	6	CY	\$ 61.00	\$ 366.00
301.20000	Subgrade Preparation	6,160	SY	\$ 5.10	\$ 31,416.00
309.40100	Lime Slurry w/Fly Ash Stabilization, 6" Depth	6,160	SY	\$ 4.35	\$ 26,996.00
310.20400	Aggregate Base Course - 4" Thick	6,160	SY	\$ 4.86	\$ 29,937.60
321.83030	Asphalt Concrete Pavement - A 3/4" Mix 3" Thick (2-Lifts)	12,320	SY	\$ 11.10	\$ 136,752.00
321.89000	Asphalt Concrete Pavement - Safety Edge	590	LF	\$ 3.50	\$ 2,065.00
325.71015	Asphalt Rubber Asphalt Concrete Pavement 1.5" Thick	6,160	SY	\$ 7.90	\$ 48,664.00
329.30000	Bituminous Tack Coat SS-1h, Diluted	4	TN	\$ 650.00	\$ 2,600.00
340.10130	Concrete Curb & Gutter, MAG Std. Det. 220-1, Type A H=6"	675	LF	\$ 12.50	\$ 8,437.50
340.14100	Concrete Single Curb, MAG Std. Det. 222, Type A	941	LF	\$ 9.40	\$ 8,845.40
340.48200	Concrete Sidewalk, 6' Wide, MAG Std. Det. 230	3,466	SF	\$ 3.00	\$ 10,398.00
340.70000	Concrete Median Paving, 4" Thick	36	SF	\$ 7.50	\$ 270.00
340.90010	Detectable Warning, Neenah R-4984	4	EA	\$ 359.87	\$ 1,439.48
342.31300	Decorative Concrete Paving Stone	2,585	SF	\$ 6.00	\$ 15,510.00
345.51000	Adjust Frame and Covers, MAG Std. Det. 422	2	EA	\$ 400.00	\$ 800.00
350.42300	Remove Existing Concrete Ditch Lining	310	LF	\$ 5.00	\$ 1,550.00
350.44600	Remove Existing Raised Pavement Marker	65	EA	\$ 1.50	\$ 97.50
350.56600	Remove and Salvage Existing Sign and Post	1	EA	\$ 150.00	\$ 150.00
405.32000	Survey Marker, MAG Std. Det. 120, Type B	1	EA	\$ 220.00	\$ 220.00
430.41010	Decomposed Granite - 1/2" Screened, (2" Thick)	379	SF	\$ 0.65	\$ 246.35
460.11000	Obliterate Existing Striping	5,200	LF	\$ 0.48	\$ 2,496.00

TT0538 Riggs Road Improvements - Crismon Road to Meridian Road (Pinal County)  
 IFB No. 18-011

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Bid Schedule  
 8

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: TT538 Riggs Road Improvement - Crismon Road to Meridian Road (Pinal County)

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
460.12000	Obliterate Existing Symbol	4	EA	\$ 56.00	\$ 224.00
461.10100	Paint Traffic Stripe - White 4"	3,370	LF	\$ 0.11	\$ 370.70
461.10200	Paint Traffic Stripe - Yellow 4"	3,468	LF	\$ 0.11	\$ 381.48
461.11000	Paint Median Nose	1	LF	\$ 84.48	\$ 84.48
461.12200	Paint Symbol (Arrow)	2	EA	\$ 56.32	\$ 112.64
461.12300	Paint Symbol (Bike Lane)	1	EA	\$ 61.95	\$ 61.95
462.11000	Thermoplastic Traffic Stripe - White 4"	3,370	LF	\$ 0.38	\$ 1,280.60
462.21000	Thermoplastic Traffic Stripe - Yellow 4"	3,468	LF	\$ 0.38	\$ 1,317.84
462.32000	Thermoplastic Arrow	2	EA	\$ 129.54	\$ 259.08
462.33000	Thermoplastic Bike Lane Symbol	1	EA	\$ 68.96	\$ 68.96
463.14000	ReflectORIZED Raised Pavement Marker - Type D (Yellow, 2-Way)	124	EA	\$ 2.99	\$ 370.76
463.15000	ReflectORIZED Raised Pavement Marker - Type G (Clear, 1-Way)	63	EA	\$ 2.99	\$ 188.37
465.10100	Flat Sheet Aluminum Sign Panel, High Intensity Grade	43	SF	\$ 20.28	\$ 872.04
465.12000	Perforated Sign Post (2S)	50	LF	\$ 8.96	\$ 448.00
465.31000	Sign Post Foundation	6	EA	\$ 107.01	\$ 642.06
471.20200	Electrical Conduit - Schedule 40 PVC - 2-3" (ITS Conduit)	415	LF	\$ 19.15	\$ 7,947.25
471.70210	Pull Box No. 7	1	EA	\$ 630.80	\$ 630.80
505.42100	Catch Basin, COP Std. Det. P1569-1, Type M-1, L=17'	1	EA	\$ 5,700.00	\$ 5,700.00
505.64220	Concrete Headwall, MAG Std. Det. 501, Type U, 18" Pipe	1	EA	\$ 1,200.00	\$ 1,200.00
523.21000	Irrigation Gate Structure w/Crank (Fullerform)	1	EA	\$ 1,000.00	\$ 1,000.00
618.22130	RGRCP, Class IV Pipe - 18"	56	LF	\$ 50.00	\$ 2,800.00
636.31010	Irrigation Ditch, Concrete Lined w/1' Bottom	41	LF	\$ 80.00	\$ 3,280.00
<b>TT0538 Riggs Road Improvement (Pinal) Subtotal:</b>				<b>\$</b>	<b>438,717</b>

\$ 438,717  
\$ 1,348,90.34 MIP

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018  
 PROJECT: TT0538 Landscape Improvement Riggs Road  
 BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
109.21000	Allowance For Extra Work - CIP	1	AL	\$50,000.00	\$50,000.00
220.53610	River Rock Placed. 4" to 6"	126	CY	\$ 90.00	\$ 11,340.00
221.12000	Gabion Wall	415	LF	\$ 54.00	\$ 22,410.00
430.20000	Landscape Grading	1	LS	\$ 1,000.00	\$ 1,000.00
430.44010	Decomposed Granite - 3/4" Screened - (2" Thick)	200	SY	\$ 13.00	\$ 2,600.00
430.50124	Tree - 24" Box	13	EA	\$ 597.00	\$ 7,761.00
430.50305	Shrub - 5 gal.	39	EA	\$ 27.00	\$ 1,053.00
430.52010	Turf Restoration - Sod	1	LS	\$ 1,860.00	\$ 1,860.00
430.90001	Landscape Establishment	1	LS	\$ 5,200.00	\$ 5,200.00
440.60030	Pipe - PVC - Schedule 40 - 1"	75	EA	\$ 4.50	\$ 337.50
440.72260	Emitter Assembly - Six Outlet	27	EA	\$ 40.50	\$ 1,093.50
440.72310	Pipe, Drip Tubing, Irrigation Laterals	505	LF	\$ 2.05	\$ 1,035.25
440.72500	Drip Control Zone	3	EA	\$ 788.00	\$ 2,364.00
440.77310	Gate Valve 1", Irrigation Isolation Valve	1	EA	\$ 580.00	\$ 580.00
<b>TT0538 Landscape Improvement Subtotal:</b>				<b>\$</b>	<b>108,034.25</b>

TT0538 Riggs Road Landscape Improvements  
 IFB No. 18-011

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Bid Schedule  
 10

6.E.a

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018  
 PROJECT: A0306 Rittenhouse Road - Riggs Road to Alliance Lumber Railroad Spur  
 BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
105.80000	Construction Survey, Staking and Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00
109.10000	Mobilization/Demobilization - Phase 1	1	LS	\$ 0,000.00	\$ 0,000.00
109.21000	Allowance For Extra Work - CIP	1	AL	\$150,000.00	\$150,000.00
109.40110	Allowance For Traffic Control	1	AL	\$80,000.00	\$80,000.00
109.40120	Allowance for Off-Duty Officer	1	AL	\$15,000.00	\$15,000.00
109.40130	Allowance for Railroad Flagman	1	AL	\$5,000.00	\$5,000.00
201.50000	Clearing & Grubbing	1	LS	\$ 9,000.00	\$ 9,000.00
210.20000	Borrow Excavation (Imported)	3,365	CY	\$ 18.65	\$ 62,757.25
220.51300	Riprap Construction, Dumped - Angular D <sub>50</sub> =6"	6	CY	\$ 85.00	\$ 510.00
301.20000	Subgrade Preparation	10,461	SY	\$ 6.30	\$ 65,904.30
309.40000	Lime Stabilization	9,960	SY	\$ 3.60	\$ 35,856.00
310.20400	Aggregate Base Course - 4" Thick	9,960	SY	\$ 3.50	\$ 34,860.00
321.83020	Asphalt Concrete Pavement - A 3/4" Mix 2" Thick (2-Lifts)	7,598	SY	\$ 7.60	\$ 57,744.80
321.83030	Asphalt Concrete Pavement - A 3/4" Mix 3" Thick (2-Lifts)	19,920	SY	\$ 11.00	\$ 219,120.00
325.71015	Asphalt Rubber Asphalt Concrete Pavement 1.5" Thick	9,960	SY	\$ 7.80	\$ 77,688.00
329.30000	Bituminous Tack Coat SS-1h, Diluted	10	TN	\$ 370.00	\$ 3,700.00
336.21000	Sawcut Asphalt Concrete Pavement	131	LF	\$ 2.50	\$ 327.50
340.10130	Concrete Curb & Gutter, MAG Std. Det. 220-1, Type A H=6"	3,918	LF	\$ 11.00	\$ 43,098.00
340.20200	Concrete Curb Termination, Det. Per Plan	3	EA	\$ 60.00	\$ 180.00
340.30170	Concrete Curb Ramp w/Detectable Warning MAG Std. Det. 237-1	4	EA	\$ 2,000.00	\$ 8,000.00
340.48200	Concrete Sidewalk, 6' Wide, MAG Std. Det. 230	7,100	SF	\$ 2.90	\$ 20,590.00
340.61100	Concrete Valley Gutter and Apron, MAG Det. 240	1,803	SF	\$ 8.00	\$ 14,424.00
340.71000	Concrete Median Nose Transition, MAG Std. Det. 223	172	SF	\$ 8.40	\$ 1,444.80
350.30300	Abandon Water Main	1	LS	\$ 5,000.00	\$ 5,000.00

A0306 Rittenhouse Road - Riggs Road to Alliance Lumber RR Spur  
 IFB No. 18-011

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Bid Schedule  
 11



Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: A0306 Rittenhouse Road - Riggs Road to Alliance Lumber Railroad Spur

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
350.31200	Cut and Plug Existing Water Main	2	EA	\$ 900.00	\$ 1,800.00
350.33310	Relocate Existing Water Meter	1	EA	\$ 865.00	\$ 865.00
350.40100	Remove Existing Asphalt	4,341	SY	\$ 5.00	\$ 21,705.00
350.43810	Remove Existing Fire Hydrant Assembly	1	EA	\$ 870.00	\$ 870.00
350.54020	Remove Existing Water Valve	1	EA	\$ 900.00	\$ 900.00
350.56600	Remove and Salvage Existing Sign and Post	5	EA	\$ 90.00	\$ 450.00
401.21020	Barricade, MAG Std. Det. 130, Type B	28	LF	\$ 56.00	\$ 1,568.00
405.32000	Survey Marker, MAG Std. Det. 120, Type B	2	EA	\$ 135.00	\$ 270.00
440.62050	Sleeve - Pipe- PVC Schedule 40 - 6"	174	LF	\$ 9.85	\$ 1,713.90
461.10100	Paint Traffic Stripe - White 4"	6,560	LF	\$ 0.11	\$ 721.60
461.10200	Paint Traffic Stripe - Yellow 4"	2,355	LF	\$ 0.11	\$ 259.05
461.11000	Paint Median Nose	4	EA	\$ 85.00	\$ 340.00
462.11000	Thermoplastic Traffic Stripe - White 4"	245	LF	\$ 0.39	\$ 95.55
462.12000	Thermoplastic Traffic Stripe - White 6"	2,010	LF	\$ 0.58	\$ 1,165.80
462.13000	Thermoplastic Traffic Stripe - White 8"	825	LF	\$ 0.77	\$ 635.25
462.14000	Thermoplastic Traffic Stripe - White 12"	550	LF	\$ 1.16	\$ 638.00
462.21000	Thermoplastic Traffic Stripe - Yellow 4"	2,355	LF	\$ 0.39	\$ 918.45
462.32000	Thermoplastic Arrow	10	EA	\$ 130.00	\$ 1,300.00
462.33000	Thermoplastic Bike Lane Symbol	1	EA	\$ 170.00	\$ 170.00
462.34000	Thermoplastic RR Crossing	1	EA	\$ 483.00	\$ 483.00
463.12000	ReflectORIZED Raised Pavement Marker - Type BB (Blue, 2-Way)	1	EA	\$ 3.00	\$ 3.00
463.14000	ReflectORIZED Raised Pavement Marker - Type D (Yellow, 2-Way)	118	EA	\$ 3.00	\$ 354.00
463.15000	ReflectORIZED Raised Pavement Marker - Type G (Clear, 1-Way)	67	EA	\$ 3.00	\$ 201.00
465.10100	Flat Sheet Aluminum Sign Panel, High Intensity Grade	83	SF	\$ 20.50	\$ 1,701.50

A0306 Rittenhouse Road - Riggs Road to Alliance Lumber RR Spur  
IFB No. 18-011

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Bid Schedule  
12

## Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: A0306 Rittenhouse Road - Riggs Road to Alliance Lumber Railroad Spur

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
465.10200	Flat Sheet Aluminum Sign Panel, Diamond Grade	17	SF	\$ 22.00	\$ 374.00
465.12000	Perforated Sign Post (2 S)	110	LF	\$ 9.05	\$ 995.50
465.13000	Perforated Sign Post (2 1/2S)	37	LF	\$ 12.45	\$ 460.65
465.14000	Perforated Sign Post (2 1/2T)	76	LF	\$ 14.75	\$ 1,121.00
465.31000	Sign Post Foundation	15	EA	\$ 210.00	\$ 3,150.00
471.10310	Electrical Conduit - Schedule 40 PVC-2 1/2" (Trench)	2,090	LF	\$ 10.80	\$ 22,572.00
471.20200	Electrical Conduit - Schedule 40 PVC - 2-3" (ITS Conduit)	1,439	LF	\$ 16.30	\$ 23,455.70
471.70000	Pull Box, (SRP Light)	13	EA	\$ 400.00	\$ 5,200.00
471.70230	Pull Box No. 7 w/ Extensions (ITS)	3	EA	\$ 800.00	\$ 2,400.00
505.40000	Drywell	2	EA	\$ 12,000.00	\$ 24,000.00
505.46400	Catch Basin, MAG Std. Det. 533, Type D, Sump Single Wing, L=6'	1	EA	\$ 4,600.00	\$ 4,600.00
505.46405	Catch Basin, MAG Std. Det. 533, Type D, Sump Double Wing, L=3'	1	EA	\$ 4,600.00	\$ 4,600.00
505.52130	Concrete Scupper & Spillway, MAG. Std. Det. 206, Curb Opening 3-4'	1	EA	\$ 7,600.00	\$ 7,600.00
610.09000	Fire Hydrants	2	EA	\$ 2,500.00	\$ 5,000.00
610.30510	PVC, DR-18, AWWA C-909 w/Restrained Joints, 6" Pipe (Pipe Only - Furnished by Town of Queen Creek/Contractor Installed)	30	LF	\$ 54.00	\$ 1,620.00
610.30520	PVC, DR-18, AWWA C-909 w/Restrained Joints, 8" Pipe (Pipe Only - Furnished by Town of Queen Creek/Contractor Installed)	171	LF	\$ 24.00	\$ 4,104.00
610.30530	PVC, DR-18, AWWA C-909 w/Restrained Joints, 12" Pipe (Pipe Only - Furnished by Town of Queen Creek/Contractor Installed)	1,270	LF	\$ 22.00	\$ 27,940.00
615.22131	HDPE - 18" Pipe	24	LF	\$ 53.00	\$ 1,272.00
615.22161	HDPE - 36" Pipe	10	LF	\$ 260.00	\$ 2,600.00
618.11010	Pipe Plug, MAG Std. Det. 427, 8" Pipe	2	EA	\$ 400.00	\$ 800.00
618.27010	Prefabricated Tee, Size Per Plans	3	EA	\$ 500.00	\$ 1,500.00
619.40000	StormTech MC-4500 Underground Retention Structure	496	LF	\$ 222.00	\$ 110,112.00
625.32010	Storm Drain Manhole, MAG Std. Det. 520 & 522	2	EA	\$ 2,300.00	\$ 4,600.00

A0306 Rittenhouse Road - Riggs Road to Alliance Lumber RR Spur  
IFB No. 18-011

Bid Schedule

13

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: A0306 Rittenhouse Road - Riggs Road to Alliance Lumber Railroad Spur

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
630.31020	Gate Valve, Box & Cover, TOQC Std. Det. QW301 & QW302, 6"	2	EA	\$ 1,100.00	\$ 2,200.00
630.31030	Gate Valve, Box & Cover, TOQC Std. Det. QW301 & QW302, 8"	3	EA	\$ 1,400.00	\$ 4,200.00
630.31040	Gate Valve, Box & Cover, TOQC Std. Det. QW301 & QW302, 12"	3	EA	\$ 2,300.00	\$ 6,900.00
631.31032	2" Water Service Connection and Meter Box Per TOQC Std. Det. QW403	2	EA	\$ 3,700.00	\$ 7,400.00
632.04000	Blow Off Assembly TOQC Std. Det. QW602 Type B, 2"	2	EA	\$ 800.00	\$ 1,600.00
<b>A0306 Rittenhouse Road Improvement Subtotal:</b>				<b>\$</b>	<b>1,244,709.60</b>

A0306 Rittenhouse Road - Riggs Road to Alliance Lumber RR Spur  
IFB No. 18-011

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Bid Schedule  
14

6.E.a

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: WA067 Water Improvement Riggs Road - Signal Butte Road to Meridian Road

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
105.80000	Construction Survey, Staking and Record Drawings	1	LS	\$ 14,000.00	\$ 14,000.00
109.22000	Allowance For Extra Work - Utilities	1	AL	\$50,000.00	\$50,000.00
109.40110	Allowance For Traffic Control	1	AL	\$25,000.00	\$25,000.00
109.40120	Allowance for Off-Duty Officer	1	AL	\$5,000.00	\$5,000.00
109.40130	Allowance for Railroad Flagman	1	AL	\$5,000.00	\$5,000.00
610.09000	Fire Hydrants, Per TOQC Std. Det. QW201 & QW202	7	EA	\$ 4,000.00	\$ 28,000.00
610.30521	PVC, DR-18, AWWA C-909 w/Restrained Joints, 8" Pipe (Pipe Only - Furnished by Town of Queen Creek/Contractor Installed)	184	LF	<del>\$23</del> 26.00	\$ 4,784.00
610.30531	PVC, DR-18, AWWA C-909 w/Restrained Joints, 12" Pipe (Pipe Only - Furnished by Town of Queen Creek/Contractor Installed)	354	LF	\$ 23.00	\$ 8,142.00
610.30541	PVC, DR-18, AWWA C-909 w/Restrained Joints, 16" Pipe (Pipe Only - Furnished by Town of Queen Creek/Contractor Installed)	6,802	LF	\$ 19.40	\$ 131,958.80
615.22174	HDPE - 20" Pipe, 4710 DR11	596	LF	\$ 90.00	\$ 53,640.00
615.30060	36" Steel Casing Pipe, Install with Jack and Bore Per MAG Spec 602	576	LF	\$ 915.00	\$ 527,040.00
618.11023	Pipe Plug, MJ 12" Pipe	1	EA	\$ 600.00	\$ 600.00
618.11033	Pipe Plug, MJ 16" Pipe	4	EA	\$ 1,200.00	\$ 4,800.00
630.30020	Air/Vacuum Release Valve, 2" Combination	5	EA	\$ 2,200.00	\$ 11,000.00
630.31030	Gate Valve, Box & Cover, TOQC Std. Det. QW301 & QW302, 8"	3	EA	\$ 1,300.00	\$ 3,900.00
630.31040	Gate Valve, Box & Cover, TOQC Std. Det. QW301 & QW302, 12"	2	EA	\$ 2,300.00	\$ 4,600.00
630.31050	Gate Valve, Box & Cover, TOQC Std. Det. QW301 & QW302, 16"	16	EA	\$ 6,300.00	\$ 100,800.00
630.41010	Pressure Reducing Valve & Vault, Per City of Goodyear Std. Det. G-3323 & G-3324	1	EA	\$ 75,000.00	\$ 75,000.00
631.31032	2" Water Service Connection and Meter Box Per TOQC Std. Det. QW403	1	EA	\$ 4,700.00	\$ 4,700.00
632.04000	Blow Off Assembly TOQC Std. Det. QW602 Type B, 2"	1	EA	\$ 870.00	\$ 870.00
635.21030	Vertical Realignment - 12" Waterline	2	EA	\$ 500.00	\$ 10,000.00

WA067 Water Line Improvements - Signal Butte Road to Meridian Road  
IFB No. 18-011

Bid Schedule  
15

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: WA067 Water Improvement Riggs Road - Signal Butte Road to Meridian Road

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
635.21040	Vertical Realignment - 16" Waterline	1	EA	\$ 16,000.00	\$ 16,000.00
<b>WA067 Water Line Improvement Subtotal:</b>				<b>\$ 991,834.80</b>	

*\$ 1,084,834.80*

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: WW060 Sewer Improvement Riggs Road - Signal Butte Road to Meridian Road

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
105.80000	Construction Survey, Staking and Record Drawings	1	LS	\$ 16,000.00	\$ 16,000.00
107.01010	Permits and Fees	1	LS	\$ 6,000.00	\$ 6,000.00
109.22000	Allowance For Extra Work - Utilities	1	AL	\$50,000.00	\$50,000.00
109.40110	Allowance For Traffic Control	1	AL	\$10,000.00	\$10,000.00
109.40120	Allowance for Off-Duty Officer	1	AL	\$5,000.00	\$5,000.00
109.40130	Allowance for Railroad Flagman	1	AL	\$5,000.00	\$5,000.00
615.24021	PVC, 8" Pipe (SDR-35)	499	LF	\$ 90.00	\$ 44,910.00
615.24041	PVC, 12" Pipe (SDR-35)	4,445	LF	\$ 58.00	\$ 257,810.00
615.50020	PVC, 8" Sewer Cleanout, TOQC Det. QS425	7	EA	\$ 650.00	\$ 4,550.00
618.11010	PVC, 8" Sewer Pipe Plug, TOQC Det. QS441	3	EA	\$ 50.00	\$ 150.00
625.31030	Sanitary Sewer Manhole, 5' Dia. Polymer MH 15' Depth. TOQC Det. QS420	10	EA	\$ 16,800.00	\$ 168,000.00
<b>WA060 Sewer Line Improvement Subtotal:</b>				<b>\$ 497,420.00</b>	<b>\$ 1,680,000.00</b>

*\$ 567,420.00 MRB*

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

PROJECT: CP0223 Gas Line Replacement - Meridian and Combs Road - BID ALTERNATE

BID VERSION: Released March 13, 2018 - Addenda 4

Item No.	Description	QTY	Unit	Unit Price	Extended Price
105.80000	Construction Survey, Staking and Record Drawings	1	LS	\$ 11,000.00	\$ 11,000.00
107.01000	Permitting	1	LS	\$ 14,000.00	\$ 14,000.00
109.21000	Allowance For Extra Work - CIP	1	AL	\$20,000.00	\$20,000.00
109.40110	Allowance For Traffic Control	1	AL	\$15,000.00	\$15,000.00
109.40120	Allowance for Off-Duty Officer	1	AL	\$5,000.00	\$5,000.00
109.40130	Allowance for Railroad Flagman	1	AL	\$5,000.00	\$5,000.00
350.30600	Abandon In-Place Existing 2-Inch Steel Gas Pipe, 2-Inch PE Gas Pipe and Gas Valves.	1	LS	24,000.00	24,000.00
336.21100	Sawcut, Remove and Replace Pavement, Per MAG Std. Det. 200-1, Type A	35	SY	65.00	2,275.00
800.10010	Install 4-Inch PE Gas Pipe w/Unscreened Bedding and Shading Material, Per Typ. Gas Main Trench Det.	4,094	LF	54.00	221,076.00
800.10020	Install 4-Inch PE Gas Valve, Valve Box and Cover and Test Lead Per Det. GD-3.8, Install Electronic Marker 12-Inches Below Valve.	7	EA	593.00	4,151.00
800.10030	Insert 4-Inch PE Gas Pipe into 8-Inch Steel Casing. Install Casing, Install Casing Spacers every 8-Foot Minimum.	132	LF	89.00	11,748.00
800.10040	Directional Bore and Install 4-Inch PE Gas Pipe.	302	LF	54.00	16,308.00
800.10050	Jack and Bore and Install 8-Inch Steel Casing. Install End Seals at Casing Ends	132	LF	310.00	40,920.00
800.10060	Install 2-Inch Steel Casing Vent Piping, above ground vents, Anodes and Test Stations	1	LS	5,900.00	5,900.00
800.10070	Install 1-LB Anode on Tracer Wire.	6	EA	237.00	1,422.00
800.10080	Cut and Connect to Existing 4-Inch PE Gas Pipe	3	EA	2,400.00	7,200.00
<b>CP0223 Gas Line Replacement - Bid Alternate Total:</b>				<b>\$ 360,000.00</b>	<b>\$ 360,000.00</b>

*\$ 465,000.00*

Revised BID SCHEDULE

BID OPENING DATE: MARCH 20, 2018

BID VERSION: Released March 13, 2018 - Addenda 4

TT0538 Riggs Road Improvement (MCDOT) Subtotal:	\$ <del>6,700,000.00</del> <sup>12?</sup> <sub>117</sub>
TT0538 Riggs Road Improvement (Pinal) Subtotal:	\$ 434,890.00 <sup>24</sup>
TT0538 Landscape Improvement Subtotal:	\$ 108,634.00 <sup>25</sup>
A0306 Rittenhouse Road Improvement Subtotal:	\$ 1,266,709.00 <sup>60</sup>
WA067 Water Line Improvement Subtotal:	\$ <del>1,076,834.00</del> <sup>1084834.80</sup>
WA060 Sewer Line Improvement Subtotal:	\$ 567,420.00
<b>GRAND TOTAL AMOUNT:</b>	\$ <del>6,700,000.00</del> <sup>10,180,496.00</sup> <sub>10,18</sub>

Grand Total in Writing:

Ten Million, one hundred eighty thousand four hundred ninety six <sup>10,18</sup>

<sup>10,186,096.26</sup> <sub>117B</sub>

CP0223 Gas Replacement - Bid Alternate Total:	\$ 405,000.00
---	---------------

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices stated which results in the stated extended price amounts and Grand Total Amount shown.

SIGN: \_\_\_\_\_



COMPANY: Wade Standifird - President

THIS PROPOSAL IS SUBMITTED BY

DCS Contracting Inc.

A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF Arizona ;

~~OR A PARTNERSHIP CONSISTING OF~~ \_\_\_\_\_ ;

~~OR AN INDIVIDUAL TRADING AS~~ \_\_\_\_\_ ;

AND THE HOLDER OF AN ARIZONA STATE CONTRACTOR'S LICENSE: ROC# A-110612 & B4-110396

CLASSIFICATION A - General Engineering - 11/30/2018  
B4 - General Engineering - 10-31-2018

NAME	TITLE	DATE
------	-------	------

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)





**ACKNOWLEDGEMENT OF ADDENDA**

DCS Contracting Inc. \_\_\_\_\_ acknowledges that it has received the following addenda: (Bidder name)

One	02-15-2018
(Addendum #)	(Date)
Two	02-26-2018
(Addendum #)	(Date)
Three	03-09-2018
(Addendum #)	(Date)
Four	03-13-2018
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)
(Addendum #)	(Date)

Date: 03-20-2018

  
(Signature)

Wade Standifird - President  
(Title)

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Invitation for Bid No. 18-011

Riggs Rd Improvements,  
Crismon Rd to Meridian Rd



Town of Queen Creek  
22358 S. Ellsworth Road  
Queen Creek, AZ 85142  
Phone: (480)358-3000

**SOLICITATION AMENDMENT NO. 1**

**ISSUE DATE: February 15, 2018**

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

**1. Invitation for Bids – PRE-BID MEETING DATE AND TIME: Add the following:**

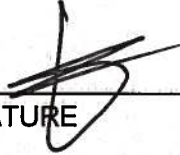
This is a **MANDATORY** Pre-Bid meeting, failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid.

**DUE DATE AND TIME:** Remains the same, March 15, 2018 at 3:00 P.M. LOCAL AZ TIME

*Melissa Bauer*  
*Bid & Construction Contract Specialist*

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

**Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.**

  
\_\_\_\_\_  
SIGNATURE

02-15-2018  
\_\_\_\_\_  
DATE

Wade Standifird - President  
\_\_\_\_\_  
NAME AND TITLE (please print)

DCS Contracting Inc.  
\_\_\_\_\_  
COMPANY NAME

11525 E Germann Rd  
\_\_\_\_\_  
ADDRESS

Chandler AZ 85286  
\_\_\_\_\_  
CITY STATE ZIP

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Invitation for Bid No. 18-011  
 Riggs Road Improvements  
 Crismon Rd to Meridian Rd



Town of Queen Creek  
 22358 S. Ellsworth Road  
 Queen Creek, AZ 85142  
 Phone: (480) 358-3000

**SOLICITATION AMENDMENT NO. 2**  
**ISSUE DATE: February 26, 2018**

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

**1. Solicitation Amendment No. 2 - Documents and Information**

The document Solicitation Amendment No. 2 - Documents and Information.pdf is hereby issued to the bidders and is considered a part of the bid documents. The document provides answers to additional bidders' questions received, provides additional Technical Specification, Bid Schedules, and other referenced documents related to the project since the bid was issued.

**2. Bidders Questions and Responses**

The following questions were received from interested potential bidders during the question presenting timeframe:

**Question:** Responding bidders must have completed a Class I Railroad Crossing roadway project in the past ten (10) years with proof of experience from contracting agency, referencing project name, location, identified railroad and completion date.

a) Will the city accept a subcontractor's qualifications?

**Response:** The Town will not accept a subcontractors qualifications, the submitting bidder must have the required experience.

b) If bidder's personnel have the experience from previous work history, is this acceptable to the Town to meet the requirement?

**Response:** Exhibit A: Experience and Qualifications Summary Form must list the experience of the Bidders Firm.

**Question:** Can you explain what a Class I Railroad Crossing is?

**Response:** A Class I Railroad is a freight railroad with an operating revenue exceeding \$457 million. There are seven that operate in the United States,

1. Burlington Northern Santa Fe Railway
2. CSX Transportation
3. Grand Trunk Corporation
4. Kansas City Southern Railway
5. Norfolk Southern Combined Railroad Subsidiaries
6. Soo Line Corporation
7. Union Pacific Railroad.

**3. Special Provisions & Technical Specifications**

This solicitation includes Technical Specification for the following:  
 CP0223 Gas Line Replacement

**4. Bid Schedule**

This solicitation includes a revised bid schedule that deletes the CP0223 Gas Line Replacement allowance; and adds the following sheets:

TT0538 Landscape Improvements Riggs Road  
CP0223 Gas Line Replacement – Meridian and Combs Road – BID ALTERNATE

**5. Plan Sets**

This solicitation includes plan sets for the following:

Gas Line Replacement – Meridian and Combs Road  
Olive Mill Landscape at the NEC of Rittenhouse and Combs Road

**6. Supporting Documents**

This solicitation includes the following documents:

TT0538 Environmental Mitigations  
TT0538 Final Pavement Design Report  
TOQC Traffic General Notes & Details

**Invitation for Bids – Submittal Due Date and Time: The due date remains unchanged.  
Sealed bids are due no later than 3:00 p.m., local time on March 15, 2018.**

*Melissa Bauer  
Bid & Construction Contract Specialist*

**Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.**

  
\_\_\_\_\_  
SIGNATURE

02-26-2018  
\_\_\_\_\_  
DATE

Wade Standifird - President  
\_\_\_\_\_  
NAME AND TITLE (please print)

DCS Contracting Inc.  
\_\_\_\_\_  
COMPANY NAME

11525 E Germann Rd  
\_\_\_\_\_  
ADDRESS

Chandler AZ 85286  
\_\_\_\_\_  
CITY STATE ZIP

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Invitation for Bid No. 18-011  
 Riggs Road Improvements  
 Crismon Rd to Meridian Rd



Town of Queen Creek  
 22358 S. Ellsworth Road  
 Queen Creek, AZ 85142  
 Phone: (480) 358-3000

**SOLICITATION AMENDMENT NO. 3**  
**ISSUE DATE: March 9, 2018**

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

**1. Solicitation Amendment No. 3 - Documents and Information**

The document Solicitation Amendment No. 3 - Documents and Information.pdf is hereby issued to the bidders and is considered a part of the bid documents. The document provides answers to additional bidders' questions received, provides additional Technical Specification, Bid Schedules, and other referenced documents related to the project since the bid was issued.

**2. Bidders Questions and Responses**

The following questions were received from interested potential bidders during the question presenting timeframe:

**Question 1:** Are the backfill requirements for the new sewer, water, storm drain and irrigation utilities ½ sack slurry as required by Maricopa County Supplements to MAG?

**Response:** For A0306 follow TOQC requirement, no ½ sack slurry.

**Question 2:** The structural section #1 on TX01 of the Rittenhouse Road plans shows no rubber asphalt, however the bid schedule for Rittenhouse Road show 10,439 SY of Rubber Asphalt. Please clarify.

**Response:** Bid item 325.71015 Rubber Asphalt Concrete Pavement has been added to the A0306 plans and bid schedule.

**Question 3:** The bid items for Asphalt Concrete Pavement A ¾" Mix 3" (2 Lifts) has the quantity doubled on both Riggs and Rittenhouse.

**Response:** The current quantity counts each 3-inch lift separately and there are two 3-inch lifts of AC, so the SY quantity is doubled the surface area.

**Question 4:** Sections TT0538 Riggs Rd (MCDOT) and A0306 Rittenhouse both have bid item 461.11000 Paint Median Nose, but one has a unit of measure of LF and the other of EA. Which one or do we use both units of measure?

**Response:** This item should be changed to EA on TT0538 (MCDOT) bid schedule, and the quantity remains 4.

**Question 5:** The plans call out for 60 mil but the MCDOT specs state 90 mil  
**Response:** *This is a TOQC preference. MCDOT recently changed to 90 mil.*

**Question 6:** The plans call for 90 mil thermos but MCDOT spec is tape.  
**Response:** *This is a TOQC preference.*

**Question 7:** The bid schedule quantities for thermo vs paint on Arrows and Railroad crossing don't match.  
**Response:** *Agree, thermoplastic quantities are switched. Refer to the revised bid schedule for updated quantities for this and other items.*

**Question 8:** You mentioned railroad insurance requirement on the above mentioned project but I don't see anything in the specs stating that. Can you please advise?  
**Response:** *The UPRR insurance requirements are described on the Contractor's Right of Entry Agreement under Exhibit C within in the UPRR & Town of Queen Creek Contract, provided with this solicitation addendum.*

**Question 9:** Addendum #2 reference bidders must have completed a class I railroad crossing roadway project in the past 10 years with proof of experience from contracting agency. Will this requirement be fulfilled by completing exhibit A experience and qualifications summary form and proving personnel employee resumes?  
**Response:** *Yes, the Experience and Qualifications summary form is required to be completed and included with the bid. No resumes are required.*

**Question 10:** Reference to Addenda 2 released on February 26, 2018. New bid schedule item 350.56500 (sheet 3), 471.20200 (sheet 4), and 618.11011 (sheet 13) do not have a bid quantity. Are bid quantities for these items going to be provided?  
**Response:** *Item 350.56600 (there are 8 EACH on TT0538), Item 471.20200 (ITS Conduit) we are separating out from other 3" conduit. Quantities will be forthcoming. Item 618.11011 (Sheet 13 of 16) is waterline related item.*

**Question 11:** In reviewing the plans for Riggs Road – Crismon to Meridian, I am finding an error on the stationing between J2 sheet D7 and D8. On sheet D7 the match line station is 187+00 and on D8 the station is 188+00, there is 100 feet missing between the two sheets.  
**Response:** *Stationing on Sheet D8 is mislabeled. Sheet D8 begins at Station 187+00.*

**Question 12:** At the pre-bid meeting I asked about the Town supplying all of the water line materials for the Rittenhouse Road (A0306) portion of this project, and I was told that it will be, the Addendum #2 bid schedule was not revised to include the wording "Install only", so I was just hoping to get further clarification that the Town will be supplying this material.  
**Response:** *Yes, the Town will provide all of the material for the waterline work for both TT0538 and A0306 except for the HPDE portion associated with the bore under the UPRR and the PRV this is needed at the new Riggs Rd and Rittenhouse Rd intersection. The plans and bid schedules have been revised to reflect these changes.*



**Question 13:** To what degree is TOQC furnishing the water materials? I am listing below items typically required and is TOQC providing these?

- PVC Pipe, Fittings, Restraint connections (Mega-Lugs, T-bolts and follower glands), T-bolts and follower glands, bell joint restraints, Tracer Wire and Connectors, Marking Tape (if required)
- Valves, Restraints connections (Mega-Lugs, T-bolts and follower glands), 3-piece adjustable valve boxes, mud plugs
- Fire Hydrants (w/restrainer). What bury will they furnish? If hydrants need to be adjusted vertically will they provide 45's or Gradelok connectors? Tees (w/restrainers, etc.), Valves (w/restrainers, etc.), 6" restrained DIP, Polywrap & tape.
- Tapped Caps 9w/restraints, etc.) Blow off brass and copper
- Connect to existing pipe, Flex couplings or solid sleeves?
- Air vacuum valves, Brass and copper, Saddles, Concrete Meter Boxes
- Water Service and tie overs to existing, Saddles, Copper and brass, Concrete meter boxes, 3-piece brass couplings to tie to existing
- Vertical Realignment, 45 degree fittings 9w.restraints, etc.), DIP, Polywrap and tape

**Response:** *Only the PVC Water Line piping will be supplied by the Town of Queen Creek. All other items, appurtenances, labor, tools and equipment required for the complete in-place installation of the water improvements shall be accounted for in the respective bid items.*

**Question 14:** Will cross sections be supplied so Contractors can verify earthwork quantities?

**Response:** *The TT0538 Cross Section sheets are provided as supporting documents with this solicitation addendum.*

**Question 15:** According to the soils report by Klinfelder, the fills in the roadway alignment need to have a max of 35% passing the #200-mesh sieve. The borings logs indicate that most of the material onsite does not meet this spec. Are we able to use this onsite material for fills?

**Response:** *The recommended maximum fines content is based on a PI of 10 in accordance with recommendations for borrow material used for roadway fill in the 2017 MAG Specifications for Public Works Construction, Section 210. Fills with higher fines content may also be used if the combination of PI and percent fines content meet the requirements of Section 210.*

**Question 16:** According to the Ninyo and Moore soils report, a two foot over-excavation is required in certain areas. The Klinfelder report says to strip roadway alignment of fill soils and grade roadway material with no depth provided. What depth will be required to over-excavate or strip?

**Response:** *A blanket over-excavation is not required. However it is recommended to remove existing fill and loose or disturbed surficial soils and roadway surfacing. We anticipate 6 inches to 1 foot of removal for this effort would be required, but can vary. The surface should be proof-rolled to confirm a stable subgrade following surficial stripping operations. Where areas of soft or unstable ground are revealed during proof-rolling, these areas should be over-excavated to expose stable subgrade conditions and*

*backfilled with approved borrow material*

**Question 17:** On the bid schedule there is bid item 342.31300, Decorative Paving Stones. You can find these pavers on plan sheets 52 thru 60 of 183, construction note 10. The problem is there is no indication of size, shape or color only the method of installation.

**Response:** *Interlocking concrete pavers shall conform to the requirements of MAG Specification Section 342 and Standard Detail 225 and match the size, shape and color of those existing at the Ellsworth & Riggs Road intersection.*

### 3. Special Provisions & Technical Specifications

This solicitation includes revised Technical Specification for the following:

CP0223 Gas Line Replacement – Revised Technical Specifications

### 4. Bid Schedule

This solicitation includes revised bid schedule for the following:

### 5. Plan Sets

This solicitation includes plan sets for the following:

A0306 Rittenhouse Rd Improvements – Revised Plans

- Sheet DWG TX01 (pg 5), revised Pavement Structural Section 1 to include friction course
- Sheet DWG TX01 (pg 5) added pavement structural section 2, 2" AC (2-lifts) over native
- Sheet DWG PL02 (pg 9), Station 515+00 to 516+25, revised pavement area to Pavement Structural Section to 2" AC (2 lifts) over native
- Sheet DWG PL01 (pg 8), revised elevations for the left curb tie-in at Sta 500+94.90, gutter elevation revised to 1458.50 and the right curb tie-in at Sta 501+20.00, gutter elevation revised to 1458.88
- Sheet DWG WL01-WL02 (pgs 14-15), waterline alignment changed from Right side of centerline to Left side of centerline. See plan sheets for revisions.
- Sheet DWG WL01 (pg14), added 2" service connection and new meter at station 504+25.51, 50.72' Rt

CP0223 Gas Line Replacement – Revised Plans

TT0538 Cross Sections

WA067 Water Line Improvements – Revised Plans

- Sheet W09 – added an additional 8" water service at STA 246+08
- Sheet W10 – added PRV and Vault to North West corner of Riggs and Rittenhouse, STA 248+25.
- Sheet W10 – revised location of 12" water heading north on Rittenhouse Road, STA 248-94, 12" quantities updated.
- Sheets W11 & W12 – revised directional drilling and 36" HDPE to Jack and Bore with 36" Steel.

WW060 Sewer Improvements – Revised Plans

- Sheets S09 & SS12 – revised location of sewer manhole #34 to STA 246+00, no revisions to quantities.

**6. Supporting Documents**

This solicitation includes the following documents:

UPRR & Town of Queen Creek Contract for Combs Rd at grade crossing  
Stockpile Material – Soil Test Result, Dated 2018-0215  
A0306 Rittenhouse Rd – Suggested Traffic Detour

**Invitation for Bids – Submittal Due Date and Time:** The due date remains unchanged. Sealed bids are due no later than 3:00 p.m., local time on March 15, 2018.

*Melissa Bauer*  
*Bid & Construction Contract Specialist*

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

**Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.**

  
\_\_\_\_\_  
SIGNATURE

03-09-2018  
\_\_\_\_\_  
DATE

Wade Standifird - President  
\_\_\_\_\_  
NAME AND TITLE (please print)

DCS Contracting Inc.  
\_\_\_\_\_  
COMPANY NAME

11525 E Germann Rd  
\_\_\_\_\_  
ADDRESS

Chandler AZ 85286  
\_\_\_\_\_  
CITY STATE ZIP

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

Invitation for Bid No. 18-011  
 Riggs Road Improvements  
 Crismon Rd to Meridian Rd



Town of Queen Creek  
 22358 S. Ellsworth Road  
 Queen Creek, AZ 85142  
 Phone: (480) 358-3000

**SOLICITATION AMENDMENT NO. 4**  
**ISSUE DATE: March 13, 2018**

This amendment is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents.

This Solicitation is amended as follows:

**1. Solicitation Amendment No. 4 - Documents and Information**

The document Solicitation Amendment No. 4 - Documents and Information.pdf is hereby issued to the bidders and is considered a part of the bid documents. The document provides answers to additional bidders' questions received, provides additional Technical Specification, Bid Schedules, and other referenced documents related to the project since the bid was issued.

**2. Bidders Questions and Responses**

The following questions were received from interested potential bidders during the question presenting timeframe:

**Question 1:** Addendum 3 says to follow the equation in MAG spec 210 regarding import and fill material. None of the material in the soils report qualify to be used according to the equation. Removing and replacing the materials which do not meet the spec would be very costly. We believe, since the soil is going to be stabilized with lime that all onsite soils will be suitable to use as fills. Please verify if this is the case. Is your question only on roadway fill material or Utility? Please provide clarification.

**Answer:** *The stockpiled of material that will be used under the borrow excavation line item is suitable for fill material.*

**Question 2:** Is there slurry backfill required for any of the projects listed?

- **TT0538:** *There is no slurry backfill on the Roadway improvements.*
- **WA067:** *There is no slurry backfill on any of the water improvements.*
- **WW060:** *There is no slurry backfill on any of the sewer improvement.*
- **CP0223:** *Much of the new gas line will be installed in existing pavement. Where gas is installed in existing pavement, the backfill shall be 1-sack slurry per detail GD-3.18 on sheet 2 of 13 of the approved plans.*

**Question 3:** Addendum 3, questions 12 and 13 contradict each other regarding what water materials are provided. Please clarify.

**Answer:** *The Town of Queen Creek will furnish only the PVC Pipe for the following bid items:*

- 610.30511 PVC, DR-18 AWWA C-909 w/Restrained Joints, 6" Pipe
- 610.30521 PVC, DR-18 AWWA C-909 w/Restrained Joints, 8" Pipe

- 610.30531 PVC, DR-18 AWWA C-909 w/Restrained Joints, 12" Pipe
- 610.30541 PVC, DR-18 AWWA C-909 w/Restrained Joints, 18" Pipe

**Question 4:** In looking at items #309.40100 Lime Slurry w/ Fly Ash Stabilization, the spec refers to MAG 309, however there is no fly ash specification in 309. There is also no design specification listed as to what percentage of Lime or Fly Ash needs to be provided for the line item. Could you provide what percentage of Lime & Fly Ash is required?

**Answer:** Please refer to the Maricopa Department of Transportation Supplement to the Maricopa Association of Governments" Uniform Standard Specifications and Details for Public Works Construction, dated January 2017, Section 308 Stabilization Using Lime Slurry with Fly Ash for subgrade stabilization requirements.

### 3. Bid Schedule

This solicitation includes a complete revised bid schedules for the following:

- TT0538 Riggs Road Improvements (MCDOT)
- TT0538 Riggs Road Improvements (Pinal)
- TT0538 Landscape Improvements
- A0306 Rittenhouse Road Improvements
- WA067 Water Line Improvements
- WW060 Sewer Improvements
- CP0223 Gas Line Replacement – Bid Alternate

### 4. Plan Sets

This solicitation includes plan sets for the following:

#### **WA067 Water Line Improvements – Revised Plans**

- Sheet W09 (13 of 25) – added an additional Air Release Valve, STA 244+26. The quantity for this bid item has been revised.

#### **WW060 Sewer Improvements – Revised Plans**

- Sheet S01 (5 of 7) – Revised label for sewer line going north from existing MH25 was shown as water line. No revisions to quantities.

**Invitation for Bids – Submittal Due Date and Time:** The bid due date has been extended. Sealed bids are due no later than 3:00 p.m., local time on TUESDAY, MARCH 20, 2018.

*Melissa Bauer*  
*Bid & Construction Contract Specialist*

**Offerors are to acknowledge receipt and acceptance of this amendment by returning signed amendment with solicitation response. This amendment is hereby made part of the referenced solicitation as though fully set forth therein.**

  
\_\_\_\_\_  
SIGNATURE

03-13-2018  
\_\_\_\_\_  
DATE

Wade Standifird - President  
\_\_\_\_\_  
NAME AND TITLE (please print)

DCS Contacting Inc.  
\_\_\_\_\_  
COMPANY NAME

11525 E Germann Rd  
\_\_\_\_\_  
ADDRESS

Chandler AZ 85286  
\_\_\_\_\_  
CITY STATE ZIP

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)



**LIST OF SUBCONTRACTORS**

The following information gives the name, business address, portion of Work (description of Work to be done), and estimated value for each Subcontractor that will be used in the Work if the Bidder is awarded the Contract. No Subcontractor doing Work in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed shall be used without the written approval of the Town which shall not be unreasonably withheld. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.) Substitutions of Subcontractors may be made by the Bidder so long as all Subcontractors used meet all requirements for Subcontractors and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the Contract Documents.

Name and Address	Description of Work	Estimated Value
Arizona Traffic Signal	Electrical Work	\$ 350,000.00
RAC Construction	Structures	\$ 100,000.00
Arizona Pipeline	Gasline	\$ 380,000.00
Franklin Striping	Striping	\$ 60,000.00

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)





**Statutory Bid Bond**

**STATUTORY BID BOND  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 10% of the bid amount)**

**KNOW ALL MEN BY THESE PRESENTS:**

That DCS Contracting, Inc. (hereafter "Principal"),  
as Principal, and Merchants Bonding Company (mutual), a corporation organized and existing under the  
laws of the State of Iowa, with its principal offices in the City of West Des Moines, IA,  
(hereafter "Surety"), as Surety, are held and firmly bound unto the  
Town of Queen Creek, Az (hereafter "Obligee"), in  
the amount of TEN PERCENT OF AMOUNT BID (Dollars)  
(\$ 10% AMT BID), for the payment whereof, the said Principal and Surety bind themselves,  
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has submitted a bid for Riggs Road Improvements Crismon Rd to Meridian Rd

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

Witness our hands this 15th day of March, 2018.

DCS Contracting, Inc.  
PRINCIPAL

SEAL

BY: Wade Standiford - President  
Merchants Bonding Company (mutual)

BY: [Signature]  
SURETY

USI Insurance Services, LLC Jessika Gulliver, Attorney-In-Fac  
AGENCY OF RECORD

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Andrea Krahn; Benjamin A Greer; Carl N Carter; Chris Johnston; Craig L Webb; Doris R Van Leeuwen; Jessika Gulliver; Jorge Luis Mendez; Kischea Rushing; Linda M Hurst; Sherrie Cox

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

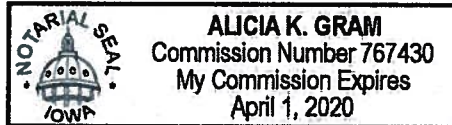


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 6th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of March, 2018.



*William Warner Jr.*  
Secretary



**RESOLUTION OF BOARD OF DIRECTORS**

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS OF**

DCS Contracting Inc.

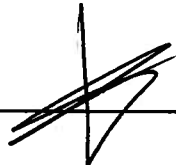
(Name of Corporation)

RESOLVED that Wade Standifird, President of  
(Person Authorized to Sign) (Title)

DCS Contracting Inc. ("Corporation") is authorized to sign and submit the bid or proposal of this corporation for the following project:

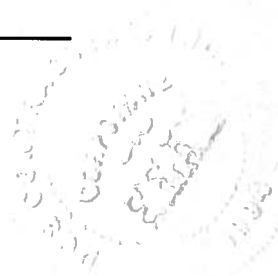
**TOWN OF QUEEN CREEK: IFB No. 18-011, Riggs Road, Crismon Rd to Meridian Rd**

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the meeting of its Board of Directors held on the 20th day of March, 2018.

By 

Title Wade Standifird - President

(SEAL)



Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)





# W-9 FORM

<b>Form W-9</b> (Rev. November 2005) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
---	--	---

Name (as shown on your income tax return)  
**DCS Contracting Inc.**

Business name, if different from above

Check appropriate box:  Individual/ Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**11525 E Germann Rd**

City, state, and ZIP code  
**Chandler AZ 85286**

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 8. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to Get a TIN on page 8. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	or
+	Employer identification number
	8   6   1   0   7   6   5   9   7   1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person **Wade Standiford - President** Date **03-20-2018**

**Purpose of Form**  
 A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,


Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

**EXHIBIT A: EXPERIENCE AND QUALIFICATIONS SUMMARY FORM**

Years in Business providing similar services: <b>24 YEARS</b>			
License No(s) and Type: (Submit a copy with the SOQ) <b>110612 A</b> <b>110396 B-4</b>			
Number of employees at location servicing this contract: <b>100 Employees</b>			
<b>Verifiable References: Please provide the following.</b>			
Firm/Government Agency Name: Project Name: <b>DYSART &amp; THUNDERBIRD INTERSECTION</b>			
Contact Person: <b>JORGE GASTELUM</b>		Phone: <b>623-876-2976</b>	
Address: <b>10000 N EL MIRAGE RD</b>		E-Mail Address: <b>JGASTELUM@ELMIRAGE.COM</b>	
Contract Budget: <b>1.98 million</b>	Contract Final Cost: <b>1.98 million</b>	Contract Start Date: <b>OCT 2009</b>	Contract End Date: <b>July 2010</b>
Railroad and description of services provided: <b>Complete reconstruction of DYSART / THUNDERBIRD Intersection with RAILROAD ACROSS the Intersection Diagonal, BNSF RAILROAD Approach Slabs, Grading / Paving / water / Sewer</b> AP.			
Firm/Government Agency Name: Project Name:			
Contact Person:		Phone:	
Address:		E-Mail Address:	
Contract Budget:	Contract Final Cost:	Contract Start Date:	Contract End Date:
Railroad and description of services provided:			
Firm/Government Agency Name: Project Name:			
Contact Person:		Phone:	
Address:		E-Mail Address:	
Contract Budget:	Contract Final Cost:	Contract Start Date:	Contract End Date:
Railroad and description of services provided:			

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

LICENSE EFFECTIVE THROUGH: 11/30/2019  
 STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT




**D C S Contracting Inc**

CONTRACTORS LICENSE NO. 110612 CLASS A


**General Engineering**

THIS CARD MUST BE PRESENTED UPON DEMAND



JEFF FLEETHAM, DIRECTOR

LICENSE EFFECTIVE THROUGH: 10/31/2019  
 STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT




**D C S Contracting Inc**

CONTRACTORS LICENSE NO. 110396 CLASS B-4

**General Residential Engineering Contractor**

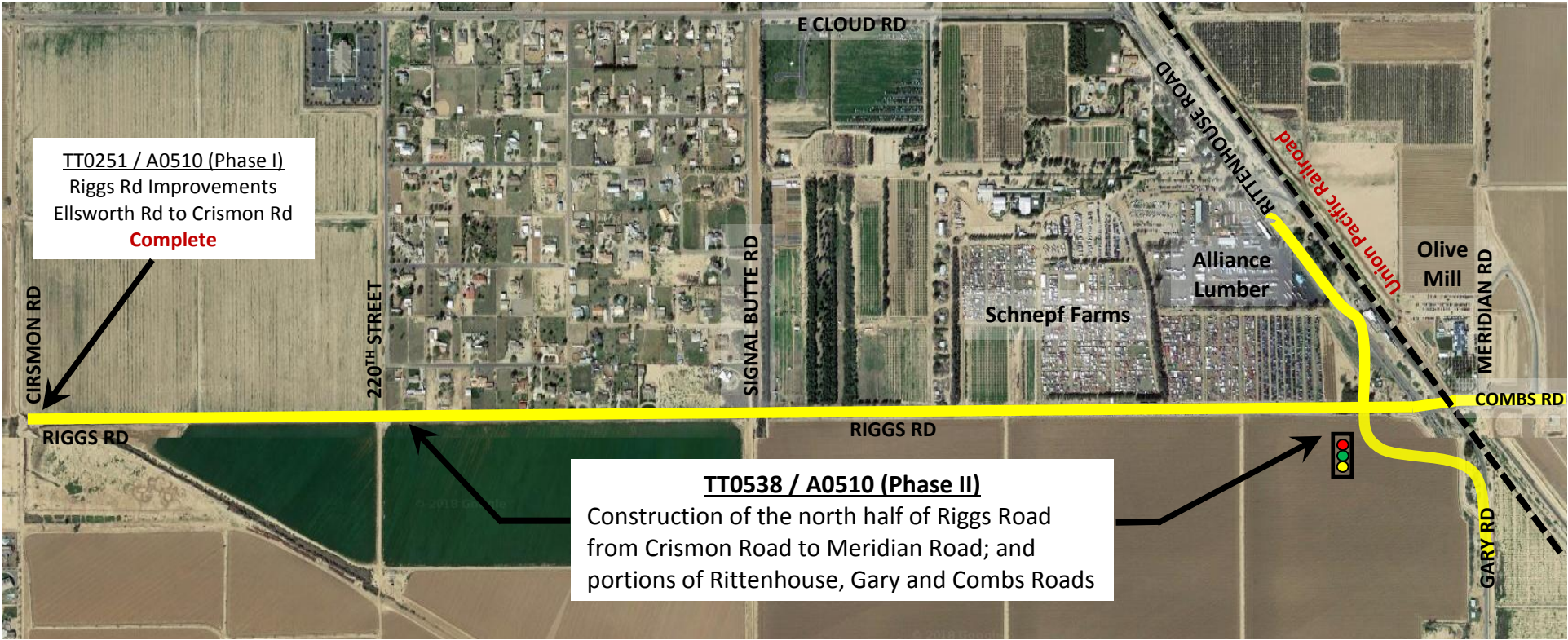
THIS CARD MUST BE PRESENTED UPON DEMAND



JEFF FLEETHAM, DIRECTOR

Attachment: a. DCS Contract (DCS - Riggs Rd Construction)

# Town of Queen Creek TT0538/A0510 Riggs Road Improvements Crismon Road to Meridian Road



Attachment: b. Project Site Map (DCS - Riggs Rd Construction)





Requesting Department

Public Works

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** TROY WHITE, PUBLIC WORKS DIRECTOR

**RE:** Consideration and possible approval of an Intergovernmental Agreement with City of Mesa for the construction of a natural gas line along Riggs Road between Rittenhouse Road and Meridian Road with no monetary contribution from the Town Queen Creek.

**DATE:** April 4, 2018

---

**Staff Recommendation:**

Staff recommends the approval of an Intergovernmental Agreement with City of Mesa for the construction of a natural gas line along Riggs Road between Rittenhouse Road and Meridian Road with no monetary contribution from the Town Queen Creek.

**Relevant Council Goal(s):**



Superior Infrastructure - Capital Improvement Program

**Proposed Motion:**

Move to approve an Intergovernmental Agreement with City of Mesa for the construction of a natural gas line along Riggs Road between Rittenhouse Road and Meridian Road with no monetary contribution from the Town Queen Creek.

**Discussion:**

The City of Mesa would like to have their gas line facility constructed by the same Contractor performing the anticipated Riggs Road Improvements from Crismon Road to Meridian Road. As such, Mesa provided the Town of Queen Creek a set of sealed design plans, technical specifications and schedule of values (SOV) items to be included as a bid-alternate during the project bidding process.

The Town will have no financial obligation towards the Mesa gas line replacements. Conversely, Mesa will contribute 4% of the final construction cost to Queen Creek as payment associated with construction administration and management services.

The purpose of this Intergovernmental Agreement (IGA) is to identify and define the responsibilities of City of Mesa and the Town of Queen Creek for the construction of a Gas Line that has been included as a bid-alternate with the Riggs Road construction

contract, also slated for Council approval.

**Pursuant to the agreement Queen Creek agrees to:**

Review the Mesa's plans for the Gas Line Replacement and provide any comments to Mesa within 30 days of receipt.

Provide construction administration and engineering inspection services for the Roadway Improvements and bidding, construction, and construction management services, subject to Mesa's obligations set forth in Section 7 of the IGA, for the Gas Line Replacement.

Prior to the award of any contract relating to the Gas Line Replacement, provide Mesa a copy of the bid tabulation or Guaranteed Maximum Price (GMP) with costs broken out separately for the Gas Line Replacement for approval prior to award to the successful Contractor.

Notify in writing the designated representative of Mesa of any change order requests related to the Gas Line Replacement. No change order related to the Gas Line Replacement shall be approved by Queen Creek unless Mesa approves the change order; provided however, that Mesa shall respond in a timely manner to such request in accordance with Section 7.4 of the IGA, so that the construction of the Gas Line Replacement and Roadway Improvements is not delayed.

Upon awarding the contract to construct the Gas Line Replacement, invoice Mesa for 50% of the projected costs specified in Section 7.5 of the IGA.

Invoice Mesa for all remaining costs for the Gas Line Replacement as those costs accrue.

Following final acceptance, transfer to Mesa all the utility facilities constructed as part of the Gas Line Replacement, permit the facilities to remain within the roadway to allow for gas distribution service to end-users

**Pursuant to the agreement Mesa agrees to:**

Designate Queen Creek as the lead agency for the bidding, construction, and construction management for the Gas Line Replacement.

Provide Queen Creek with a final set of plans for the Gas Line Replacement prior to bid release or final GMP.

Review and, upon being satisfied, approve the bid submitted by Queen Creek pursuant to Section 6.3 of the IGA. Such approval shall not be unreasonably withheld.

Respond to change order requests within five days of submittal of the change order request to Mesa pursuant to Section 6.4 of the IGA.

Pay all costs incurred by Queen Creek related to: 1) Engineering costs, acknowledging that Mesa has contracted separately with an engineering consultant to complete design of the Gas Line Replacement and will supply Queen Creek a final permitted set of plans

to include in the bid package for the Roadway Improvements. If necessary, Mesa will pay all costs related to modification of the Gas Line Replacement plans during construction; 2) Construction administration and inspection costs related to the Gas Line Replacement, at the rate of 4% of the Gas Line Replacement construction costs; and 3) Construction costs for the Gas Line Replacement.

Pay 50% of the projected costs specified in Section 6.5 of the IGA to Queen Creek within thirty (30) days of receipt of Queen Creek's invoice pursuant to Section 7.6 of the IGA and pay all remaining costs specified in Section 7.6 of the IGA to Queen Creek within thirty (30) days of receipt of Queen Creek's invoice pursuant to Section 6.6 of the IGA.

Inspect the Gas Line Replacement for compliance with all Mesa procedures and Federal and State regulations relating to natural gas distribution system installation during construction and hold Queen Creek harmless from all costs and claims that arise out of Mesa's inspection and approval of the Gas Line Replacement, unless such costs or claims are due to intentionally wrongful or grossly negligent actions or inactions by Queen Creek.

Except as provided above, accept sole responsibility for all inspection and materials testing for the Gas Line Replacement.

Own and operate the Gas Line Replacement after final acceptance of the installation and all punch list items identified by Mesa and Queen Creek have been completed.

**Fiscal Impact:**

There is no fiscal impact entering the Intergovernmental Agreement with City of Mesa for the construction of a natural gas line along Riggs Road between Rittenhouse Road and Meridian Road.

**Alternatives:**

Council could choose not to approve the IGA with City of Mesa. The impact of this would remove the bid-alternate contract associated with the Gas Line Replacement from the anticipated Riggs Road Roadway Improvement construction contract. This would also result in the need for Mesa to install the gas line at a later date that would include opening up the new roadway. Therefore, staff is recommending that the gas line go in as part of the Riggs Road construction project.

**Attachment(s):**

- a. IGA - Mesa Gas Line
- b. Project Site Map

When recorded return to:  
 City of Mesa  
 Real Estate Services  
 P.O. Box 1466  
 Mesa, AZ 85211-1466

**INTERGOVERNMENTAL AGREEMENT  
 BETWEEN  
 THE TOWN OF QUEEN CREEK AND THE CITY OF MESA  
 FOR THE GAS LINE REPLACEMENT – COMBS AND MERIDIAN ROADS**

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, (the “Effective Date”) by and between the Town of Queen Creek, an Arizona municipal corporation, (“Queen Creek”) and the City of Mesa, an Arizona municipal corporation (“Mesa”). Queen Creek and Mesa are sometimes collectively referred to as the “Parties” and each is referred to as a “Party.”

**STATUTORY AUTHORIZATION**

1. Arizona Revised Statutes (“A.R.S.”) §§ 11-951 et seq., provide that public agencies may enter into Intergovernmental Agreements for joint or cooperative action. Queen Creek and Mesa are authorized by A.R.S. § 9-240 to provide the services required under this Agreement; Mesa is additionally so authorized by A.R.S. § 9-276.

**BACKGROUND**

2. Mesa proposes the construction of a natural gas line, to be known as the Gas Line Replacement – Combs and Meridian Roads (“Gas Line Replacement”), the scope of work for which is identified on Exhibit A.
3. Queen Creek plans to construct roadway improvements in the vicinity, to be known as Project TT538 – Riggs Road, Crismon Road to Meridian Road (“Roadway Improvements”). The Roadway Improvements will result in a roadway that differs significantly in both location and elevation from the existing roadway.
4. The Roadway Improvements will be constructed across property falling under the jurisdiction of both Queen Creek and Maricopa County. Pursuant to an intergovernmental agreement dated July 20, 2016, Maricopa County granted Queen Creek authority to manage the construction of the Roadway Improvements, including the permitting and relocation of all utilities. Pursuant to that same agreement, Queen Creek will annex all portions of the Roadway Improvements upon the completion of

construction.

5. The concurrent construction of both the Gas Line Replacement and the Roadway Improvements will serve the best interests of the public because doing so will result in significant cost savings and will reduce the overall disruption to the surrounding communities.

### **PURPOSE OF THE AGREEMENT**

5. The purpose of this Agreement is to identify and define the responsibilities of Queen Creek and Mesa for the design, construction, ownership and cost of the proposed Gas Line Replacement.

### **TERMS OF THE AGREEMENT**

#### **6. Queen Creek shall:**

- 6.1 Review the Mesa's plans for the Gas Line Replacement and provide any comments to Mesa within 30 days of receipt.
- 6.2 Provide construction administration and engineering inspection services for the Roadway Improvements and bidding, construction, and construction management services, subject to Mesa's obligations set forth in Section 7 below, for the Gas Line Replacement.
- 6.3 Prior to the award of any contract relating to the Gas Line Replacement, provide Mesa a copy of the bid tabulation or GMP with costs broken out separately for the Gas Line Replacement for approval prior to award to the successful Contractor.
- 6.4 Notify in writing the designated representative of Mesa of any change order requests related to the Gas Line Replacement. No change order related to the Gas Line Replacement shall be approved by Queen Creek unless Mesa approves the change order; provided however, that Mesa shall respond in a timely manner to such request in accordance with Section 7.4, so that the construction of the Gas Line Replacement and Roadway Improvements is not delayed.
- 6.5 Upon awarding the contract to construct the Gas Line Replacement, invoice Mesa for 50% of the projected costs specified in Section 7.5.
- 6.6 Invoice Mesa for all remaining costs for the Gas Line Replacement as those costs accrue.
- 6.7 Following final acceptance, transfer to Mesa all the utility facilities constructed as part of the Gas Line Replacement, permit the facilities to remain within the

roadway to allow for gas distribution service to end-users.

**7. Mesa shall:**

- 7.1 Designate Queen Creek as the lead agency for the bidding, construction, and construction management for the Gas Line Replacement.
- 7.2 Provide Queen Creek with a final set of plans for the Gas Line Replacement prior to bid release or final GMP.
- 7.3 Review and, upon being satisfied, approve the bid submitted by Queen Creek pursuant to Section 6.3. Such approval shall not be unreasonably withheld.
- 7.4 Respond to change order requests within five days of submittal of the change order request to Mesa pursuant to Section 6.4.
- 7.5 Pay all costs incurred by Queen Creek related to: 1) Engineering costs, acknowledging that Mesa has contracted separately with an engineering consultant to complete design of the Gas Line Replacement and will supply Queen Creek a final permitted set of plans to include in the bid package for the Roadway Improvements. If necessary, Mesa will pay all costs related to modification of the Gas Line Replacement plans during construction; 2) Construction administration and inspection costs related to the Gas Line Replacement, at the rate of 4% of the Gas Line Replacement construction costs; and 3) Construction costs for the Gas Line Replacement.
- 7.6 Pay 50% of the projected costs specified in Section 6.5 to Queen Creek within thirty (30) days of receipt of Queen Creek's invoice pursuant to Section 7.6 and pay all remaining costs specified in Section 7.6 to Queen Creek within thirty (30) days of receipt of Queen Creek's invoice pursuant to Section 6.6.
- 7.7 Inspect the Gas Line Replacement for compliance with all Mesa procedures and Federal and State regulations relating to natural gas distribution system installation during construction and hold Queen Creek harmless from all costs and claims that arise out of Mesa's inspection and approval of the Gas Line Replacement, unless such costs or claims are due to intentionally wrongful or grossly negligent actions or inactions by Queen Creek.
- 7.8 Except as provided above, accept sole responsibility for all inspection and materials testing for the Gas Line Replacement.
- 7.9 Own and operate the Gas Line Replacement after final acceptance of the installation and all punch list items identified by Mesa and Queen Creek have been completed.

## 8. General Provisions:

- 8.1 This Agreement contains the entire understanding between the Parties with respect to the subjects addressed and supersedes all prior negotiations and agreements.
- 8.2 This Agreement may be amended only by an instrument in writing signed by authorized representatives of the Parties.
- 8.3 The Parties are governmental agencies which rely upon the appropriation of funds by their respective governing bodies to satisfy their obligations. If a party reasonably determines that it does not have funds to meet its obligations under this Agreement, such party shall have the right to terminate this Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such a termination, such terminating party agrees to provide written notice of its intent to terminate 30 days prior to the termination date.
- 8.4 Nothing in this Agreement shall create a relationship of agency, partnership, or employer/employee between Mesa and Queen Creek, and it is the intent and desire of the parties that the relationship be and be construed as that of independent contracting parties and not as agents, partners, joint venturers, joint employers or a relationship of employer or employee.
- 8.5 This Agreement is solely for the benefit of the parties hereto and, except as aforesaid, no provision of this Agreement shall be deemed to convert any remedy, claim or right upon any third party, including any Assigned Employee or former employee of City or any participant or beneficiary in any benefit plan, program or arrangement.
- 8.6 If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.
- 8.7 All notices, requests, instructions or other documents to be given hereunder to either party shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile or electronic mail or on receipt after dispatch by registered or certified mail, postage prepaid, addressed as follows:

If to City:

Scot Sherwood  
 Project Manager  
 City of Mesa  
 P.O. 1466  
 Mesa, AZ 85211  
 Fax: 480 644 3392  
 Scot.Sherwood@mesaaz.gov

With a copy to:

Mesa City Attorney's Office  
 City of Mesa  
 20 E. Main Street  
 Mesa, AZ 85211  
 Fax: 480 644 2498  
 Jack.Vincent@mesaaz.gov

If to Town: **To Be Completed by The Town**

## 9. Indemnity

- 9.1 Queen Creek hereby agrees that, to the extent permitted by law, Queen Creek shall defend, indemnify, and hold harmless Mesa, its departments, agencies, officers, employees, elected officials or agents, from and against all losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement and/or Queen Creek's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property), provided such Liability is due to the negligent or willful acts or omissions of Queen Creek, its officers, employees, elected officials, agents, or anyone under Queen Creek's direction and control.
- 9.2 Mesa hereby agrees that, to the extent permitted by law, Mesa shall defend, indemnify, and hold harmless Queen Creek, its departments, agencies, officers, employees, elected officials or agents, from and against all losses and expenses (including, without limitation, court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement and/or Mesa's performance hereunder (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property), provided such Liability is due to the negligent or willful acts or omissions of Mesa, its officers, employees, elected officials, agents, or anyone



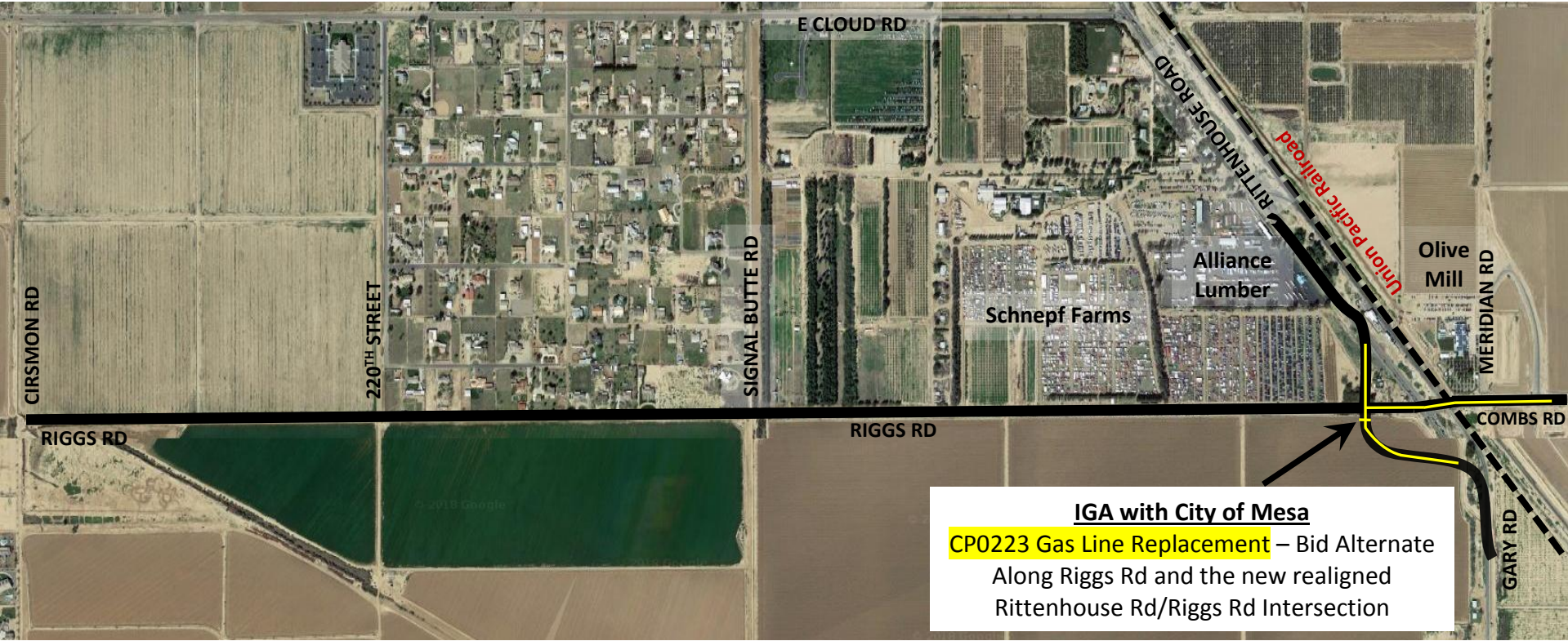
under Mesa's direction and control.

10. The Parties acknowledge that, due to the accelerated schedule of construction, the permits needed to place the Gas Line Replacement facilities beneath the railroad crossings have yet to be finalized. While Mesa does not anticipate an unreasonable delay in the issuance of these permits, Queen Creek agrees that any stoppage of work due to delayed railroad permits will not require a change order or result in additional costs to be invoiced to Mesa.
11. The term of this Agreement shall commence on the Effective Date and shall automatically terminate upon the issuance of a Letter of Acceptance for the Gas Line Replacement from Mesa; provided, however, termination of this Agreement shall not affect or shorten any warranty obligations related to completed work, nor shall it terminate the permissions specified in Section 6.8. The Agreement may be terminated earlier by agreement of the Parties. If this Agreement terminates by other than expiration of its term or agreement of the Parties, Sections 6.7 and 7.6 shall survive termination of the Agreement.
12. Attached to this Agreement are copies of appropriate action by ordinance, resolution or otherwise authorizing the respective Parties to enter into this Agreement.
13. Pursuant to A.R.S. § 38-511, this Agreement may be cancelled.





# Town of Queen Creek TT0538/A0510 Riggs Road Improvements Crismon Road to Meridian Road



IGA with City of Mesa  
CP0223 Gas Line Replacement – Bid Alternate  
Along Riggs Rd and the new realigned  
Rittenhouse Rd/Riggs Rd Intersection

Attachment: b. Project Site Map (IGA - Mesa Gas Line)



Requesting Department

Public Works

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** TROY WHITE, PUBLIC WORKS DIRECTOR

**RE:** Consideration and possible approval of a power distribution easement to be granted to Salt River Project at Riggs Road and Crismon Road for the Riggs Road from Ellsworth to Meridian Project (A0510).

**DATE:** April 4, 2018

---

**Staff Recommendation:**

Staff recommends approval of a power distribution easement to be granted to Salt River Project at Riggs Road and Crismon Road for the Riggs Road from Ellsworth to Meridian Project (A0510).

**Relevant Council Goal(s):**



**Superior Infrastructure - Capital Improvement Program**

**Proposed Motion:**

Move to approve a power distribution easement to Salt River Project at Riggs Road and Crismon Road for the Riggs Road from Ellsworth to Meridian Project (A0510).

**Discussion:**

The easement is necessary to allow Salt River Project (SRP) to move the pole out of the way of the new Riggs Road alignment.

**Fiscal Impact:**

There is no fiscal impact to granting the easement.

**Alternatives:**

The Town Council could choose not to grant the easement, this would result in the need to design the roadway around the light pole.

**Attachment(s):**

- a. SRP easement

**WHEN RECORDED MAIL TO:****SALT RIVER PROJECT**

Land Department/PAB350  
 P. O. Box 52025  
 Phoenix, Arizona 85072-2025

---

**POWER DISTRIBUTION EASEMENT**


---

Maricopa County  
 NW ¼, SEC. 35, T02S, R07E

Agt. AL  
 Job # LJ66705 / T2221773  
 W AL C AL 3.14.18

**TOWN OF QUEEN CREEK,  
 a Municipal Corporation,**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") solely to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property. Grantor makes the foregoing grant only to the extent of the rights held by Grantor in the Easement Parcel.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

**A portion of the Northwest Quarter of Section 35, Township 2 South, Range 7 East, of the Gila and Salt River Meridian, Maricopa County, Arizona.**

**Easement Parcel:**

**See Exhibit "A" attached hereto and by their reference made a part hereof.**

Attachment: a. SRP easement (SRP Easement - Riggs & Crismon Rd)

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

Grantee shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas. Grantee shall locate all above ground facilities outside of the Floodplain Zone "AE".

Grantor reserves the right to use the Easement Parcel and to grant further easements in, upon, over, under, across, through and along the Easement Parcel for any purpose necessary or convenient, in Grantor's sole discretion, including, but not limited to, landscaping, paved parking, sidewalks and/or driveways, provided these do not interfere with the efficient and safe operation and maintenance of Grantee's Facilities, including access thereto. Buildings, above-ground structures, or pools are prohibited within the Easement Parcel. Any trees included in the above landscaping shall, at full maturity and without trimming, maintain a minimum of 2.00 feet of clearance to Grantee's Facilities.

Grantee, at Grantee's sole cost, shall have the right and obligation to trim, cut and clear away trees, brush or other vegetation on the Easement Parcel whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

If Grantee performs excavation activities in or around the Easement Parcel and disturbs or damages any of the real property or improvements of Grantor or any third party while performing such excavation, all such real property or improvements disturbed or damaged shall be restored as close to original condition as is reasonably possible at the expense of the Grantee.

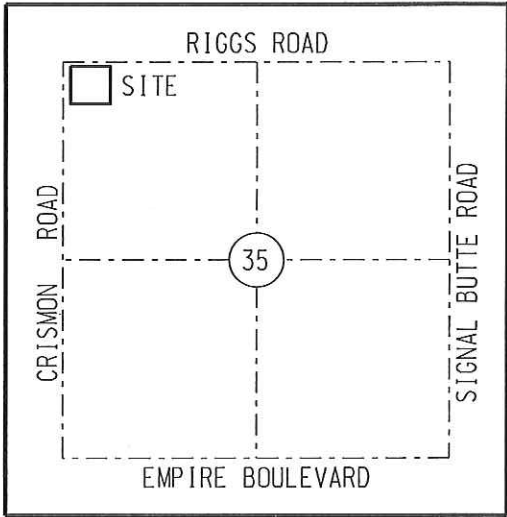
In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time agreeable to the Grantor and subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.





# EXHIBIT "A"



VICINITY MAP (NTS)  
T2S R7E  
G&SRM



REGISTRATION  
EXPIRES: 09-30-20

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF 8' EASEMENT
- ◆ SECTION CORNER AS NOTED

## ABBREVIATION TABLE

AC	ALUMINUM CAP
APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
COR	CORNER
FND	FOUND
G&SRM	GILA AND SALT RIVER MERIDIAN
LVI	LAST VISUAL INSPECTION
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
RLS	REGISTERED LAND SURVEYOR
ROW	RIGHT OF WAY
SEC	SECTION
(M)	MEASURED

BASIS OF BEARINGS:  
THE ARIZONA STATE PLANE COORDINATE  
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

UNDERGROUND ELECTRIC EASEMENT, MARICOPA COUNTY, ARIZONA

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: 17-1087-NM	SCALE: NOT TO SCALE
AMP/ I.O. NUMBER: T2221773	SHEET: 1 OF 3
AGENT: LAURENCE <i>12 3-14-18</i>	SHEET SIZE: 8.5"x11"
DRAWN: THOMAS	REVISION: 2
CHECKED BY: GOREHAM	CREW CHIEF: MCCLURE
DATE: 03-09-18	FIELD DATE: 10-18-17

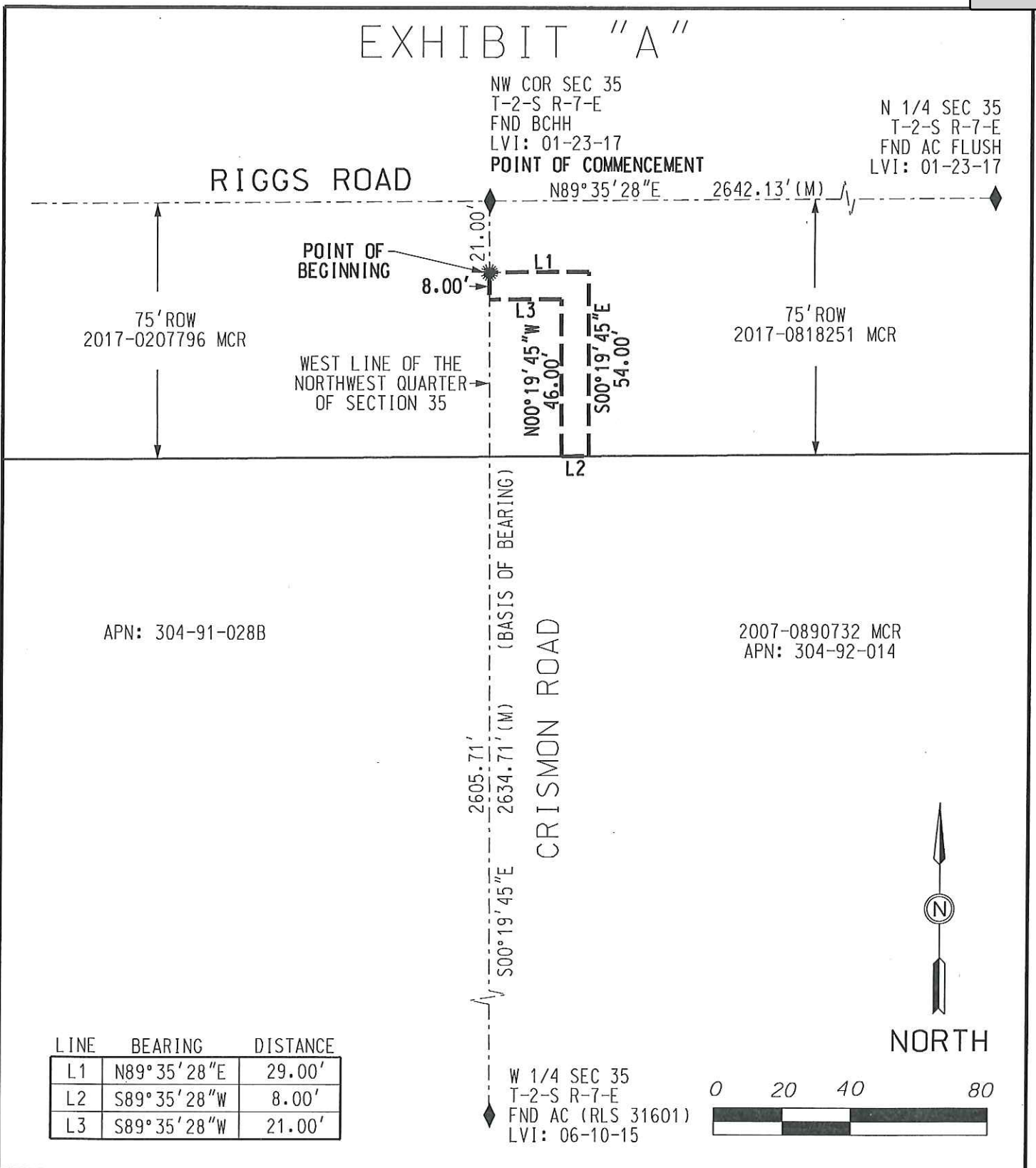


SURVEY DIVISION  
LAND DEPARTMENT

**CUS UE CONV**  
**CRISMON CROSSING**  
**NW 1/4 SECTION 35**  
**T-2-S R-7-E**

Attachment: a. SRP easement (SRP Easement - Riggs & Crismon Rd)

# EXHIBIT "A"



75' ROW  
2017-0207796 MCR

POINT OF BEGINNING

WEST LINE OF THE  
NORTHWEST QUARTER  
OF SECTION 35

NW COR SEC 35  
T-2-S R-7-E  
FND BCHH  
LVI: 01-23-17  
POINT OF COMMENCEMENT

N 1/4 SEC 35  
T-2-S R-7-E  
FND AC FLUSH  
LVI: 01-23-17

N89°35'28"E 2642.13' (M)

8.00'

75' ROW  
2017-0818251 MCR

N00°19'45"W 46.00'  
S00°19'45"E 54.00'

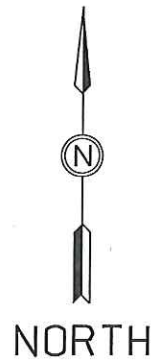
APN: 304-91-028B

2605.71'  
2634.71' (M)

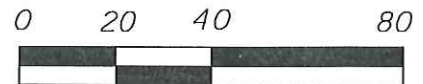
CRISMON ROAD

2007-0890732 MCR  
APN: 304-92-014


W 1/4 SEC 35  
T-2-S R-7-E  
FND AC (RLS 31601)  
LVI: 06-10-15



LINE	BEARING	DISTANCE
L1	N89°35'28"E	29.00'
L2	S89°35'28"W	8.00'
L3	S89°35'28"W	21.00'



Attachment: a. SRP easement (SRP Easement - Riggs & Crismon Rd)

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 17-1087-NM	SCALE: 1" = 40'	
AMP/ I.O. NUMBER: T2221773	SHEET: 2 OF 3	<b>CUS UE CONV</b> <b>CRISMON CROSSING</b> <b>NW 1/4 SECTION 35</b> <b>T-2-S R-7-E</b>
AGENT: LAURENCE <i>3-14-18</i>	SHEET SIZE: 8.5"x11"	
DRAWN: THOMAS	REVISION: 2	
CHECKED BY: GOREHAM	CREW CHIEF: MCCLURE	
DATE: 03-09-18	FIELD DATE: 10-18-17	

**EXHIBIT "A"**

DATE: 03/09/2018  
 LDWR NO: 17-1087-NM  
 TECH NAME: THOMAS

TTRRSS: 2S7E35  
 JOB NAME: CUS UE CONV CRISMON CROSSING  
 PAGE 3 OF 3

AN EASEMENT LOCATED THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST QUARTER CORNER OF SAID SECTION 35, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 35, BEING AN ALUMINUM CAP, STAMPED AS RLS 31601, BEARS SOUTH 00 DEGREES 19 MINUTES 45 SECONDS EAST, A DISTANCE OF 2634.71 FEET (**BASIS OF BEARING**);

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00 DEGREES 19 MINUTES 45 SECONDS EAST, A DISTANCE OF 21.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 35 MINUTES 28 SECONDS EAST, A DISTANCE OF 29.00 FEET;

THENCE SOUTH 00 DEGREES 19 MINUTES 45 SECONDS EAST, A DISTANCE OF 54.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF RIGGS ROAD AS DESCRIBED PER DOCUMENT 2017-0818251 MARICOPA COUNTY RECORDER;

THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 35 MINUTES 28 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 00 DEGREES 19 MINUTES 45 SECONDS WEST, A DISTANCE OF 46.00 FEET;

THENCE SOUTH 89 DEGREES 35 MINUTES 28 SECONDS WEST, A DISTANCE OF 21.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 19 MINUTES 45 SECONDS WEST, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 600 SQUARE FEET, MORE OR LESS.

**END OF DESCRIPTION**

↓ 3-14-18

Attachment: a. SRP easement (SRP easement - Riggs & Crismon Rd)



Requesting Department

Town Clerk

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** JENNIFER ROBINSON, TOWN CLERK SCOTT HOLCOMB

**RE:** Consideration and possible approval of Resolution 1214-18 designating the election date(s), purpose of election, deadline for voter registration and designating the last date for candidates to file required nomination papers for the August 28, 2018 Primary and November 6, 2018 General Elections.

**DATE:** April 4, 2018

---

**Staff Recommendation:**

Approve Resolution 1214-18 designating the election date(s) and purpose of the election; designating deadline for voter registration and designating the place and last date and time for candidates to file required nomination papers.

**Relevant Council Goal(s):**

N/A

**Proposed Motion:**

Approve Resolution 1214-18 designating the election date(s) and purpose of election; designating the deadline for voter registration and designating the place and last date and time for candidates to file required nomination papers.

**Discussion:**

Formal "Call of Elections" are no longer required, however they provide the public with general information on the dates of the 2018 primary & general elections; offices to be filled and deadline for filing the required candidate nomination forms and voter registration deadlines. This resolution will be published in the Arizona Republic in English & Spanish as well as posted on the Town's website.

The offices to be filled at the 2018 Primary Election and possible General Election are:

Mayor: 4-year term

Council Member (3): 4-year term

Voters on the Permanent Early Voters List (PEVL) and registered with a recognized party will automatically receive a ballot in the mail for any election they are qualified to vote in. Those registered as Independent/Party Not Designated will receive notifications in the mail to indicate which ballot they want mailed. There will also be a choice for a Town-issue only ballot.

Polling locations, which are identified and secured by Maricopa County & Pinal County Elections Departments are not yet available.

(Note: the issue of renewing the Alternative Expenditure Limitation - Home Rule option is also scheduled to be on the August 28th ballot. Pending the second public hearing on Alternative Expenditure Limitation-Home Rule which is scheduled for April 18, 2018, a resolution specific to Alternative Expenditure Limitation - Home Rule question will be presented to Council for possible approval).

**Fiscal Impact:**

The cost to conduct an election is based on the number of registered voters. Now that Queen Creek's primary and general elections are consolidated on County/State ballots, the cost is \$.50/ballot.

There will be an additional cost for printing/mailing the required publicity pamphlet regarding the Alternative Expenditure Limitation - Home Rule ballot question.

**Alternatives:**

Council could choose not to adopt this resolution since it is now optional, however, the election will still be held.

**Attachment(s):**

Resolution 1214-18

Resolution 1214-18-SPA

## RESOLUTION 1214-18

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.**

**BE IT RESOLVED** by the Mayor and Common Council of the Town of Queen Creek, Arizona, as follows:

Section 1: Designation of Election Date; Purpose

That Tuesday, August 28, 2018 has been set as the date for the Primary Election in the Town of Queen Creek, Arizona, for the purpose of nominating candidates for the office of Mayor and Council Member of the Town Council whose names shall appear on the ballot at the General Election to be held on Tuesday, November 6, 2018. Any candidate receiving a majority of all the votes cast at the Primary Election will be declared elected without running at the General Election.

Section 2: Designating Deadline for Voter Registration

Maricopa County and Pinal County registration and voting lists will be used for the municipal election. In order to be qualified to vote in the Primary Election residents must be registered by July 30, 2018. In order to be qualified to vote in the General Election, you must be registered by October 8, 2018.

Section 3: Designating Date and Place to File Candidate Nomination Forms

Candidates seeking municipal office may obtain nomination papers and other materials, which must be filed by candidates at the Municipal Services Building – Town Clerk’s Office located at 22358 S. Ellsworth Road, Queen Creek, AZ 85142. Candidates may begin filing nomination papers and other nomination forms beginning April 30, 2018 and no later than 5:00 p.m. on May 30, 2018 at the Municipal Services Building located at 22358 S. Ellsworth Road, Queen Creek, AZ 85142 in order for their names to appear on the Primary Election ballot.

Section 4: Polling Places and Voting Districts

Polling places and voting districts are identified and secured by Maricopa County Elections and Pinal County Elections.

**PASSED AND ADOPTED** by the Mayor and Common Council of the Town of Queen Creek, Arizona this 4<sup>th</sup> day of April 2018.

FOR THE TOWN OF QUEEN CREEK:

ATTESTED TO:

\_\_\_\_\_  
Gail Barney, Mayor

\_\_\_\_\_  
Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kross, Town Manager

\_\_\_\_\_  
Dickinson Wright, PLLC  
Attorneys for the Town

Attachment: Resolution 1214-18 (Call of Election 2018 Resolution 1214-18)



## RESOLUCIÓN 1214-18

### RESOLUCIÓN DEL ALCALDE Y EL CABILDO ORDINARIO DEL MUNICIPIO DE QUEEN CREEK, ARIZONA, EN LA QUE SE DESIGNA FECHA Y PROPÓSITO DE LAS ELECCIONES; DESIGNACIÓN DE LA FECHA LÍMITE PARA REGISTRO DE ELECTORES; Y DESIGNACIÓN DEL LUGAR Y ÚLTIMA FECHA PARA QUE LOS CANDIDATOS ENTREGUEN LA DOCUMENTACIÓN PARA LAS NOMINACIONES.

El Alcalde y el Cabildo Ordinario del Municipio de Queen Creek, Arizona, RESUELVEN:

Sección 1: Designación de la fecha y propósito de las elecciones

Establecer el 28 de agosto de 2018 como la fecha para realizar las Elección Primaria en el Municipio de Queen Creek, Arizona, con el propósito de nominar para los candidatos para el cargo de Alcalde y al Concejo cuyos nombres aparecerán en la boleta de las Elección General que se llevará a cabo el 6 de noviembre de 2018. Cualquier candidato que reciba una mayoría de todos los votos emitidos en las Elección Primaria, se declarara elegido sin postularse en las Elección General.

Sección 2: Designación de la fecha límite para registro de votantes

Se utilizarán los listados de registro y votación de los Condados Maricopa y Pinal para las elecciones municipales. Para poder votar en las Elecciones Primaria, usted debe estar registrado antes del 30 de julio de 2018. Para poder votar en las Elecciones General, usted debe estar registrado antes del 8 de octubre de 2018.

Sección 3: Designación del lugar y fecha para presentar documentación de candidaturas

Los candidatos a cargos municipales podrán obtener los documentos para la candidatura y otro tipo de material en el Edificio de Servicios Municipales – en la Oficina de la Secretaria Municipal, 22358 S. Ellsworth Road, Queen Creek, AZ 85142. Los candidatos deberán presentar la documentación para la candidatura y los formularios relacionados 30 abril de 2018 antes de las 5:00 p.m. del 30 de mayo de 2018 en el Edificio de Servicios Municipales – en la Oficina de la Secretaria Municipal 22358 S. Ellsworth Road, Queen Creek, AZ 85142, con el fin de que sus nombres puedan aparecer en la boleta de las Elección Primaria.

Sección 4: Lugares de las Urnas y Distritos de Votación

Los lugares de votación y los distritos de votación son identificados y obtenidos por el Departamento de Elecciones del Condado Maricopa y el Departamento de Elecciones del Condado Pinal.

**APROBADO Y ACORDADO** por el Alcalde y el Cabildo Ordinario del Municipio de Queen Creek, Arizona, el día de hoy 4 de abril de 2018.

POR LA CIUDAD QUEEN CREEK

DOY FE:

\_\_\_\_\_  
Gail Barney, Alcalde

\_\_\_\_\_  
Jennifer Robinson, Secretaria Municipal

REVISADO POR:

APROBADO EN SU FORMA:

\_\_\_\_\_  
John Kross, Director Municipal

\_\_\_\_\_  
Dickinson Wright, PLLC ,  
Abogada Municipal

Attachment: Resolution 1214-18-SPA (Call of Election 2018 Resolution 1214-18)



Requesting Department

Town Manager

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM

**FROM:** JAMIE BENNETT, INTERGOVERNMENTAL AFFAIRS  
COORDINATOR

**RE:** Consideration and possible approval of the appointment of Beth Riley to the Pinal Regional Transportation Authority Citizen Transportation Advisory Committee.

**DATE:** April 4, 2018

---

**Staff Recommendation:**

Staff recommends approval of the appointment of Beth Riley to the Pinal Regional Transportation Authority Citizen Transportation Advisory Committee, contingent upon the effective date of the annexation of her residence (April 9, 2018).

**Relevant Council Goal(s):**



Effective Government

**Proposed Motion:**

Move to approve the appointment of Beth Riley to the Pinal Regional Transportation Authority Citizen Transportation Advisory Committee, contingent upon the effective date of the annexation of her residence.

**Discussion:**

The Pinal Regional Transportation Authority (PRTA) has two standing committees -- one of which is the Citizen Transportation Advisory Committee (CTAC). The CTAC consists of one representative from each city and town in Pinal County, as well as five appointments from Pinal County (one appointment for each Supervisor). CTAC members serve for one-year terms and must be residents of Pinal County.

The functions of the CTAC include:

- Assuring voters the funds collected under the PRTA 20-year, \$640 million plan will be implemented as approved by the voters on Nov. 7, 2017;
- Advising and reporting to the PRTA Board;

- Providing accurate, complete, and timely documentation of all project budgets and schedules for implementing projects or programs contained in the PRTA Plan;
- Reporting all findings on project or program implementation to the PRTA Board, including reports on project delivery, review of revenue projections and project expenditures; and,
- Preparing reports on the progress of implementation of the voter-authorized PRTA Plan.

Ms. Riley is a resident of Ironwood Crossings. The annexation of Ironwood Crossings is set to become effective on April 9. Staff recommends her appointment, contingent upon the annexation becoming effective.

Additional information about the PRTA is available at [PinalRTA.org](http://PinalRTA.org).

**Fiscal Impact:**

There is no direct fiscal impact associated with this appointment.

**Alternatives:**

The Town Council may choose to choose to appoint another individual to the CTAC; delay consideration on the appointment; or choose not to make an appointment to the CTAC.

**Attachment(s):**

Beth Riley's Notice of Interest Form

Submitter DB ID 16990

Received

IP Address

MAR 05 2018

Submission Recorded On 03/05/2018 10:14 p.m.

Town of Queen Creek

Time to Take the Survey

Page 1

The Town of Queen Creek depends on its citizens to help advance the community toward its goals. Residents can participate in local decision-making by serving on volunteer boards, commissions, committees and task forces. In most cases, volunteer members act in an advisory capacity making recommendations to the Town Council.

Appointments are made by approval of the Town Council. If you would like to be considered for an appointment, complete this form, attach a resume or letter about yourself and return all documents to:

Town of Queen Creek  
Town Clerk's Office  
22350 S. Ellsworth Road  
Queen Creek, AZ 85142  
Fax: 480-358-3001

[PDF version of this form]

1. Date

03/05/2018

2. Name

First Beth

Middle Aileen

Last Riley

3. Home Address

838 W Basswood Ave

4. Mailing Address (if different than home address)

Not answered

5. Occupation

Retired

6. Phone

Home Phone (619) 504-1576

Work Phone Not answered

Best time to call (a.m. or p.m.) any

Fax number Not answered

7. Email Address

tacticalblonde@att.net

8. How long have you been a resident of Queen Creek?

-30 days :) Once annexed I'll be official :)

Attachment: Beth Riley's Notice of Interest Form (Appointment to Pinal Regional Transportation Authority Citizen Transportation Advisory

9. Are you a registered voter?

Yes

10. Do you live within the Town's incorporated limits?

Yes

11. Have you participated in the Queen Creek Citizen Leadership Institute?

No

12. If yes, did you graduate?

No

13. Which boards, commissions, committees or task forces have you served on in the past, in Queen Creek or elsewhere?

Served as Co-Chair for the Ironwood Crossing Annexation Committee, multiple task forces in the Vice Unit at San Diego Police Department relating to Vice related industries (Police regulated businesses or occupations with a propensity for organized crime, i.e. Strip Clubs, Strippers, Firearms Dealers, Pawnbrokers/Secondhand Dealers, Money Exchange houses, Outcall Nude Entertainment Businesses, Outcall Nude Entertainers, Burglary Alarm industry, Solicitors, Card Rooms, etc, started and chaired the San Diego County Regional Pawnbroker/Secondhand Regulation Committee while at SDPD, and owned a small business in San Diego.

14. I am interested in serving on: (Please rank the committees you are interested in, with 1 being your first choice.)

- Board of Adjustment 4
- Economic Development Commission 2
- Municipal Arts Commission 6
- Parks and Recreation Advisory Board 5
- Planning and Zoning Commission 1
- Transportation Advisory Committee 3

15. Please describe why you would like to serve on this board, committee, commission, etc.

Since retiring from the City of San Diego, I moved to STV to be near my only grandson, who lives around the corner from me in Ironwood Crossing. After becoming interested in the annexation project, I began researching related issues to the annexation and the possible incorporation of STV. I was fascinated with all the different aspects, and enjoyed learning. Now that we are almost annexed, I don't want to stop being involved in the Town of Queen Creek. I've learned a lot about the Town and have been completely impressed with how well the Town is run and how fiscally responsible they are. I am very interested in continuing my education in various aspects of the Town.

16. Please describe special knowledge or expertise you have that would benefit the Town.

Attachment: Beth Riley's Notice of Interest Form (Appointment to Pinal Regional Transportation Authority Citizen Transportation Advisory

I worked in several positions at the City of San Diego for 25 years before retirement. I was a Code Enforcement Officer in the Vice Unit, and was responsible for all aspects of police regulated businesses and industries. I worked with multiple other law enforcement agencies, both local, state, and federal, (Ca DOJ, CA ABC, IRS, County Probation, City Attorney's Office, District Attorney's Office and multiple local police departments and the Sheriff's Office. I've worked with City budget meetings related to police permits & licensing fees, researching fee increase requirements, substantiated reasoning to Chief of Police support for increasing fees, worked with the City Treasurer's Office regarding fines issued by the Vice Unit, to be collected by City Treasurer's Office, worked with the Intergovernmental Relations Department at San Diego City to research information on proposed state bills relating to vice related industries, then reported findings to the Chief of Police and Intergovernmental Relations Department, and provide recommendation for or against support for proposed bills. After providing a recommendation to the Chief of Police not to support a particular bill, I worked with multiple state and local agencies, and provided related information to the California Chief's of Police Association asking for support to stop said bill.

I was responsible for inspections of multiple regulated industries, background investigations to determine fitness for police permit and state licensing. Once licensed, if inspections revealed violations, responsible to suspend or revoke police permits. If appealed, prepared Hearing packages, presented the City's evidence at appeal hearings (Majority of cases without the assistance of a City Attorney). If certain industries violated criminal laws, I issued misdemeanor citations or wrote Notify Warrants for submission to the City Attorney for criminal prosecution. I also issued Administrative Citations, issuing fines from \$100 to \$1,000, depending on severity and/or the number of repeat violation(s). On larger industries, worked with the Police Legal Advisor to determine fines imposed in lieu of suspension or regulation (normally this was related to night clubs, strip clubs and firearm dealers). I worked in an undercover capacity in different industries (strip clubs, night clubs & pawnbroker/second hand dealers related cases).

I also worked for 5 years at the City of San Diego's Environmental Services Department, also as a Code Enforcement Officer. I was responsible for enforcing laws related to environmental issues, recycling, refuse, illegal dumping, illegal dumping of hazardous materials and chemicals, illegal lodging (homeless encampments), theft of recycling, and issues hundreds of criminal citations, and over 100 Administrative Citations for civil violations. Testified in court for arrests I made, also testified as expert witness related to my industry. Also prepared hearing packets, criminal reports for submission to the City Attorney. Worked closely with SDPD on enforcement and assistance when requested to abate illegal homeless encampments and other related issues.

I also worked as a Police Radio Dispatcher in my early years at SDPD, and previously with San Diego Sheriff's Department, and Heartland Fire, which encompassed multiple fire departments in the area. I've worked as Operations Supervisor at a local Savings & Loan, and was a sole proprietor for a small business, responsible for all aspects of the business, including accounts payable and receivable, marketing, purchasing and sales. My experience gained from working in banking, my business, and the City of San Diego will be beneficial to the Town of Queen Creek because I have a very well rounded knowledge of municipalities, budget issues, and zoning issues. Due to a staffing shortage, I was asked to be an interim supervisor in the Police Permits & Licencing Unit's front county. I was responsible for all accounting of funds coming through the Vice Unit, which was

My cumulative experience is diverse, and will help me to understand the issues at hand with the Town.

**17. Please list community, civic, professional, social, cultural or athletic organizations you have been affiliated with and in what capacity.**

I started and run a monthly bunco group for the Ironwood Crossing Social Committee, which is held at the community clubhouse. I also started a monthly bingo group in Ironwood Crossing, and am in the process of starting a social committee to include new residents to Ironwood Crossing and assist them make friends in the community. I started the La Mesa Fire Wives Association, a charitable group who raised money to assist the fire department with equipment. Ran a "Dunk a Hunk" booth at the La Mesa Oktoberfest, which is the largest Oktoberfest west of the Mississippi River. This was a very successful fundraiser for the department. While working at SDPD, I was the fundraising manager for the Police Athletic League, and was responsible to raise funds for the 40th annual Western States Police and Fire Games. I chose a police/fire calendar as my project, and generated more than \$5,000 in funds. I was the "Social Director" in the Vice Unit during my 9 years in the unit, and planned the Christmas party luncheons, birthday club celebrations, ran the "Vice Unit Store" for the night vice teams, which provided them with snacks while working nights after the cafeteria was closed.

18. Are you available for evening meetings?

Yes

19. Are you available for morning meetings?

Yes

20. Are you available for lunch meetings?

Yes

21. Are there days of the week you are not available for meetings? (Check all that apply)

Not answered

22. Resume

I hereby acknowledge that all information provided on this application is subject to disclosure pursuant to the Arizona Public Records Law. I understand that members of boards, commissions, committees and task forces are subject to disclosure of conflicts of interest. I certify that the information contained herein is true and accurate to the best of my knowledge.

Note: Notice of Interest forms will be kept on file for 12 months. After that, they will expire and applicant's will need to submit a new form.

23. Signature

Beth Riley

This question is marked as sensitive.

Attachment: Beth Riley's Notice of Interest Form (Appointment to Pinal Regional Transportation Authority Citizen Transportation Advisory





Requesting Department

Town Manager

**TO:** HONORABLE MAYOR AND TOWN COUNCIL

**FROM:** JOHN KROSS, TOWN MANAGER, ICMA-CM AND SCOTT MCCARTY, FINANCE DIRECTOR/CFO

**RE:** Discussion on the FY 18/19 Budget relating to the primary property tax for public safety.

**DATE:** April 4, 2018

---

**Staff Recommendation:**

The Town Manager's FY 18/19 Recommended Budget is set to include the maximum allowable property tax rate. This is recommended in order to allow for the capacity required based on the scheduled growth needed to maintain service levels.

**Proposed Motion:**

Motion to proceed with including maximum property tax rate or an alternative option in setting the FY 18/19 Tentative Budget.

**Relevant Council Goals:**



Effective Government



Safe Community - Public Safety

**Discussion/History:**

Council Authorization of the Primary Property Tax Vote: December 20, 2006

Voter Approval of the Primary Property Tax: May 15, 2007

In 2006 a Fire/EMS Service Study was performed which resulted in a recommendation to move away from the then existing Fire Service Subscription method and create a municipal fire department. A survey of the Queen Creek residents showed favorable support of this, with 73% of the respondents wanting to eliminate the subscription

method. The Study Committee recommended funding for the maintenance and operation of the fire department come from a Primary Property Tax, and an increase to the general sales tax rate levied on all transactions (including construction).

The Town's Primary Property Tax is dedicated to funding Public Safety. Last year, several discussions regarding property tax occurred much later in the budget development process. As a result, this year staff is presenting the information earlier in the FY 18/19 budget development process to give the Town Council an opportunity to review and consider other options before the tentative budget is established. Determining the amount received from property taxes is a critical policy question - especially for next year's budget as public safety and fire expenses are expected to increase by \$4.1 million due to the addition of a patrol/traffic unit and the opening of another fire station. These increases are necessary to meet the needs of our growing community.

The Town Manager's FY 18/19 Recommended Budget is scheduled for release on April 5, 2018, and includes the maximum property tax rate to fund public safety. This is consistent with past practice and approach since the approval of the primary property tax - the rate has always been adopted at the \$1.95 per \$100 of assessed value. However, there is still time to incorporate any changes Council would like prior to setting the FY 18/19 Tentative Budget.

The purpose of this presentation is to:

- Review the Role of Property Taxes in Funding Fire and Public Safety Services
- Provide assessor's information regarding assessed valuations to be used for FY 18/19 Property Tax calculations

There is no formal action that will occur regarding property tax levies or property tax rates. Those actions will come at a later date as required by state law.

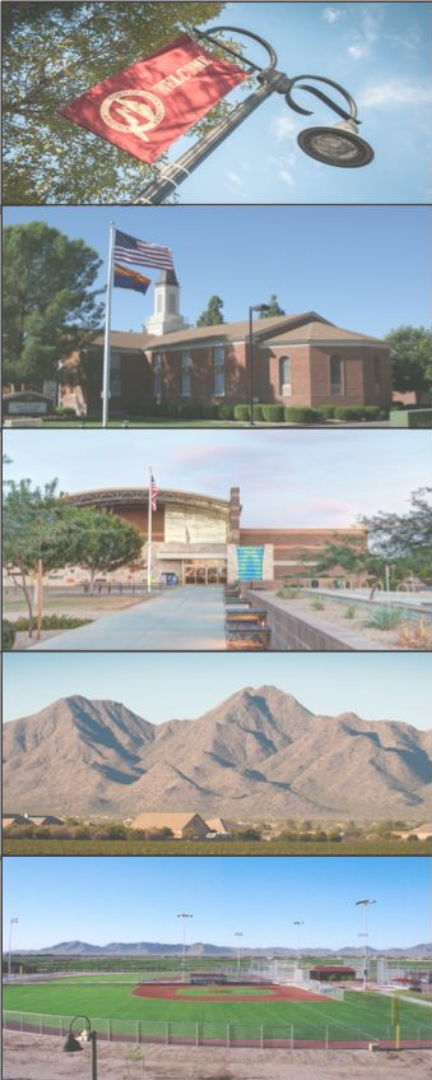
**Fiscal Impact:**

The Town's primary property tax is a significant funding mechanism for Public Safety as it provides approximately 39% of the funding for those services in FY 18/19. When the property tax for public safety was authorized by the Town Council in the mid 2000's the intent was to create a diverse revenue stream for these critical services. The concern was to establish a revenue source that was not too reliant on volatility in the market, such as consumption taxes (i.e., sales taxes).

Each year, options exist for determining the amount received from property taxes; however, these options affect the funding necessary from the General Fund to bridge the overall gap between public safety revenues and expenses. The more that is received from property taxes, the lower the General Fund subsidy. The Town Manager's FY 18/19 Recommended Budget includes the maximum revenue possible from the dedicated primary property tax. However, should Council choose to consider another option, there is still time for that to be included in setting the Tentative Budget.

**Attachment(s):**

Presentation: FY 18/19 Primary Property Tax Overview

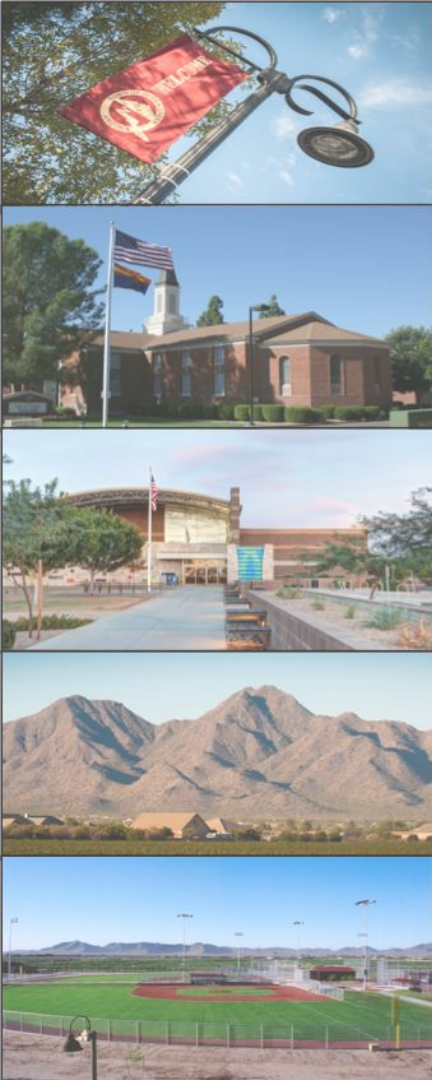


# FY 2018-19 PROPERTY TAXES: AN INTRODUCTION AND OVERVIEW

## Town Council Meeting

April 4, 2018

Attachment: Presentation: FY 18/19 Primary Property Tax

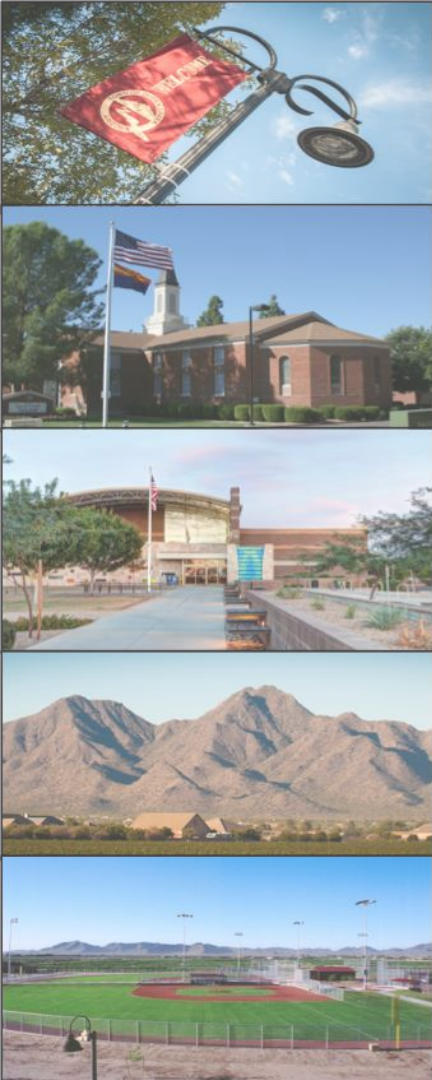


# PURPOSE OF TONIGHT'S PRESENTATION

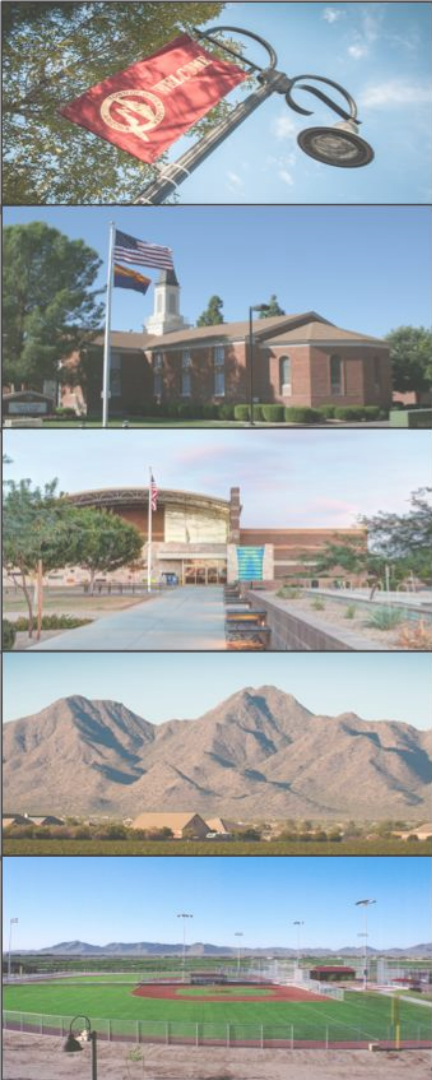
7.A.a

- Review the Role of Property Taxes in Funding Fire and Public Safety Services
- Provide Assessor's Information Regarding Assessed Valuations to be Used for FY 18-19 Property Tax Calculations

Attachment: Presentation: FY 18/19 Primary Property Tax



# EMS FUND OVERVIEW

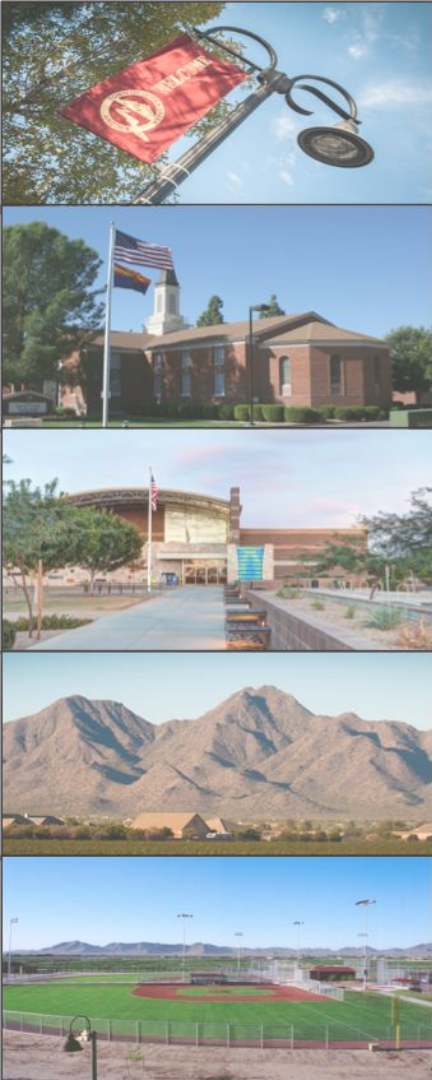


# EMS FUND

	FY 17-18	FY 18-19 Town Manager's Recommended Budget*
Expenses	\$14.7M	\$18.1M
Dedicated Revenues	<u>\$10.5M</u>	<u>\$11.7M*</u>
General Fund Subsidy	<u>\$4.2M</u>	<u>\$6.4M</u>

Attachment: Presentation: FY 18/19 Primary Property Tax

\*Assumes a maximum of \$7M from Primary Property Taxes



# EMS FUND OVERVIEW

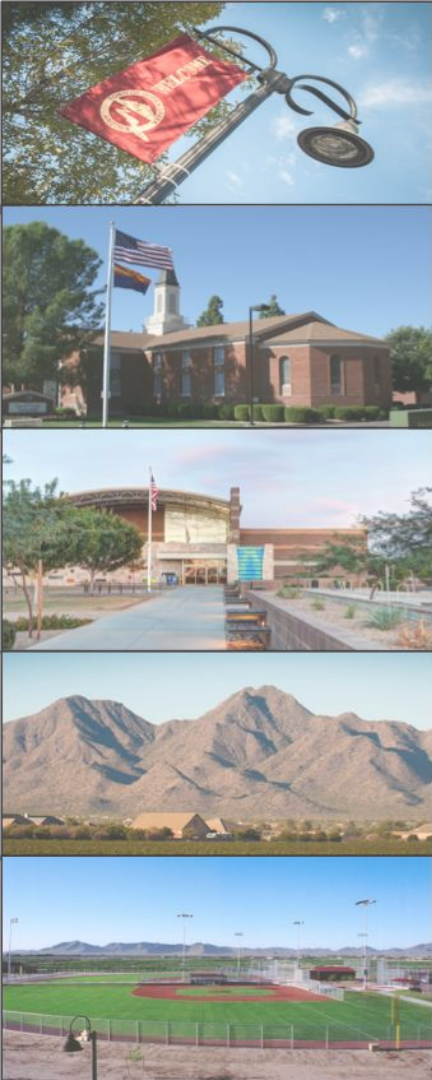
7.A.a

(CONTINUED)

- The FY 2018-19 Budget Forecast Expenses are \$18.1M
  - Fire: \$11.5M
  - Public Safety (Sheriff): \$6.6M

Attachment: Presentation: FY 18/19 Primary Property Tax





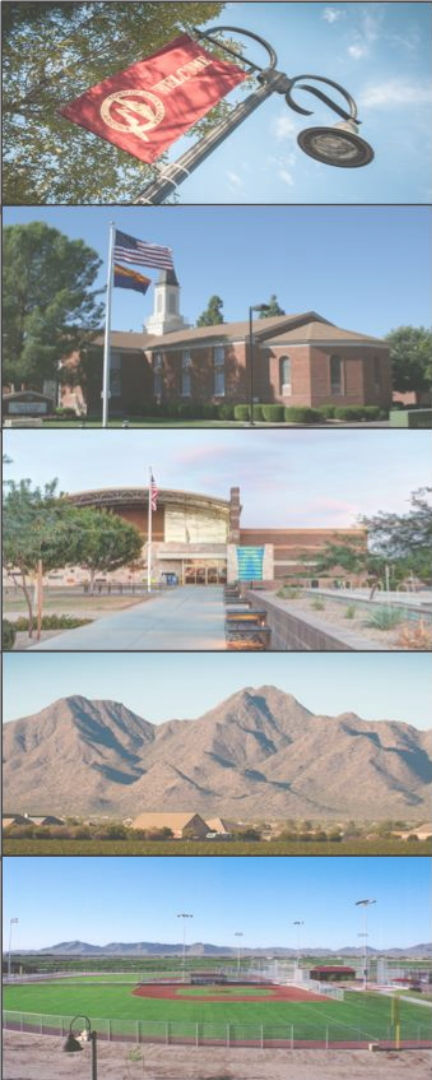
# EMS FUND OVERVIEW

7.A.a

(CONTINUED)

- FY 18-19 Expense Increase = \$4.1 (28%)
  - \$1.3M Expense Increase for Patrol/Community Services/Traffic Unit
    - \$1.2M for Staffing (5 Deputies, 1 Sergeant)
    - \$0.1M for Vehicles and Equipment (51% Non Growth Share)
  - \$2.8M Expense Increase for New, Northeast Fire Station and Staffing
    - \$1.5M for Staffing (12 Firefighters, 1 Assistant Chief)
    - \$1.3M for Building / Truck (18% Non Growth Share)

Attachment: Presentation: FY 18/19 Primary Property Tax



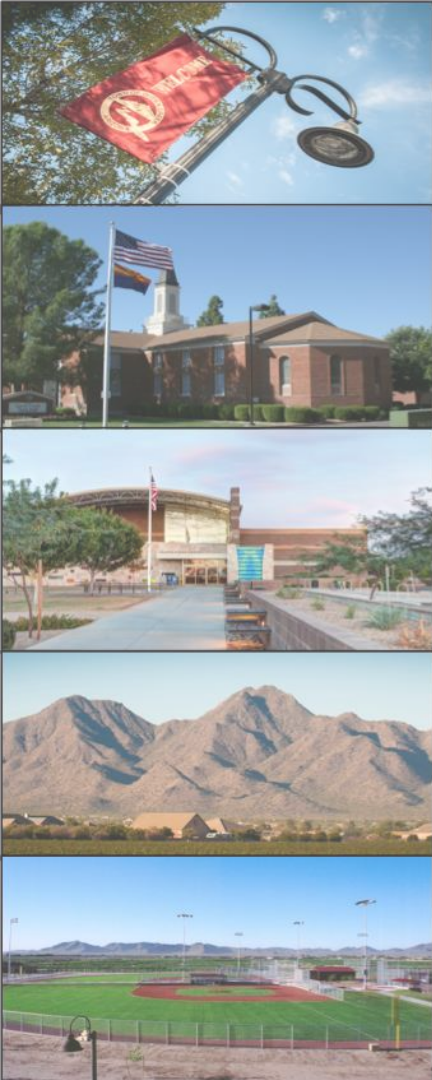
# EMS FUND OVERVIEW

7.A.a

(CONCLUDED)

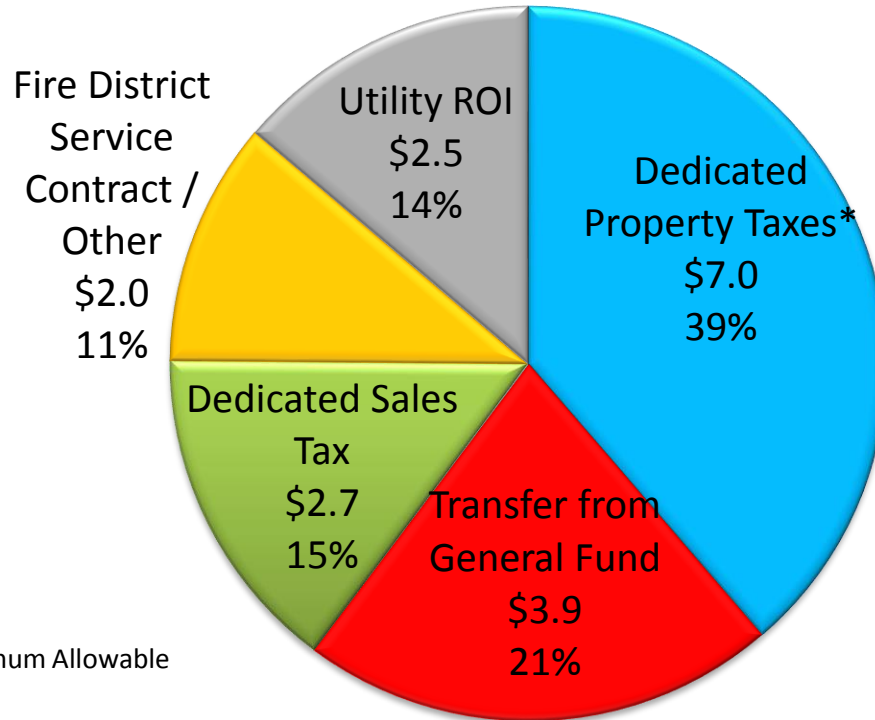
- \$1.2M Annual Expense Reduction for Unfunded Liability by Creating MCSO Pension Reserve
- New \$2.5M Annual Revenues from Town's Water and Wastewater Utilities (Franchise Fees, Property Taxes, and ROI)
- Property Taxes are the Largest Dedicated Funding Source for EMS
  - \$7M Annually (Covers 39% of Expenses at Maximum Amount)

Attachment: Presentation: FY 18/19 Primary Property Tax

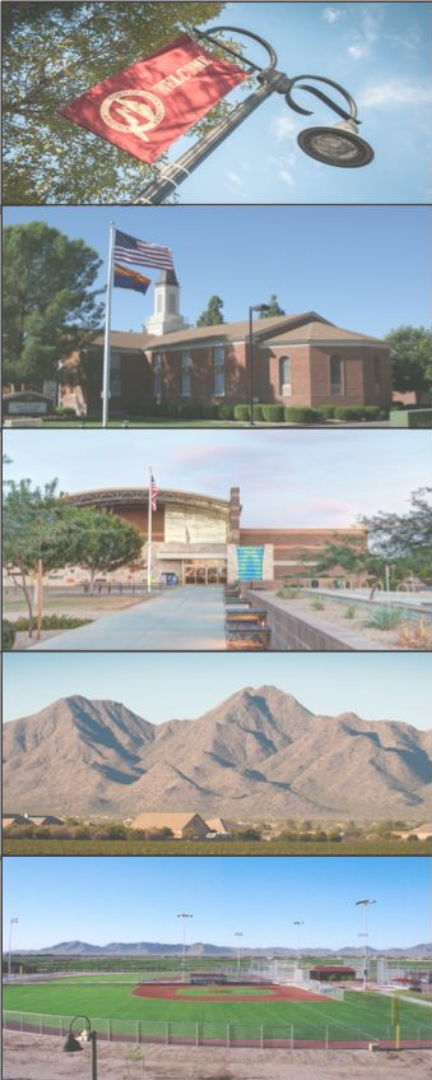


# FY 18-19 FORECAST BUDGET

## EMS REVENUES: \$18.1M



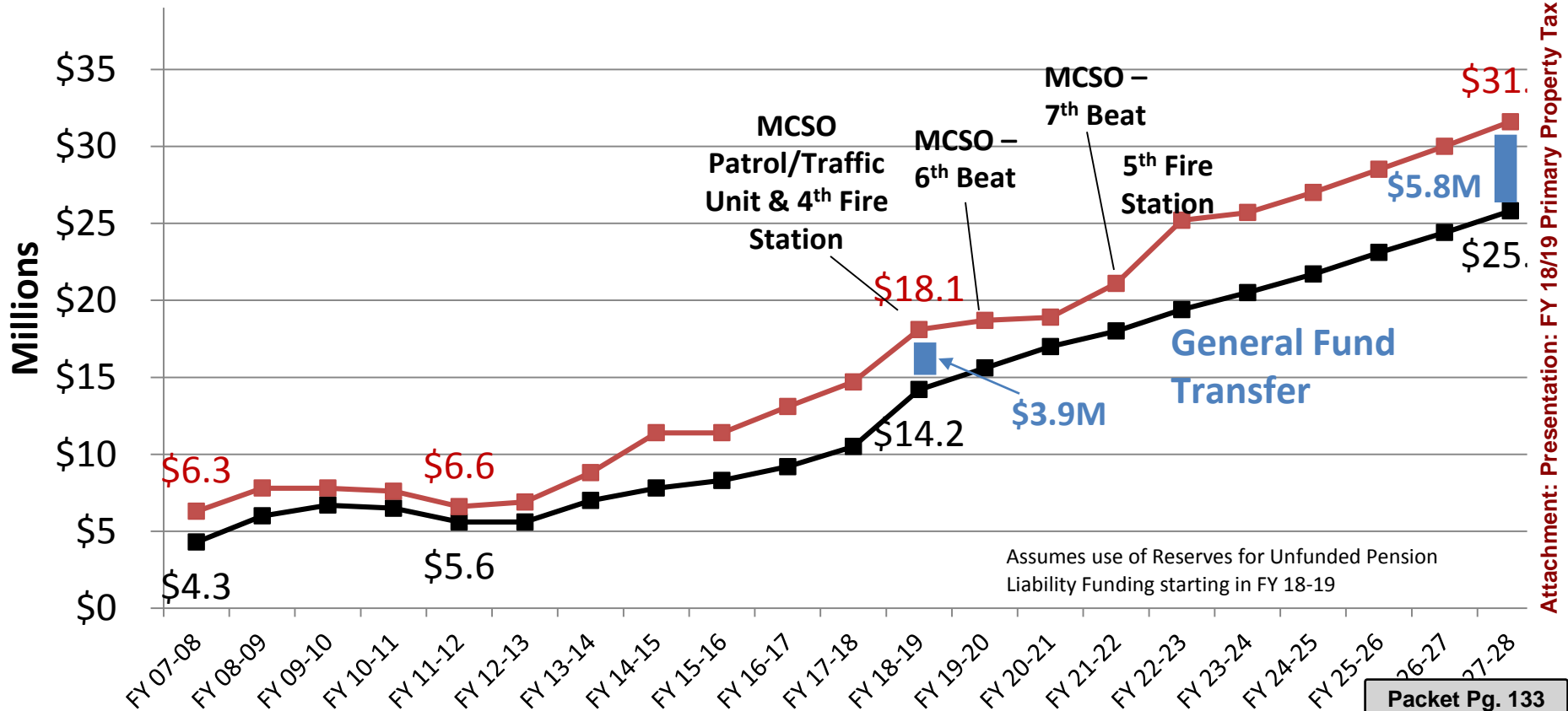
\*Assumes Maximum Allowable



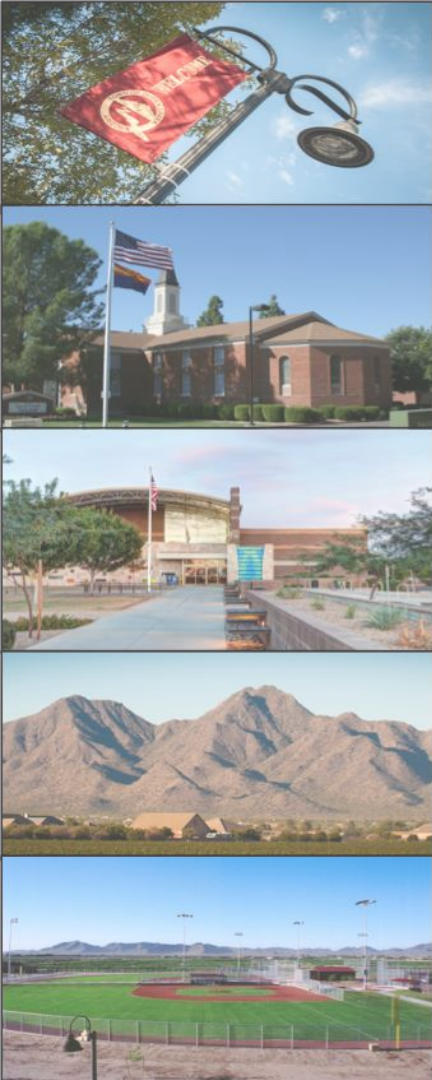
# GENERAL FUND TRANSFER

- The General Fund Transfer is the Difference Between Dedicated EMS Revenues and Expenses
- The Transfer is Projected to Increase Because of Increased Staffing
  - Increased Fire Staffing
    - 2 New Stations Within Next 5 Years
  - Increased MSCO Staffing
    - 2 Additional Staffing Beats Within Next 5 Years

# EMS FUND REVENUES AND EXPENSES



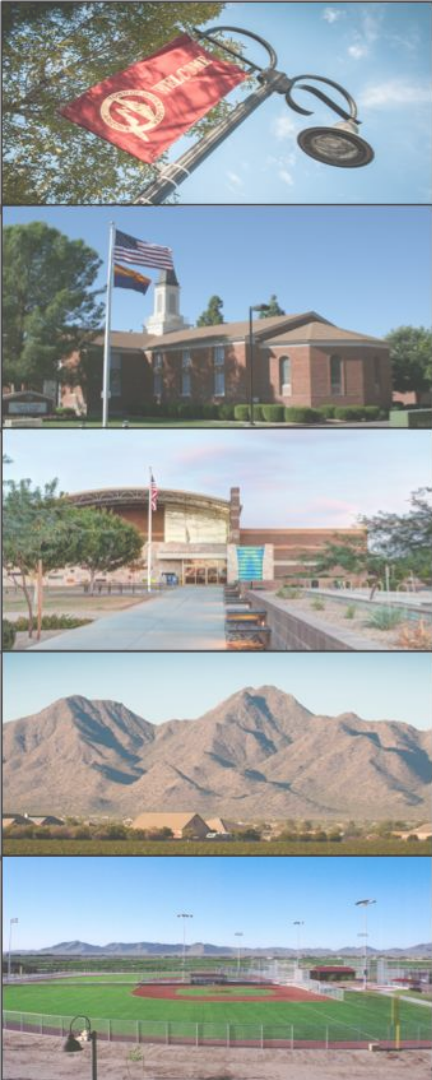
Attachment: Presentation: FY 18/19 Primary Property Tax



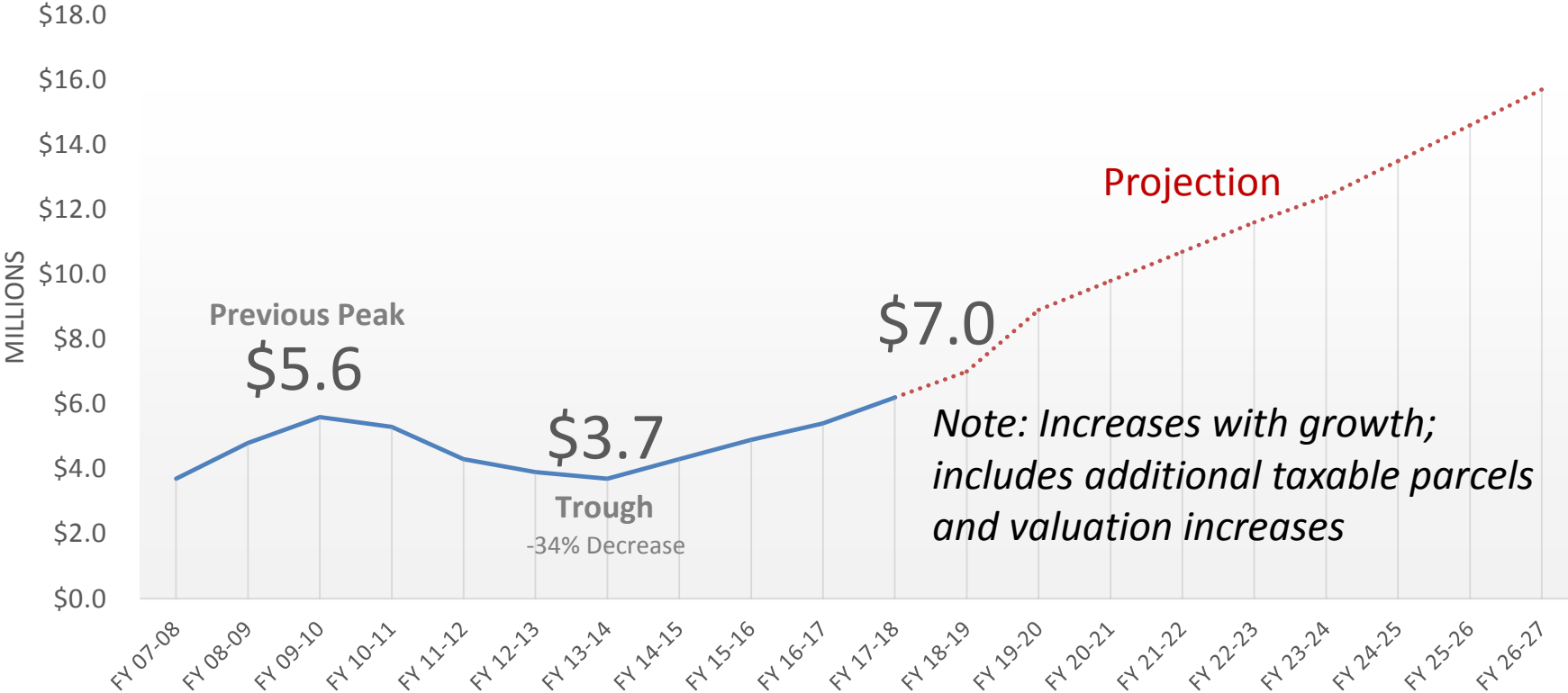
# PROPERTY TAXES

# QC PROPERTY TAX HISTORY

- 2007 Voter Approved Primary Property Tax
  - Dedicated for Public Safety
  - Created to Provide a Stable Revenue Source to Pay for Public Safety
  - “Not to Exceed to \$1.95 Levy”
- QC Does Not Have a Secondary Property Tax (Voter Approved for Capital)



# PROPERTY TAX REVENUES @ \$1.95 PER \$100 AV



*Note: Increases with growth; includes additional taxable parcels and valuation increases*

Attachment: Presentation: FY 18/19 Primary Property Tax



# Current Property Tax Allocation in Queen Creek (Maricopa Co) 7.A.a



Higher  
Government  
4¢ State  
10¢ County

**14¢**



Municipal  
Government  
15¢ Town – QC

**15¢**

\$1.95 per  
\$100 AV for  
EMS



Education  
55¢ Local School District  
11¢ Community College

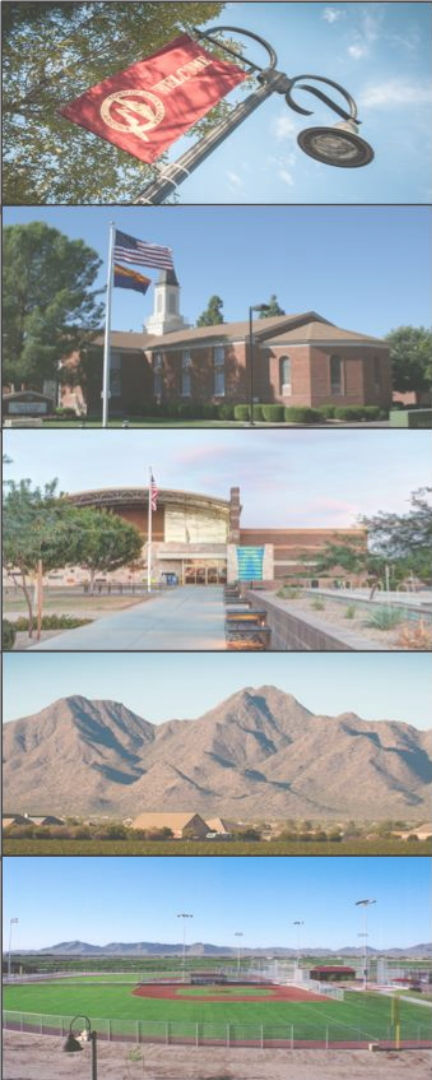
**66¢**



County-Wide  
Special Districts  
2¢ Healthcare  
1¢ Flood Control  
1¢ CAWCD  
1¢ Other – Library, Fire

**5¢**

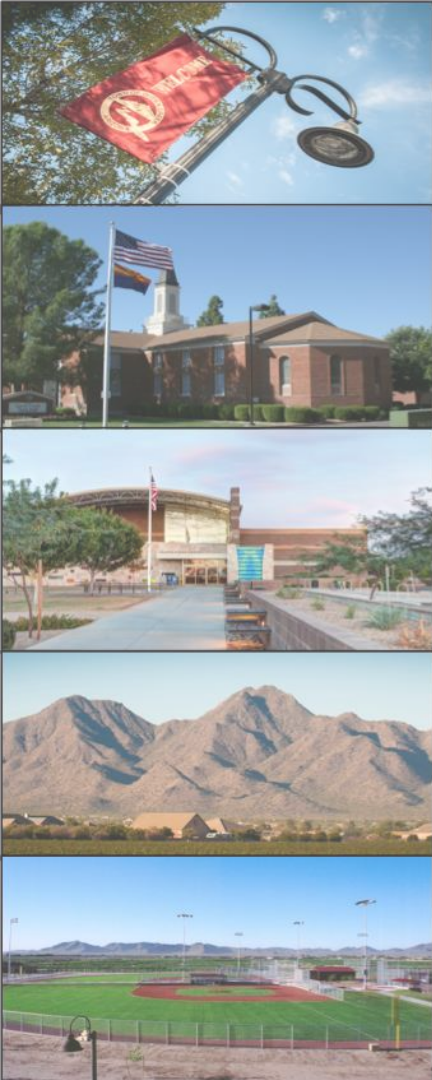
Packet Pg. 137



# HOW IS PROPERTY TAX CALCULATED?

The Property Taxes are the Result of Two Components:

1. Assessed Value (County Determined)
2. Levy Rate (Town Council Determined)



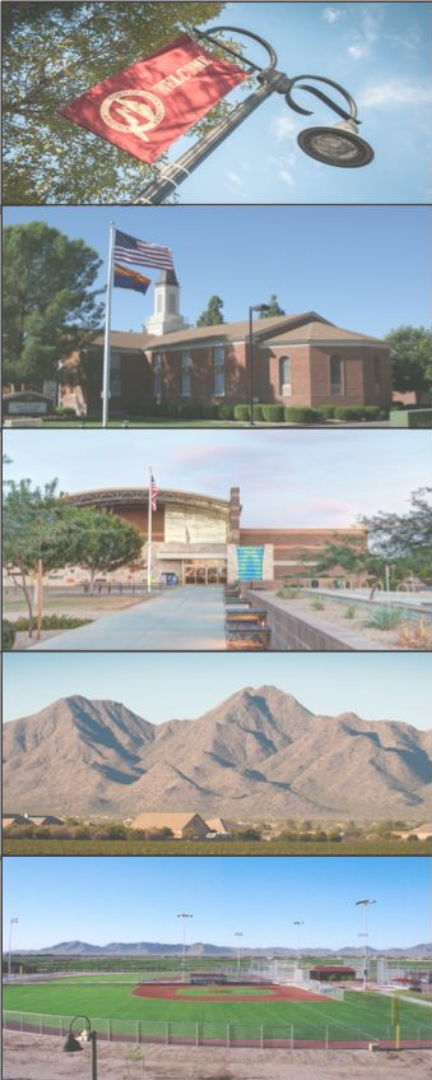
# FY 18-19 ASSESSED VALUE INCREASE

(COMBINED PINAL AND MARICOPA COUNTIES)

	Assessed Value	% Change
FY 17-18	\$317.4M	
FY 18-19 Increases:		
Existing Property	\$17.3M	+5%
New Construction	<u>\$22.3M</u>	+7%
<b>FY 18-19 Increase</b>	<b>\$39.6M</b>	
<b>FY 18-19*</b>	<b>\$357M</b>	<b>+11.2%</b>

Attachment: Presentation: FY 18/19 Primary Property Tax

\*Does not include annexations in progress



# FY 18-19 ASSESSED VALUE INCREASE (BY PROPERTY CLASSIFICATION)

7.A.a

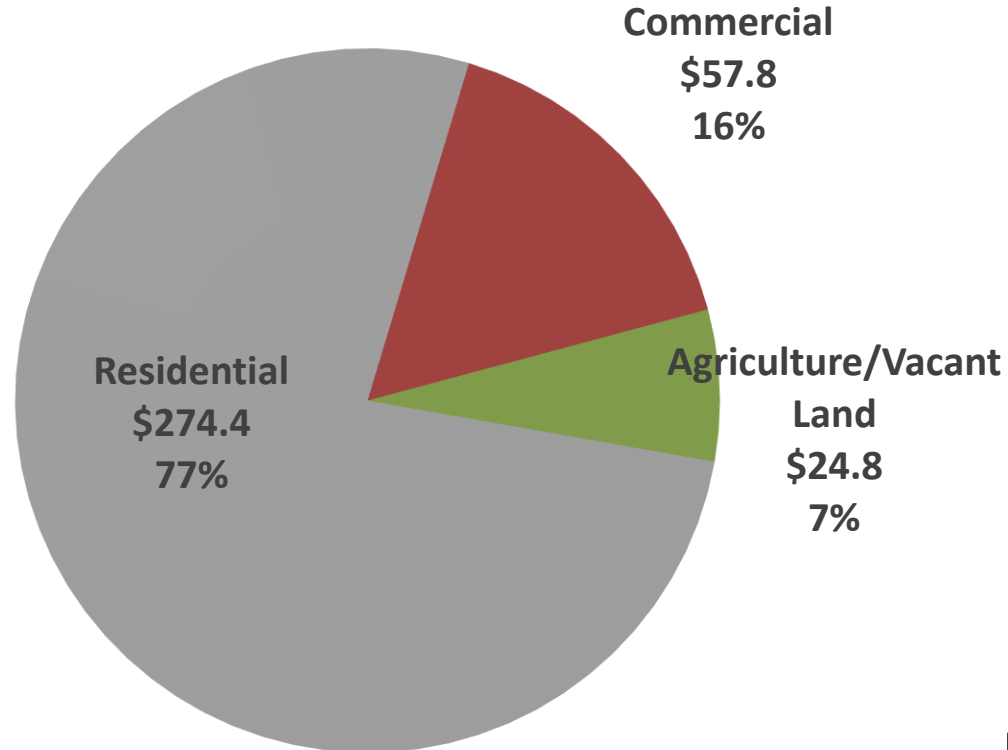
Property Class	\$ Change in Assessed Value	% Change in Assessed Value
Residential	\$36.3M	15%
Commercial	\$10.7M	23%
Agriculture/Vacant	<u>(\$7.4M)</u>	<u>-23%</u>
Total	\$39.6M	12%

Attachment: Presentation: FY 18/19 Primary Property Tax

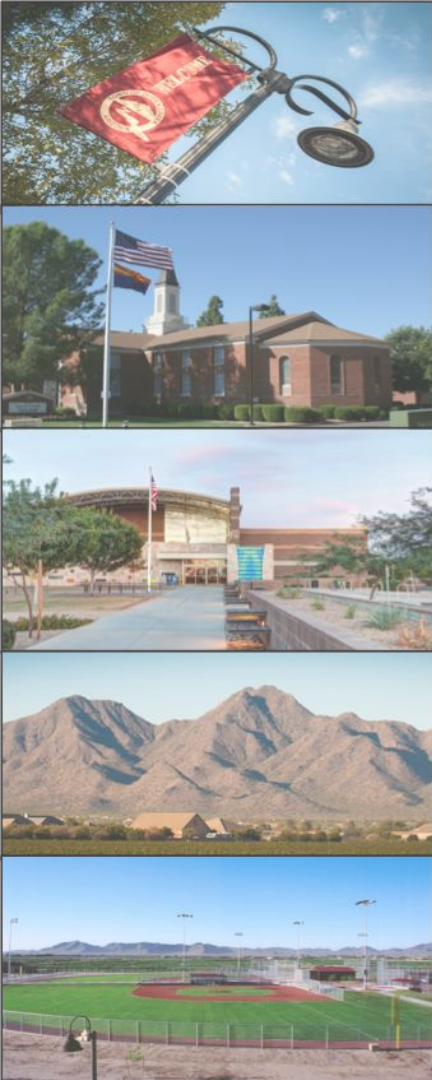
# \$357M AV

7.A.a

## (BY PROPERTY CLASSIFICATION)



Attachment: Presentation: FY 18/19 Primary Property Tax



# PROPERTY TAX FORMULA

$$\begin{array}{ccc} \text{Assessed Value (AV)} & \times & \text{Levy Rate (per \$100 AV)} \\ \$357\text{M} & & \$1.95 \\ & & = \\ & & \text{Annual Revenues} \\ & & \$7\text{M} \end{array}$$

Maricopa  
County

Town  
Council

Attachment: Presentation: FY 18/19 Primary Property Tax

# DISCUSS FINANCIAL IMPACTS

7.A.a

1. Aggregate Impact
2. Individual Parcel Impacts



# AGGREGATE IMPACT

7.A.a

(CONTINUED)

## Three Options

- Option A: Same Revenue as Current Year
  - \$772K Less than the Maximum
- Option B: Same Revenue as Current Year Plus New Construction
  - \$359K Less than the Maximum
- Option C: Maximum Revenue
  - \$772K Increase Over Current Year
    - \$435K Increase From New Construction
    - \$337K Increase From Existing Properties





# AGGREGATE IMPACT (CONCLUDED)

	Revenue	Increase From New Properties	Increase from Existing Properties	Total Increase from FY17-18	Levy Rate*	% of EMS Funded
FY 17-18 Amount	\$6.2M				\$1.95	42%
Options:						
A. Same <u>Revenue</u> as Current Year	\$6.228M -\$772K	\$0K	\$0K	\$0K	\$1.73	34%
B. Same <u>Revenue</u> as Current Year from Existing Properties plus New Construction Only	\$6.641M -\$359K	\$413K -\$22K	\$0K -\$337K	\$413K -\$359K	\$1.85	37%
C. Maximum Revenue Amount	\$7.0M	\$435K	\$337K	\$772K	\$1.95	39%

Attachment: Presentation: FY 18/19 Primary Property Tax

\* Ballot language stated "Under no circumstances shall the primary property tax rate exceed \$1.95 per \$100 of assessed value"

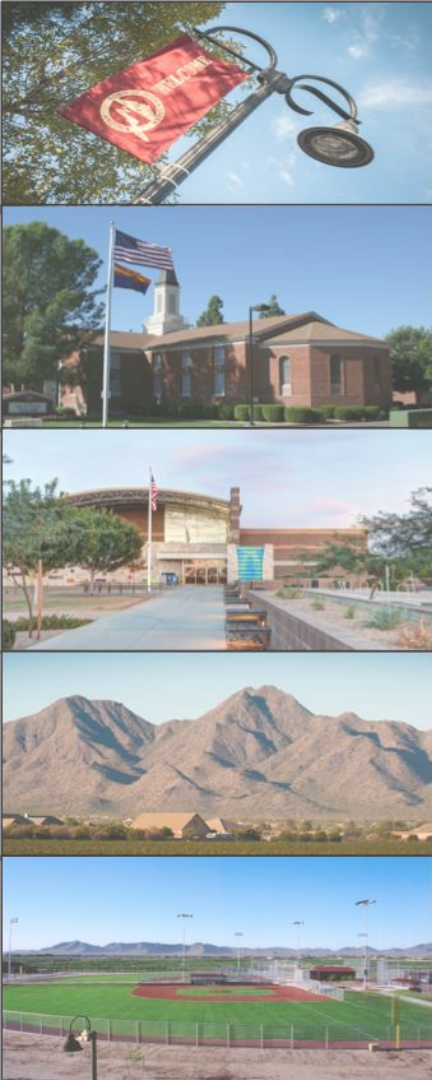
# INDIVIDUAL PARCEL

7.A.a

## IMPACTS

- Amount is Unique for Each Parcel
- 18,636 Parcels of Land
  - 18,295 in Maricopa County
  - 341 in Pinal County
- The 18/19 Median Value Home AV is 7% Less Than FY 08-09 Peak
  - \$211K AV vs. \$227K AV
  - \$33 Lower Property Taxes

Attachment: Presentation: FY 18/19 Primary Property Tax



# QUEEN CREEK PROPERTY TAX

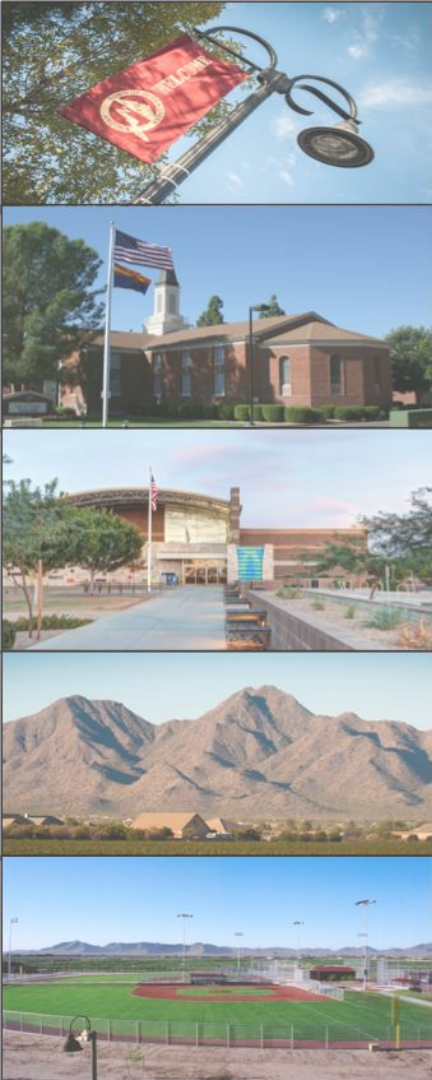
## EXAMPLE

### SINGLE-FAMILY HOME

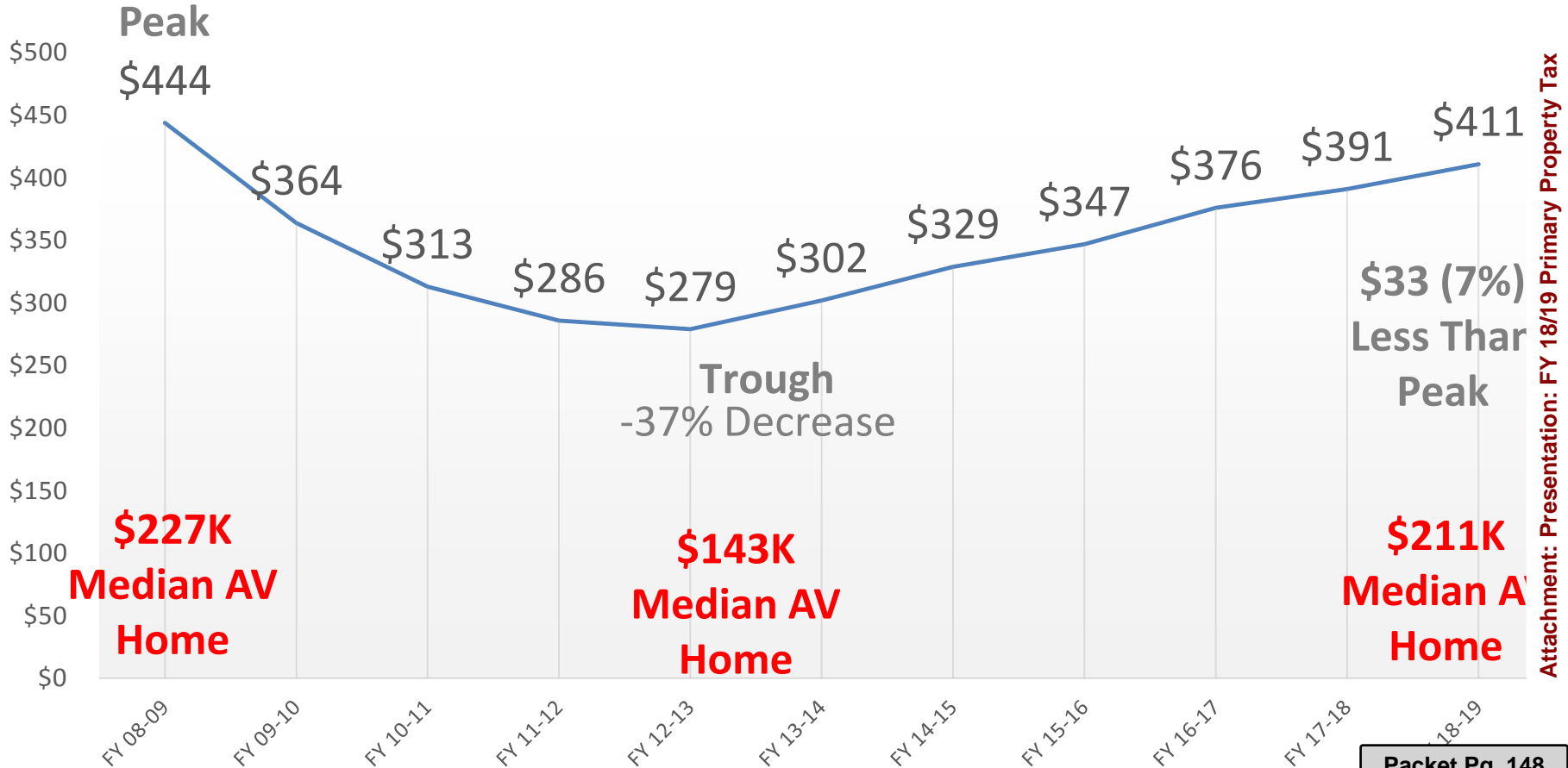
7.A.a

	Amount
<b>A) Limited Property Value (LPV) FY 18/19 Median</b>	<b>\$210,728</b>
<b>B) Residential Assessment Ratio</b>	<b><u>10%</u></b>
<b>C) Assessed Value at 10% of LPV (A x B)</b>	<b>\$21,073</b>
<b>D) Conversion to a “per \$100” AV (C/\$100)</b>	<b><u>\$211</u></b>
<b>E )Primary Rate per \$100 AV</b>	<b>\$1.95</b>
<b>F) Property Tax (D x E)</b>	<b>\$411</b>

Attachment: Presentation: FY 18/19 Primary Property Tax



# QC PROPERTY TAX PAID ON A MEDIAN VALUE HOME 7.A.a



# INDIVIDUAL PARCEL

7.A.a

## IMPACTS (CONCLUDED)

- Property Taxes Paid by Each Parcel Could Increase, Decrease, or Have No Change from the Prior Year (See Next Slide)
  - The Individual Parcel Appreciation Increase is Limited by State Statute to 5% (Assuming Land Use Remains the Same)

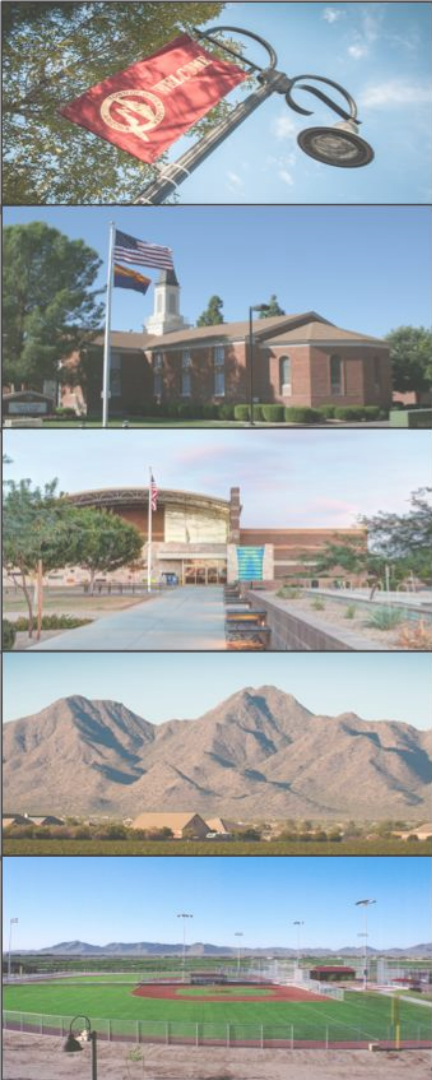
Attachment: Presentation: FY 18/19 Primary Property Tax

# INDIVIDUAL PARCEL IMPACT

7.A.a

	~Median Home Value	Option A Same Revenue as FY 17-18 \$1.73 Levy	Option B Same Revenue as FY 17-18 (plus new construction only) \$1.85 Levy	Option C Maximum Revenue \$1.95 Levy
FY 18-19	\$201K			\$391
Scenarios:				
AV +5% ("Most Likely")	\$211K	\$365 (-\$26)	\$390 (-\$1)	\$411 (+\$20)
AV +7%	\$216K	\$372 (-\$19)	\$397 (+\$6)	\$419 (+\$28)

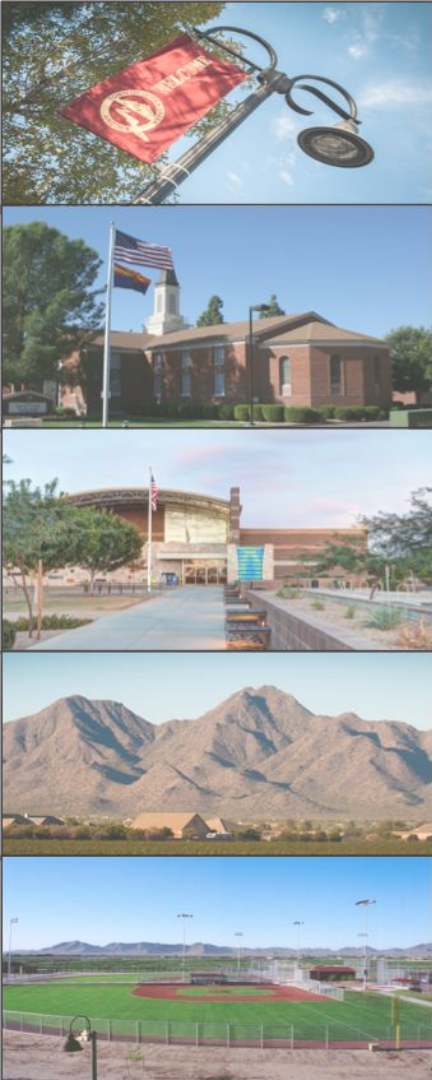
Attachment: Presentation: FY 18/19 Primary Property Tax



# MORE ON OPTIONS A AND B

7.A.a

- If the Property Tax Levy is Set at an Amount Less than the Maximum Amount, It Can be Returned to Maximum Amount
  - The Requirement to Do So Varies Based on the Amount of the Annual Increase



# OPTIONS TO RETURN TO MAXIMUM AMOUNT

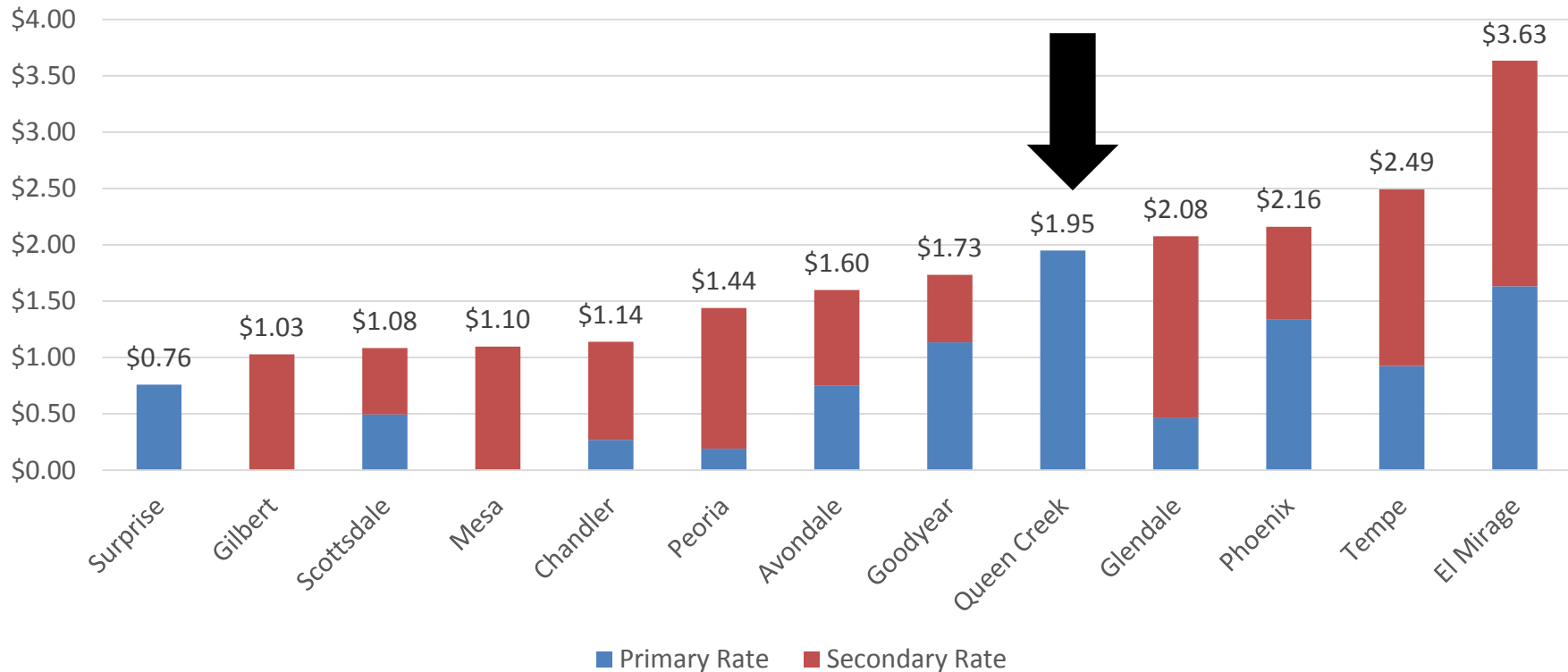
7.A.a

1. Majority Roll Call Vote of the Town Council if the Annual Revenue (Levy) Increase is Less Than 15% for Existing Properties
2. Unanimous Roll Call Vote of the Town Council if the Annual Revenue (Levy) Increase is Equal to 15% or more for Existing Properties (A.R.S 42-17107 Section A4)

Attachment: Presentation: FY 18/19 Primary Property Tax



# PROPERTY TAX COMPARISONS (FY17-18 RATES)



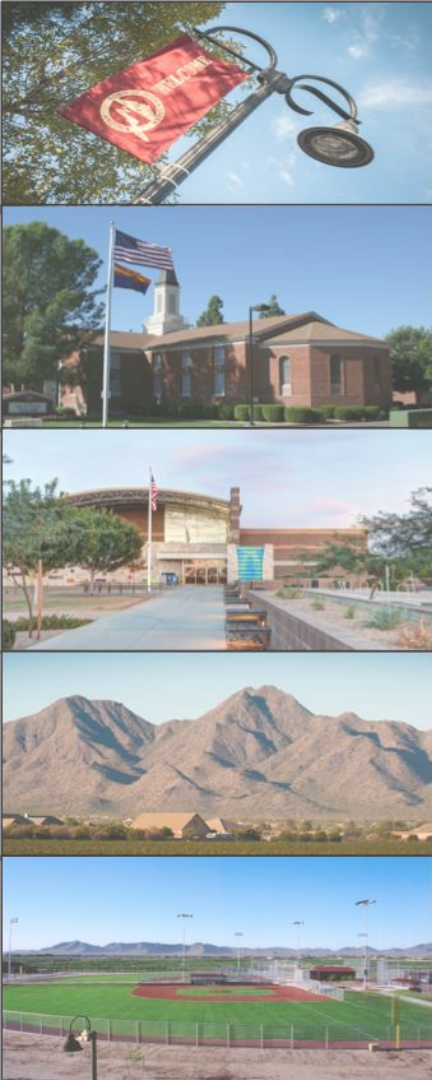
Attachment: Presentation: FY 18/19 Primary Property Tax

\*All cities are currently in the process of setting the FY 18-19 rates.  
Does not include Community Facility Districts.

# ANOTHER FACTOID . . .

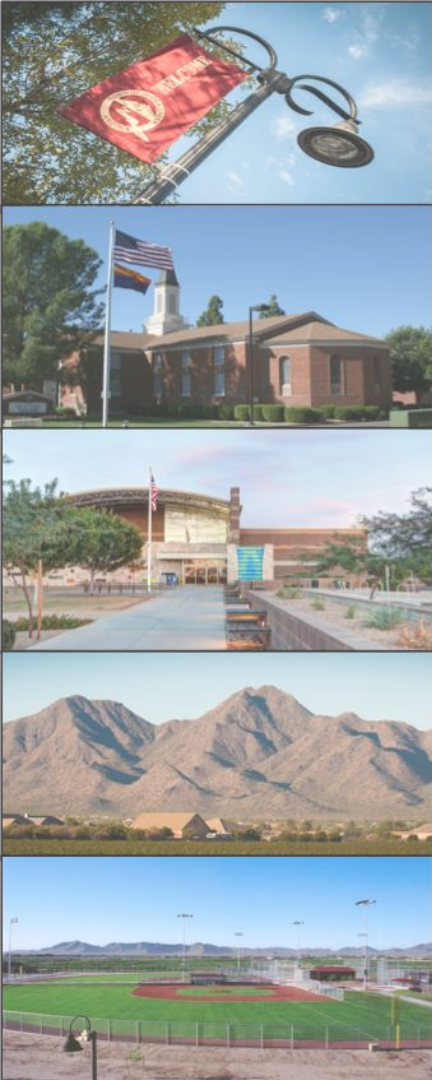
## ISO Rating Increased from 4 to 2 (Insurance Service Office)

- 1 to 10 Scale (1 Being the Highest)
- Used by Insurance Companies to Set Property Insurance Rates
- Rating Factors include
  - Emergency communications (10%) — 911 telephone systems, adequacy telephone lines, operator supervision and staffing, and the dispatching hardware and software systems
  - Fire department (50%) — adequacy of equipment, sufficient staffing, evaluation of training, existence of automatic aid, and geographic distribution of fire companies
  - Water supply (40%)— condition and maintenance of hydrants, existence alternative sources, and a careful evaluation of the amount of available water — in volume and pressure — compared with the amount needed suppress fires
- *Property Insurance Rate Reduction Research Pending*



# STAFF DIRECTION

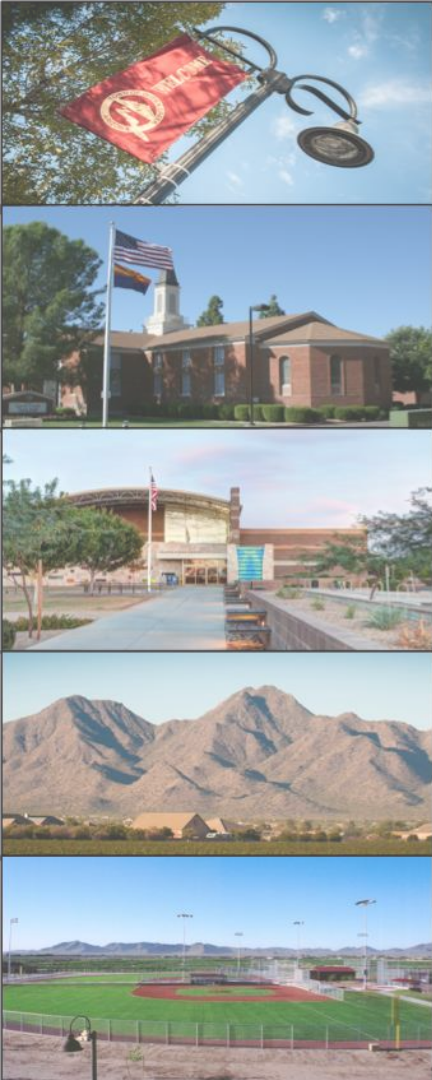
- Options
  - Option A: \$6.228M
  - Option B: \$6.641M
  - Option C: \$7.0M



# BUDGET CALENDAR

Date	Action Item
April 4	Town Manager's Recommended Budget Released
April 25, 26	Budget Committee Meetings
May 16	FY 18/19 Tentative Budget Approval
June 6	Truth in Taxation Hearing Set Property Tax Levy Date Adopt FY 18/19 Final Budget
June 20	Set Property Tax Levy for FY 18/19

# QUESTIONS AND COMMENTS





Requesting Department

Finance

**TO:** HONORABLE MAYOR AND TOWN COUNCIL  
**THROUGH:** JOHN KROSS, TOWN MANAGER, ICMA-CM  
**FROM:** SCOTT MCCARTY, FINANCE DIRECTOR  
**RE:** Public Hearing on the Alternative Expenditure Limitation/Home Rule Option.  
**DATE:** April 4, 2018

---

**Staff Recommendation:**

Proceed with the process of seeking voter approval for the Home Rule Option (Alternative Expenditure Limitation), during the August 2018 Primary Election with Home Rule taking effect beginning FY 2019/20.

**Relevant Council Goal(s):**



Effective Government: Financial Management, Internal Services & Sustainability

**Proposed Motion:**

No formal action is required. This is the first of two public hearings required to approve bringing the Home Rule Option forward to the voters. The second hearing will occur April 18, 2018 during the scheduled Council Meeting. This second hearing will also require Council action in the form of a vote to be taken during a Special Meeting officially approving the placing of Home Rule on the Primary Election Ballot on August 28, 2018.

**Discussion:**

In 1979/80, the Arizona Legislature enacted an Expenditure Limitation as a means to limit municipal expenditures in response to property taxes increasing at a greater rate than personal incomes. The formula is not practical for Queen Creek given the community's size now versus when the initial limitation amount was created. The law contemplated situations such as the Town's in which the formula would be detrimental to the city or town and the law allows for "local options" to set an alternative expenditure limitation.

The Town of Queen Creek currently operates under the 'Home Rule' Option and has done so since incorporation. Home Rule requires renewal by the voters every four years. The current voter approved four year cycle will expire in June 2019, with the completion of FY 2018/19. In order to renew the Home Rule option, the Town will need voter approval in the August 2018 Primary Election. The election must be held at that time - there are no other options for the election. Renewal is critical to maintain existing service levels.

If approved by voters, the Home Rule renewal would take effect on July 1, 2019, with FY 2019/20 being the first year of the four-year renewal period (FY 2019/20 to FY 2022/23).

Operating under the Home Rule Option gives the Town flexibility to set the upper limit of its budget each year through the annual budget process - managing our expenses as we have since incorporation. While the Town cannot spend more than it receives, there is inherent flexibility under Home Rule for the Town Council to provide services to meet the demands of a fast growing community.

### Calendar

Given the importance of this renewal to maintain existing and expected service levels, community outreach is critical. The current Home Rule we are operating under passed with a 67% approval rate.

Two public hearings are required to prepare for the August Election. The first is occurring this evening with the second set for April 18. These public hearings are required and necessary to set the expenditure amount, which must be communicated to the Arizona State Auditor General by April 30<sup>th</sup> to allow for the official review process.

Town staff will also roll out an extensive communication plan that will begin in April and continue until August when voting occurs.

### **Fiscal Impact:**

Approval of the alternative limitation will ensure the Town Council can meet the needs of existing and future services by allowing current budget practices to remain in place. Existing revenues are unchanged and are not increased by the voter approval of the alternative expenditure limitation, only the expenditure limit is impacted.

If the renewal is not approved, it would be devastating to the Town and would result in drastic reductions in the Town's basic and core services. Specifically, the Town would be required to reduce its expenses during FY 2019/20 by an estimated \$124 million (from \$168 million to \$43 million). The \$43 million limit amount for FY 2019/20 was calculated using a combination of population and inflation growth factors from the 1978 base year, less allowable exclusions (i.e. debt service and HURF revenue).

For perspective, the anticipated FY 2019/20 budget for public safety and fire services is \$20 million. Meaning, all other services and infrastructure construction could not exceed the remaining \$23 million of available expenditure authority. Under such a scenario, we

could not complete planned transportation, water, or wastewater projects and could not serve all of the needs of existing and new residents and businesses. The impacts would be devastating.

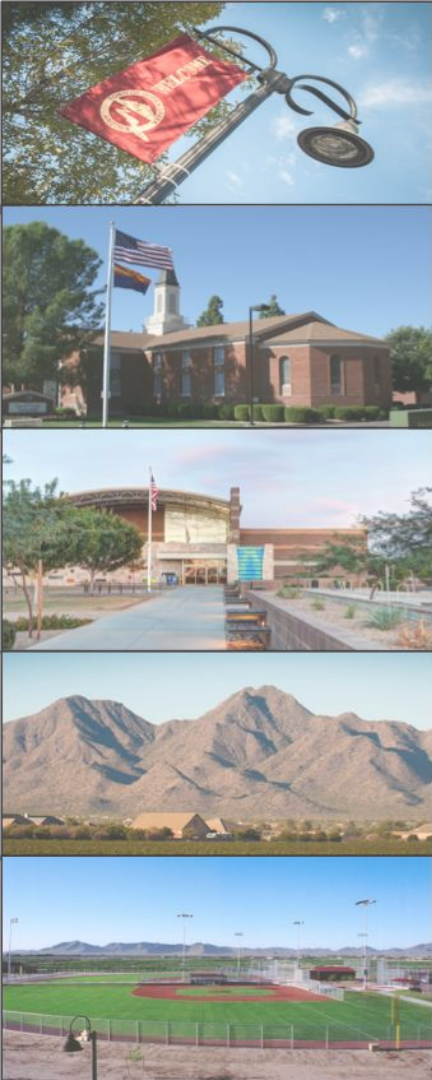
**Alternatives:**

None

**Attachment(s):**

- Presentation
- DRAFT Alternative Expenditure Limitation Detailed Analysis and Summary Analysis
- DRAFT Resolution 1213-18
- DRAFT Generic Ballot Language





# TOWN OF QUEEN CREEK

## Arizona Expenditure Limitation - Home Rule Option Renewal

Town Council Meeting

April 04, 2018

13.A.a

Attachment: -Presentation (Renew Home Rule Expenditure

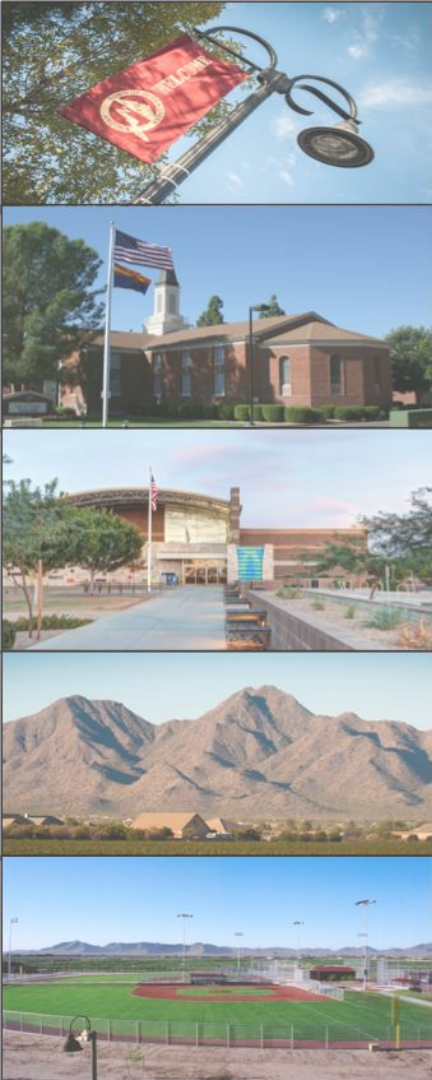
Packet Pg. 161

# BACKGROUND

- Enacted in 1979/80 by State Legislature to Limit Local Government Spending
  - Property Taxes were Increasing at a Greater Rate than Personal Incomes
- Local Options Exist to Override Limit
  1. Home Rule
  2. Permanent Base Adjustment

# HOME RULE

- Voter Approval Required
  - Expires FY 2018/19
- Effective for Four Years
  - FY 2019/20 to FY 2022/23
- Expenditure Limit is the Adopted Budget
- Town's Approach Since Incorporation
  - Last Election: 67% Voter Approval



# HOME RULE – BY THE NUMBERS

(IN MILLIONS)

The Town Could Not Provide Existing Services Without Home Rule  
\$140.2M Reduction Required

Fiscal Year	Home Rule Expenditure Limit (Budget)	Actual Expenditures	Expenditure Limit Without Home Rule**	Reduction Amount
2015/16	\$154.5	\$95.5	\$29.6	(\$65.9)
2016/17	\$184.1	\$122.7	\$32.1	(\$90.6)
2017/18	\$213.1	\$174.8*	\$34.6	(\$140.2)

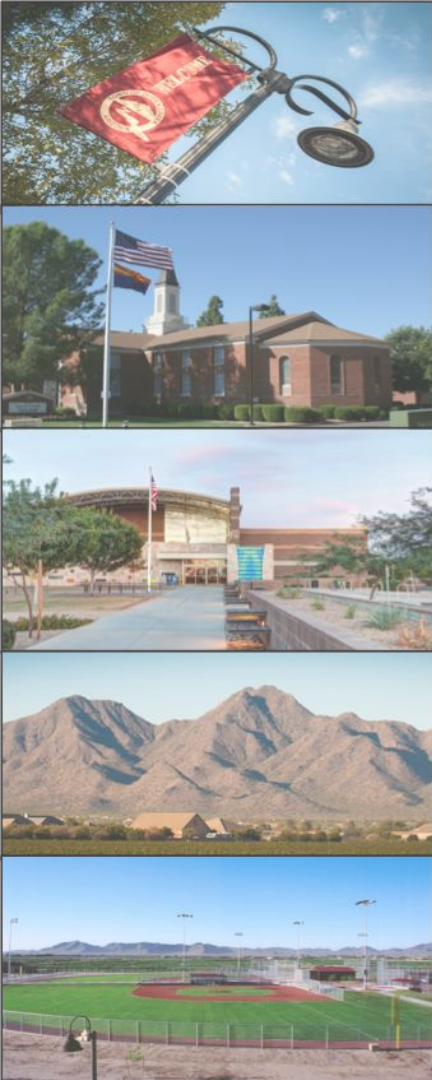
\*FY 2017/18 Revised Budget less Contingency

\*\* 1978 Base Year Increased for population and inflation factors less allowable deductions (i.e. Debt Service)

Attachment: -Presentation (Renew Home Rule Expenditure

# QUEEN CREEK'S LARGEST EXPENSES

- Costs to run the Town's largest programs; Hard to cut \$140.2M?
  - \$15.2M Public Safety (Police & Fire)
  - \$51.9M Utilities
  - \$15.6M Public Works
  - \$44.3M Capital Improvement Plan
  - \$15.2M Debt Service



# RENEWAL IS CRITICAL

13.A.a

- Requires a 2/3 Town Council Vote to be Placed on the Ballot
- Unable to Provide Current Services to Existing Residents and Businesses and Future Residents and Businesses
  - \$140.2M Expenditure Reduction Required
- Infrastructure Spending Would be Inadequate
- Not About Revenues – They Remain Unchanged

Attachment: -Presentation (Renew Home Rule Expenditure

# CALENDAR

Date	Description
April 4, 2018	First Public Hearing - Tonight
April 18, 2018	Second Public Hearing Town Council Approval of Resolution 1213-18 Proposing Renewal of Home Rule Be Sent to Voters during Primary Election (Special Meeting)
April 30, 2018	Send Detail and Summary Analysis to Auditor General for review
May 21, 2018	Receive response from Auditor General (15 business days)
August 1, 2018	Early Ballots Mailed Voter Pamphlet Mailed
August 28, 2018	Primary Election
September 17, 2018	Canvass Vote

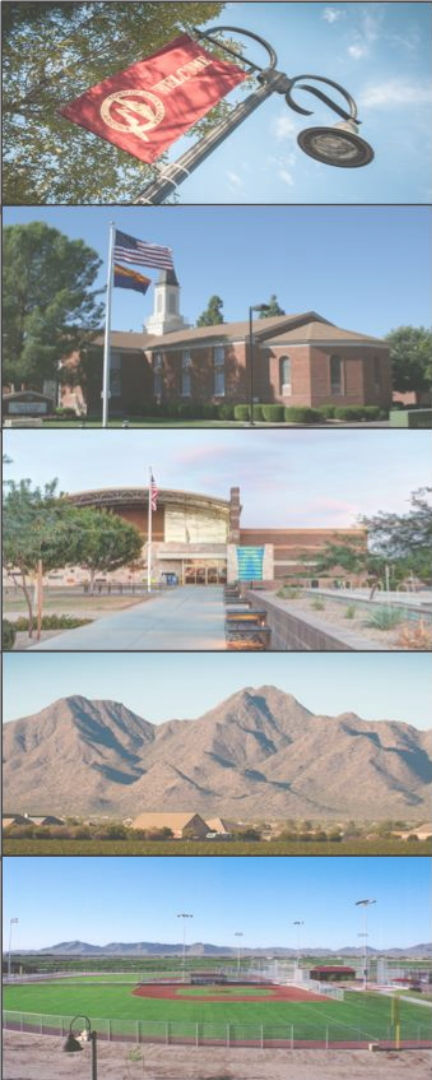
# INITIAL OUTREACH (APRIL)

- Update All Information and Provide Educational Pieces to Share
  - Landing Page on Website
  - Speaking Points
  - Fact Sheet



# INCREASE OUTREACH (JUNE)

- Proactively Share Educational Materials
  - News Release
  - Water Bill Insert
  - Social Media Sites
  - eNewsletter



# FINAL EDUCATION PUSH (AUGUST)

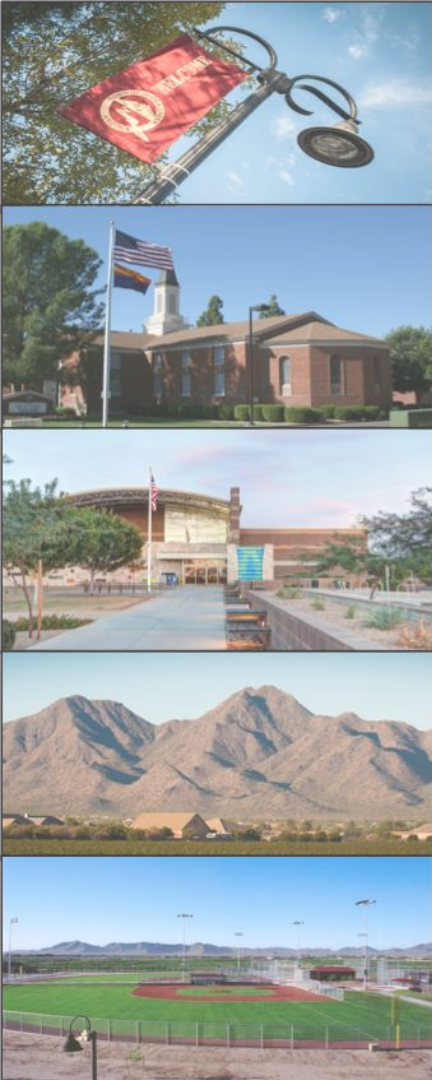
13.A.a

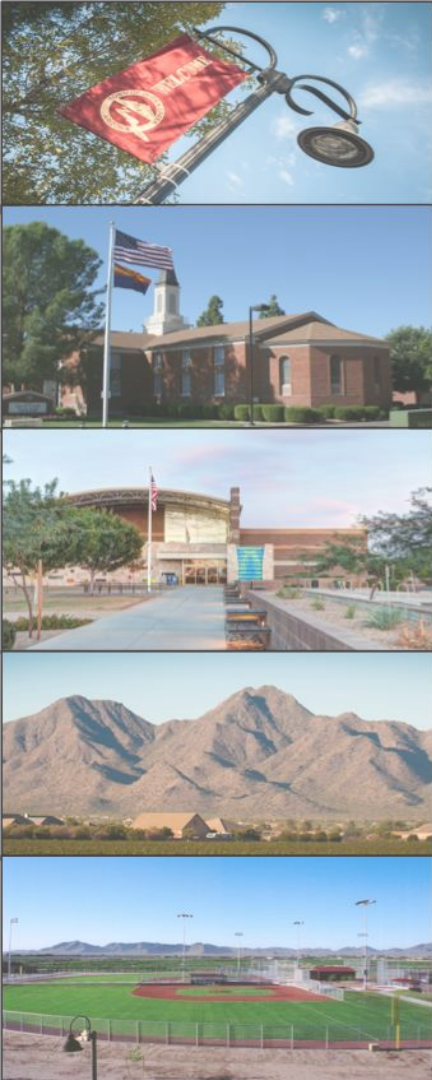
- Continue to Share Educational Materials Through the Town's Communication Channels and Partner Entities
  - QCUUSD Newsletter
  - Chamber Newsletter

Attachment: -Presentation (Renew Home Rule Expenditure

# RECOMMENDATIONS

- Approve Home Rule Election to be held during Primary Election, August 2018





# DISCUSSION AND QUESTIONS

**ALTERNATIVE EXPENDITURE LIMITATION  
(Home Rule Option)  
DETAILED ANALYSIS**

Pursuant to the Arizona State Constitution, the Town of Queen Creek as authorized by Resolution 1213-18 passed on April 18<sup>th</sup>, 2018 will seek voter approval to adopt an alternative expenditure limitation (Home Rule Option) to apply to the City/Town for the next four years beginning in 2019-2020.

Under a Home Rule Option if approved by the voters, the city/town estimates it will be allowed to expend approximately \$167,648,424 in 2019-2020, \$203,113,032 in 2020-2021, \$140,192,351 in 2021-2022 and \$161,290,868 in 2022-2023.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including General Government, Public Safety, Parks and Recreation, Streets, Utilities, Solid Waste, and Debt Service. We estimate that the expenditures for the next four years under the Home Rule Option will be as follows:

**ESTIMATED AMOUNTS TO BE EXPENDED IN SPECIFIC AREAS**

Purpose	2019-2020	2020-2021	2021-2022	2022-2023
General Government	26,243,049	31,082,817	32,773,444	38,044,150
Public Safety*	25,029,600	21,183,727	23,357,025	30,201,485
Parks and Recreation*	5,422,449	50,615,969	5,819,261	10,732,993
Streets*	31,258,436	39,028,136	23,661,636	20,817,969
Utilities*	57,550,420	38,888,750	32,192,655	38,884,710
Solid Waste	3,058,525	3,247,238	3,449,369	3,665,941
Debt Service	19,085,945	19,066,395	18,938,961	18,943,620
<b>Total Expenditures</b>	<b>167,648,424</b>	<b>203,113,032</b>	<b>140,192,351</b>	<b>161,290,868</b>

\*Indicates both Operating and Capital

If approved, the expenditures authorized will be funded from revenues obtained from federal, state and local sources. It is estimated that the amount of revenue from each source for the next four years will be as follows:

**ESTIMATED AMOUNTS OF REVENUE FROM EACH AND ANY SOURCE**

Source	2019-2020	2020-2021	2021-2022	2022-2023
Federal	0	0	0	0
State	14,372,200	15,738,300	17,099,900	18,584,600
Local	153,276,224	187,374,732	123,092,451	142,706,268
<b>Total Revenues</b>	<b>167,648,424</b>	<b>203,113,032</b>	<b>140,192,351</b>	<b>161,290,868</b>

Attachment: -DRAFT Alternative Expenditure Limitation Detailed Analysis and Summary Analysis (Renew Home Rule Expenditure Limitation)

(The town property tax shall be limited to the amount prescribed in the Arizona State Constitution).

In determining the revenue sources to fund the authorized additional expenditures under the alternative expenditure limitation, it is assumed that the federal, state and local revenues received by the town will continue to be available in 2019-2020 as they have for the past three years. Their continued availability is also assumed for the next three consecutive years following 2019-2020.

Any and all dollar figures shown in this analysis are estimated figures only and are based upon information available at the time of preparation of this report. The budgets and actual expenditures in any given year may be more or less than the figures noted above depending on available revenues. The actual expenditure limitation for each fiscal year shall be adopted as an integral part of the budget for that fiscal year.

**ALTERNATIVE EXPENDITURE LIMITATION  
(Home Rule Option)  
SUMMARY ANALYSIS**

(The voters of the Town of Queen Creek in 2014 adopted an alternative expenditure limitation (Home Rule Option). The purpose of this election is for the continued use of the Home Rule Option.)

Pursuant to the Arizona State Constitution, the Town of Queen Creek seeks voter approval to adopt a Home Rule Option to apply to the town for the next four years beginning in 2019-2020. Under a Home Rule Option if approved by the voters, the town estimates it will be allowed to expend approximately \$167,648,424 in 2019-2020, \$203,113,032 in 2020-2021, \$140,192,351 in 2021-2022 and \$161,290,868 in 2022-2023.

With approval of the Home Rule Option, the town will utilize the expenditure authority for all local budgetary purposes including General Government, Public Safety, Parks and Recreation, Streets, Utilities, Solid Waste, and Debt Service.

Under the state-imposed limitation the city/town estimates it will be allowed to expend approximately \$64,563,284 in 2019-2020, \$69,645,382 in 2020-2021, \$75,494,931 in 2021-2022 and \$80,390,869 in 2022-2023 for the operation of your local government. These expenditure estimates include expenditures of constitutionally excludable revenues.

The amount of revenue estimated to be available to fund the operation of your town government is \$167,648,424 in 2019-2020, \$203,113,032 in 2020-2021, \$140,192,351 in 2021-2022 and \$161,290,868 in 2022-2023. These revenue estimates are the same under the Home Rule Option or the state-imposed expenditure limitation. (The town property tax shall be limited to the amount prescribed in the Arizona State Constitution.)

Any and all dollar figures presented in this summary are estimates only and are based upon information available at the time of preparation of this analysis. The budget and actual expenditures in any of the four years may be more or less than the expenditures noted above depending on available revenue.

If no alternative expenditure limitation is approved, the state-imposed expenditure limitation will apply to the city/town.

Attachment: -DRAFT Alternative Expenditure Limitation Detailed Analysis and Summary Analysis (Renew Home Rule Expenditure Limitation)

**ALTERNATIVE EXPENDITURE LIMITATION  
(Home Rule Option)  
SUMMARY ANALYSIS WORKSHEET**

POPULATION FACTOR COMPUTATION

Fiscal Year	Prior Fiscal Year Population	÷	1978 Population	=	Population Factor
2019-2020	43,100	÷	2,525	=	17.0693
2020-2021	47,100	÷	2,525	=	18.6535
2021-2022	51,700	÷	2,525	=	20.4752
2022-2023	55,200	÷	2,525	=	21.8614

STATE-IMPOSED EXPENDITURE LIMITATION

Fiscal Year	1979-80 Base Limit	x	Population Factor	x	Inflation Factor	=	Projected State-Imposed Expenditure Limitation	+	Estimated Exclusions	=	Total Expenditures Under State-Imposed Limit
2019-2020	818,277	x	17.0693	x	3.0739	=	42,934,439	+	21,628,845	=	64,563,284
2020-2021	818,277	x	18.6535	x	3.1418	=	47,955,587	+	21,689,795	=	69,645,382
2021-2022	818,277	x	20.4752	x	3.2141	=	53,850,270	+	21,644,661	=	75,494,931
2022-2023	818,277	x	21.8614	x	3.2865	=	58,791,149	+	21,599,720	=	80,390,869

Attachment: -DRAFT Alternative Expenditure Limitation Detailed Analysis and Summary Analysis (Renew



**RESOLUTION 1213-18**

**A RESOLUTION OF THE TOWN OF QUEEN CREEK, ARIZONA  
PROPOSING AN EXTENSION OF THE ALTERNATIVE EXPENDITURE  
LIMITATION.**

**WHEREAS**, the Arizona State Constitution permits the submission to the voters of a city or town of an alternative expenditure limitation; and

**WHEREAS**, the voters of the Town of Queen Creek in 2014 adopted an alternative expenditure limitation; and

**WHEREAS**, the Town Council of Queen Creek, after two public hearings has determined that an extension of the alternative expenditure limitation is necessary for the Town of Queen Creek; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council of Queen Creek that the following alternative expenditure limitation be submitted to the voters of the Town of Queen Creek.

Shall the following be adopted by the Town of Queen Creek as an alternative expenditure limitation?

“The Mayor and Common Council of the Town of Queen Creek shall annually, as part of the annual budget adoption process, adopt an alternative expenditure limitation equal to the total amount budgeted expenditures/expenses as it appears on the annual budget as adopted by the Council to apply to the Town of Queen Creek for each of the four fiscal years immediately following adoption of the alternative expenditure limitation. The alternative expenditure limitation shall be adopted each year after a public hearing at which the citizens of the Town of Queen Creek may comment on the proposed alternative expenditure limitation. No expenditures may be made in violation of such alternative expenditure limitation, nor may any proposed expenditures be in excess of estimated, available revenues, except that the Mayor and Common Council may, by three-fourths vote, declare an emergency and suspend the alternative expenditure limitation. The suspension of the alternative expenditure limitation shall be in effect for only one fiscal year at a time.”

**PASSED AND ADOPTED** by the Town Council of Queen Creek, Arizona, this 18<sup>th</sup> day of April 2018.

\_\_\_\_\_  
Gail Barney, Mayor

Attest: \_\_\_\_\_  
Jennifer F. Robinson, Town Clerk

Approved as to form:

\_\_\_\_\_  
Dickinson Wright Mariscal Weeks  
Attorneys for the Town

Attachment: -DRAFT Resolution 1213-18 (Renew Home Rule Expenditure Limitation)

Home Rule Option

Proposition #

Proposal submitted by City/Town Council of \_\_\_\_\_

Official Title

A resolution proposing an (extension of) alternative expenditure limitation for the City/Town of \_\_\_\_\_.

Descriptive Title

Pursuant to the Arizona State Constitution, this proposal establishes an alternative expenditure limitation for the City/Town of \_\_\_\_\_ for the next four years. Annually, the City/Town Council will determine the amount of the alternative expenditure limitation for the fiscal year after at least one public hearing. This alternative expenditure limitation replaces the state-imposed expenditure limitation.

A "YES" vote shall have the effect of establishing an alternative expenditure limitation for the City/Town of \_\_\_\_\_.

Proposition #

Yes

A "NO" vote shall have the effect of not allowing the City/Town of \_\_\_\_\_ to establish an alternative expenditure limitation and to require expenditures of the City/Town to be limited by the state-imposed expenditure limit.

Proposition #

No

Attachment: -DRAFT Generic Ballot Language (Renew Home Rule Expenditure Limitation)