



**TOWN OF EAGAR**  
**REGULAR TOWN COUNCIL MEETING**

**MAY 21, 2024 at 6:00 PM**

**COUNCIL CHAMBER, 22 WEST 2ND STREET**

---

**AGENDA**

---

PURSUANT TO A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE TOWN COUNCIL OF THE TOWN OF EAGAR AND THE GENERAL PUBLIC THAT THE TOWN COUNCIL WILL HOLD A **REGULAR MEETING OPEN TO THE PUBLIC ON TUESDAY, MAY 21, 2024 BEGINNING AT 6:00 P.M., IN THE COUNCIL CHAMBERS LOCATED AT 22 W, 2ND STREET, EAGAR, ARIZONA.**

- 1. WELCOME AND CALL MEETING TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. INVOCATION**
- 5. OPEN CALL TO THE PUBLIC**

ANY CITIZEN DESIRING TO SPEAK ON A MATTER THAT IS NOT SCHEDULED ON THE AGENDA MAY DO SO AT THIS TIME. COMMENTS SHALL BE LIMITED TO 3 MINUTES PER PERSON AND SHALL BE ADDRESSED TO THE TOWN COUNCIL AS A WHOLE, AND NOT TO ANY INDIVIDUAL MEMBER. ISSUES RAISED SHALL BE LIMITED TO THOSE WITHIN THE JURISDICTION OF THE TOWN COUNCIL. PURSUANT TO THE ARIZONA OPEN MEETING LAW, THE TOWN COUNCIL CANNOT DISCUSS OR ACT ON ITEMS PRESENTED AT THIS TIME. AT THE CONCLUSION OF THE CALL TO THE PUBLIC, INDIVIDUAL TOWN COUNCIL MEMBERS MAY (1) RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE PUBLIC BODY; (2) ASK STAFF TO REVIEW A MATTER AND (3) ASK THAT A MATTER BE PLACED ON A FUTURE AGENDA.

**6. NEW BUSINESS**

- A. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE ZOLL MONITOR WARRANTY FOR \$10,600 (LEVI PENROD)**

- B.** DISCUSSION AND POSSIBLE ACTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF EAGAR AND THE STATE OF ARIZONA (BRITNEY REYNOLDS)
- C.** DISCUSSION AND POSSIBLE ACTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ROUND VALLEY FIRE AND MEDICAL DEPARTMENT AND ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT (LEVI PENROD)
- D.** DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF ROCKS FOR CHIP SEALING NOT TO EXCEED \$43,000 (JOHN PEDRONCELLI)
- E.** DISCUSSION AND POSSIBLE ACTION TO APPROVE THE TOWN TO GO OUT TO BID FOR SPRINKLER SYSTEM FOR THE NEW FIREHOUSE (BRANNON EAGAR)

**7. SIGNING OF DOCUMENTS**

**8. ADJOURNMENT**

THE PUBLIC IS WELCOME TO PLACE ITEMS ON THE COUNCIL AGENDAS WITH THE APPROVAL OF THE MAYOR OR TOWN MANAGER. A "PROPOSED AGENDA ITEM" REQUEST FORM IS AVAILABLE IN THE TOWN CLERK'S OFFICE OR AT [WWW.EAGARAZ.GOV](http://WWW.EAGARAZ.GOV) UNDER THE COUNCIL AND CLERK LINKS. ALL REQUESTS ARE DUE INTO THE TOWN CLERK'S OFFICE BY WEDNESDAY AT 12:00 NOON THE WEEK PROCEEDING THE COUNCIL MEETING. REGULAR COUNCIL MEETINGS ARE HELD ON THE 1ST TUESDAY, AND 3RD TUESDAY OF THE MONTH AS BUSINESS ALLOWS.

IF ANYONE WISHING TO ATTEND THIS MEETING HAS SPECIAL NEEDS DUE TO A DISABILITY, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128 TWENTY-FOUR HOURS PRIOR TO THE MEETING AND ACCOMMODATIONS WILL BE PROVIDED. ANYONE NEEDING INFORMATION ON THE CURRENT MEETING, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128.

**POSTED BY:** JESSICA VAUGHAN      **Date:** May 16, 2024      **Time:** 5:00 P.M.



**TOWN OF EAGAR**  
**REGULAR COUNCIL MEETING**  
**MAY 21<sup>ST</sup>, 2024 at 6:00 PM**  
**COUNCIL CHAMBER, 22 WEST 2ND STREET**

---

**STAFF COMMUNICATION**

---

**DEPARTMENT:** Community Development

**PRESENTATION:** IGA update approval

**AGENDA ITEM:**

**BUDGET IMPACT:** Fully funded by State for \$2,279,500.00

**HISTORY:** Previous IGA signed in August of 2022 that agreed to the Town running this project as a procurement project and performing installation at own cost. Town was addressed by ADOT staff that more funds became available allowing the scope of the project to change to contractor install and all aspects of project being paid for with State funds.

**ATTACHMENTS:** Draft IGA

**STAFF RECOMMENDATION:** Staff would ask council to approve the Amendment No. one to Intergovernmental agreement for the Main Street Lighting project.

ADOT CAR No.: IGA 22-0008580-I  
Amendment No. One: 24-000XXXX-I  
AG Contract No.: P0012022000818  
Project Location/Name: Main Street;  
Central Ave-Springerville City Limits  
Type of Work: Construct Street Lighting  
Federal-aid No.: HSIP-EGR-0(204)T  
ADOT Project No.: T0356 01D/03D/01C  
TIP/STIP No.: NAC23-001D, NAC24-001C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

**AMENDMENT NO. ONE  
TO  
INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF EAGAR

**THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”)**, is entered into this date \_\_\_\_\_, pursuant to Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the TOWN OF EAGAR, acting by and through its MAYOR and TOWN COUNCIL (the “Town”). The State and the Town are each individually referred to as a “Party” and are collectively referred to as the “Parties.”

**WHEREAS**, the INTERGOVERNMENTAL AGREEMENT, IGA 22-0008580-I, A.G. Contract No. P0012022000818, was executed on August 19, 2022, (the “Original Agreement”);

**WHEREAS**, the State is empowered by A.R.S. § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

**WHEREAS**, the Town is empowered by A.R.S. § 9-240 to enter into this Amendment No. One and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the Town; and

**NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to increase Project costs; Exhibit A is revised and replaced accordingly. The Parties desire to amend the Original Agreement, as follows:**

**The Parties incorporate the paragraphs set forth above as part of the body of this Amendment No. One.**

**I. RECITALS**

**Section I, Paragraph 3. is revised, as follows:**

3. The work proposed under this Agreement consists of the design, construction, and installation of new lights along Main Street from Central Avenue/State Route 260 to the Town of Springerville limits, (approximately one mile), (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$2,279,500, which includes federal aid. The State will administer the design, and advertise, bid and award, and administer the construction of the Project.

**II. SCOPE OF WORK**

(No Changes)

**III. MISCELLANEOUS PROVISIONS**

**Section III, Paragraph 20. is revised, as follows:**

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

**EXCEPT AS AMENDED, ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

---

**THIS AMENDMENT NO. ONE** shall become effective upon the full completion of signing and dating by all Parties to this Amendment No. One.

**IN ACCORDANCE WITH** A.R.S. § 11-952 (D), the written determination of each Party’s legal counsel providing that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form is set forth below.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. One the day and year first above written.

**TOWN OF EAGAR**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE ERHART**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**Jessica Vaughan**  
Town Clerk

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Eagar, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.  
Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
Town Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_  
**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

By \_\_\_\_\_ Date \_\_\_\_\_  
**BRENT A. CAIN, PE**  
Transportation Systems Management and Operations Division  
Division Director

This Amendment No. One between public agencies, the State of Arizona and Town of Eagar has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401 by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Amendment No. One.

By \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Attorney General

**EXHIBIT A**  
**Main Street; Central Ave-Springerville City Limits**  
**Cost Estimate**

**T0356 01D/03D/01C**

The Project costs are estimated as follows:

	<b>Original</b>	<b>Amend #1</b>	<b>AMENDED TOTAL</b>
Executed Date:	August 19, 2022	Pending	
<b><u>ADOT Project Development Administration (PDA) Cost, non-federal-aid:</u></b>			
Federal-aid funds @ 100%	\$ 30,000	\$ -	\$ 30,000
<b><u>Scoping/Design:</u></b>			
Federal-aid funds @ 100%	\$ 127,500	\$ 22,000	\$ 149,500
<b>Subtotal - Scoping/Design/PDA</b>	<b>\$ 157,500</b>	<b>\$ 22,000</b>	<b>\$ 179,500</b>
<b><u>Construction:</u>*</b>			
Federal-aid funds @ 100%	\$ 837,707	\$ 1,262,293	\$ 2,100,000
<b>Subtotal - Construction</b>	<b>\$ 837,707</b>	<b>\$ 1,262,293</b>	<b>\$ 2,100,000</b>
<b>Estimated TOTAL Project Cost</b>	<b>\$ 995,207</b>	<b>\$ 1,284,293</b>	<b>\$ 2,279,500</b>
<b>Total Federal Funds</b>	<b>\$ 995,207</b>	<b>\$ 1,284,293</b>	<b>\$ 2,279,500</b>

\*(Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Town) and 5% Project contingencies)



Contract No. RVFMD-2024-01

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT  
COOPERATIVE AGREEMENT**

This Cooperative Agreement (“Agreement”) is made by and between the Round Valley Fire and Medical Department hereinafter referred to as the Cooperator, and the State Forester (collectively the “Parties”). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Intergovernmental Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. §§ 37-1303, 37-1302(13), 48-805(B)(17) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

**A. THE STATE FORESTER AGREES:**

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester’s and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator’s boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. § 37-1305(H), the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each

request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where it could no longer maintain an adequate level of fire protection on lands within its boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

**B. THE COOPERATOR AGREES:**

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;
5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are

- the incident commander;
6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
  7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
  8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
  9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
  10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
  11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
  12. To maintain wildland fire training qualifications as set forth by the State Forester;
  13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
  14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
  15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
  16. To provide adequate shelter from the weather elements for the Assigned Equipment;
  17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
  18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
  19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain the following minimum insurance coverage.

**Insurance Requirements for Any Contractors Used by a Party to the Agreement:**

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Cooperator or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section

19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.1 are applicable to the Cooperator.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.

**3. Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its**

**departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed (**Blanket Endorsements are not acceptable**) to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
- 2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

**C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**F. SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL:** Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

**H. EXCEPTIONS:** In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester’s Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or

university then none of the above shall apply.

**20. INDEMNIFICATION:**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, if and only if the Cooperator uses contractors or subcontractors, which decision the Cooperator may make in its sole and absolute discretion, the Cooperator shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Cooperator's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims to the extent arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**IT IS MUTUALLY AGREED:**

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the general Cooperative Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperators;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.

- 7. **Inspection and Audit of Records:** Pursuant to A.R.S. §§ 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
- 8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. §§ 38-511, the either Party to the Agreement may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
- 9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
- 10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
- 11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester  
 Arizona Dept. of Forestry & Fire Mgt.  
 1110 West Washington, Suite 500  
 Phoenix, AZ 85007  
 602-771-1400  
 602-771-1421 fax

Cooperator:

Town of Eagar  
 Town Manager  
 P.O. Box 1300 / 22 W 2<sup>nd</sup> St.  
 Eagar, AZ 85925  
 928-333-4128

- 12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with § 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.
- 13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.
- 14. **Term:** This Agreement will continue (10) ten years from the effective date, unless terminated by either party by (30) thirty days written notice to the other. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

- 15. **Compliance with Laws:** The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

**COOPERATOR:**

Steve Erhart \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

Mayor \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE FORESTER:**

Thomas A. Torres \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

State Forester \_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**Proposal**

1950 E. Adams, Suite C Show Low, AZ 85901  
 (928) 537-2008 Fax (928) 537-2912 Email: afton@perkinscinders.com

<b>Proposal Submitted to: Town Of Eagar</b>		<b>Date:</b>	<b>Bid #</b>		
<b>ATTN: John Pedroncelli</b>		<b>5/8/2024</b>	<b>B.24.267</b>		
<b>Street:</b>		<b>Phone:</b>	<b>Cell Phone:</b>		
		<b>970-756-4717</b>			
<b>City, State, and Zip:</b>		<b>Email:</b>			
		<a href="mailto:j.pedroncelli@eagar.az.gov">j.pedroncelli@eagar.az.gov</a>			
<b>Job Location: N/A</b>					
<b>We hereby submit specifications and estimates for: FOB Materials from 930 First Knoll Cinder Pit Show Low</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1</b>	<b>3/8" Basalt Chips</b>	<b>1760</b>	<b>TON</b>	<b>\$19.00</b>	<b>\$ 33,440.00</b>

<b>Subtotal:</b>	<b>\$ 33,440.00</b>
<b>6.43% Sales Tax:</b>	<b>\$ 2,150.19</b>
<b>Total:</b>	<b>\$ 35,590.19</b>

**Exclusions and Conditions:**

- \* Due to the volatility of fuel and oil, prices are subject to change.
- \* Not responsible for any bonding that may be required.
- \* Any work requested on weekends, holidays, after hours or incurring overtime may be subject to additional costs.
- \* Absolutely no retainage will be implied or withheld on this job.
- \* Material is not stock piled. It will have to be crushed for each job. Please give notice of intent to purchase as soon as possible to allow time for crushing material.
- \* During the mining operations with the constant removal of materials the color and nature of materials may vary.
- \* To ensure that no unsatisfactory materials are delivered all necessary material testing must be done at material source.
- \* Once materials have been loaded it is considered the ownership of The Town of Eagar.
- \* Customer to verify that material specs are suited for each application.
- \* All payments due within 30 days of billing. A 2% finance charge will be applied to all balances over 30 days.

**Payment to be made as follows: Upon Services Provided**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized \_\_\_\_\_  
 Signature Josh Afton

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

**Physical Properties of Soils and Aggregates**

Client: Perkins Cinders, Inc.  
ATTN: Josh Tatum  
1950 E. Adams, Ste C  
Show Low, Arizona 85901

Project No. 240000TS  
Lab No. 728208  
Field No. 728208  
Report Date: 2/22/2024

Project: Perkins Cinders Misc QC 2024  
Location: Show Low Pit, Show Low, Arizona  
Material: Crushed Basalt 3/8" Chips; QC #SLP 004    Sampled By: Damon E.    Date: 2/19/2024  
Source: Import    Submitted By: Damon E.    Date: 2/20/2024  
Supplier: Perkins Cinders    Authorized By: Damon E.    Date: 2/20/2024  
Sample Location: Stockpile at Show Low Pit

**SIEVE ANALYSIS - Ariz 201**

SIEVE SIZE in/mm	CUMULATIVE % PASSING	PROJECT SPECIFICATION
6" / 150	100	-
3" / 75	100	-
2 1/2" / 62.5	100	-
2" / 50	100	-
1 1/2" / 37.5	100	-
1" / 25	100	-
3/4" / 19	100	-
1/2" / 12.5	100	-
3/8" / 9.5	100	-
1/4" / 6.3	76	-
#4 / 4.75	32	-
#8 / 2.36	2	-
#10 / 2.00	2	-
#16 / 1.18	2	-
#30 / .600	2	-
#40 / .425	2	-
#50 / .300	2	-
#100 / .150	2	-
#200 / .075	1.5	-


**ADDITIONAL TESTING**

PHYSICAL PROPERTIES	TEST RESULTS	TARGET/ SPECIFICATION
<b>LIQUID &amp; PLASTIC PROPERTIES; AASHTO T89 &amp; T90</b>		
Liquid Limit	NT	-
Plastic Limit	NT	-
Plasticity Index	NT	-
<b>pH &amp; RESISTIVITY OF SOIL &amp; AGGREGATES; Ariz 236b</b>		
pH Value of Soil & Aggregate	NT	-
Minimum Resistivity of Soil & Aggregate	NT	-
<b>CHLORIDES IN SOIL; Ariz 736</b>		
Chlorides (ppm)	NT	-
<b>SULFATES IN SOIL; Ariz 733</b>		
Sulfates (ppm)	NT	-
<b>FRACTURED FACE; ARIZ 212b</b>		
Percent Fractured Face	NT	-
<b>LOS ANGELES ABRASION; ASTM C131, AASHTO T-96</b>		
Percent Loss @ 100 Revolutions	NT	-
Percent Loss @ 500 Revolutions	NT	-
<b>SAND EQUIVALENT VALUE; AASHTO T176</b>		
Average Sand Equivalent	NT	-

Comments: NT denotes material not tested for this property  
\* Denotes material out of specification

Laboratory test results reported herein apply only to the specific sample on which the test was run. The above services and report were performed pursuant to the terms and conditions of the agreement or proposal, if any, between SA and client. SA warrants that this work was performed under the appropriate standard of care, including the skill and judgement that is reasonably expected from similarly situated professionals. No other warranty, guaranty, or representation, either express or implied is included or intended.

Copies to: Addressee (1)

Reviewed by   
Laboratory Manager

# Quote



**Date:** 5/7/2024  
**Project Name:** Town of Eagar

**To:** John  
**email:** [j.pedroncelli@eagaraz.gov](mailto:j.pedroncelli@eagaraz.gov)

**From:** Tammi Smith  
Hatch Construction & Paving, Inc.  
127 S. Main St., P.O. Box 127  
Taylor, Arizona 85939  
928-536-7213

<b>Description</b>	1760 TON 3/8" CHIPD FOB SHOW LOW	\$18.00	\$	31,680.00
	TAX	8.43%	\$	2,670.63
	<b>TOTAL</b>		\$	34,350.63
	1760 TONS 3/8" CHIPS FOR TAYLOR	\$ 19.00	\$	33,440.00
	TAX	9.43%	\$	3,153.40
	<b>TOTAL</b>		\$	36,593.40

**Prices good for thirty (30) days. Please call at least one (1) week in advance to schedule delivery.**  
**Prices quoted above do not include staking, engineering, or quality control testing.**  
**Purchase Order is required BEFORE material will be delivered.**

Should you have any further questions, please call at your earliest convenience.  
We appreciate the opportunity to do business with your company.

Sincerely,

Tammi Smith  
Hatch Construction and Paving, Inc.  
Business Manager



**From:** David Brimhall <[DavidBrimhall@brimhallsandrock.com](mailto:DavidBrimhall@brimhallsandrock.com)>  
**Sent:** Tuesday, May 14, 2024 2:53 PM  
**To:** John Pedroncelli <[j.pedroncelli@eagaraz.gov](mailto:j.pedroncelli@eagaraz.gov)>  
**Cc:** Kirk Brimhall <[Kirkbrimhall@brimhallsandrock.com](mailto:Kirkbrimhall@brimhallsandrock.com)>  
**Subject:** 3/8" basalt chips

1760 ton of basalt chips F.O.B. Indian wells az. Brimhall source for basalt chips. \$24.40 per ton.

Thanks,  
David K. Brimhall/ estimator