

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. 4th Street**

5:30 P.M.

AGENDA

Tuesday, March 17, 2015

REGULAR MEETING

CALL TO ORDER & ROLL CALL

INVOCATION will be given by Keith Benton of Kingman Presbyterian Church

PLEDGE OF ALLEGIANCE

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. APPROVAL OF MINUTES

The Regular Meeting minutes of March 3, 2015.

2. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

3. CONSENT AGENDA

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

a. High Intensity Drug Trafficking Area (HIDTA) Grant Award

The Mohave Area General Narcotics Enforcement Team (MAGNET) has been awarded a grant in the amount of \$24,769.00 for the time period of January 1, 2015 through December 21, 2016. The funds are for services related to the MAGNET task force facility. The City of Kingman serves as the fiduciary for MANGET. The City of Kingman has entered into prior agreements with the City of Tucson who serves as the fiduciary and disburses funds for a variety of HIDTA initiatives throughout the State of Arizona. **Staff recommends acceptance of the grant award and authorizing the Mayor and City Attorney to sign the grant agreement.**

b. High Intensity Drug Trafficking Area (HIDTA) Grant Award

The Mohave Area General Narcotics Enforcement Team (MAGNET) has been awarded a grant in the amount of \$67,488.00 for the time period of January 1, 2015 through December 21, 2016. The funds are for services related to the MAGNET task force facility. The City of Kingman serves as the fiduciary for MANGET. The City of Kingman has entered into prior

agreements with the City of Tucson who serves as the fiduciary and disburses funds for a variety of HIDTA initiatives throughout the State of Arizona. **Staff recommends acceptance of the grant award and authorizing the Mayor and City Attorney to sign the grant agreement.**

c. Resolution No. 4935 – Approval of Intergovernmental Agreement with the Mohave County Flood Control District for Disbursement of Fiscal Year 2015/2016 Tax Revenues

The City of Kingman has received its annual IGA from the Mohave County Flood Control District. This IGA will provide \$566,267.00 in funds for flood control related projects in the City of Kingman. This IGA includes projects for the Golden Gate Addition Drainage Study, Beverly Avenue Improvements, Southern Vista & Steamboat Drive drainage improvements, Land Acquisition for the drainage projects and parcels, and various Drainage and Maintenance erosion protection projects. **Staff recommends approval of Resolution No. 4935.**

d. Membership Renewal in Northwest Arizona Employee Benefit Trust (NAEBT)

On February 19, 2015, the NAEBT Board unanimously voted to offer renewal membership to the City of Kingman. Ratification of the resolution will continue the agreement between Kingman, Lake Havasu City and Bullhead City to pool resources and provide employee benefits at a lower rate than the City would be able to get solo. In the past the Trust Board has done an admirable job of keeping program costs to a minimum. **Staff recommends approval.**

e. Acceptance of Grant of Public Water Line Easement for the replacement of an ageing water line in the Utility Easement just South of Woodcrest Drive between North Harvard Drive and Stirrup Drive (Project No. ENG13-054)

An existing water line located in an open area between the Canyon Shadows Tract 1920-B and Riata Valley Tract 1211-A subdivisions and along Stirrup Drive south of Woodcrest Drive has reached its operational life and is being replaced. The existing utility easement only covers the northern half of the open area. Staff has requested additional easement from the property owner to the south of the open space, Riata Valley Tract 1211-A, Lot 54, to reserve the entire width of the open area for utility purposes. This would allow for the water line to be relocated to the center of this area and provide for better equipment access to the water line and improved maintenance of the open area. The property owner does not have any objection to this request and is offering to grant a Public Water Line Easement for the water line relocation. **Staff recommends accepting the easement and authorizing the Mayor to sign the Acceptance Statement for the Grant of Public Water Line Easement on behalf of the City.**

f. Special Event Liquor License Application

Applicant Rebecca Fawson of the Kingman Route 66 Rotaract Trailblazers has applied for a Series 15 Special Event Liquor License for an event to take place Thursday, Friday and Saturday April 23-25, 2015 from 10 a.m. to 6 P.M. at 2501 W. Beverly Ave. in Kingman. **Staff recommends approving the special event liquor license application.**

g. Resolution No. 4936 - Authorizing the City Manager to acquire property for drainage and storm water purposes, by purchase or eminent domain, ENG15-018

The monsoon storms of the past couple of years have brought to light several drainage and flooding issues throughout the City. Houses have been flooded, properties have been damaged and City streets have been impacted. Staff is proposing to acquire several vacant properties at various locations for drainage and storm water purposes. The acquisition of the properties will be used to alleviate flooding, or will prevent development in areas that are natural low points. Staff has created the list of properties based on drainage complaints received and based on proposed capital improvement projects. Resolution No. 4936 authorizes the City Manager to acquire properties for drainage purposes by purchase or eminent domain. Staff intends to make offers for the properties based on certified appraisal reports. Once offers and acceptances are obtained, staff will place authorization to acquire the properties on future City Council meetings for review and approval. It is not expected that the acquisitions will take place all at once. Instead, the list will be prioritized based on the severity of the flooding issues, and staff will proceed accordingly. **Staff recommends approving Resolution No. 4936**

h. Authorization to declare Personal Protective Equipment (PPE) as surplus so that it may be donated to Firefighters Crossing Borders Organization

The Kingman Fire Department has Personal Protective Equipment (PPE) that is currently out of compliance with NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting which states that PPE shall be removed from service after ten (10) years of service and shall not be utilized during live-fire response. In addition, the department has also maintained SCBA cylinders that do not comply with NFPA 1852: Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA). These cylinders do not meet the current specifications and have not maintained required hydrostatic testing and maintenance. The department has approximately 20 cylinders that are no longer compliant with NFPA 1582 as well as various pieces of personal protective equipment that no longer meet the specifications of NFPA 1971. As such, the departments PPE replacement ensures that all front line/suppression personnel are in compliance with these standards to ensure safety and to eliminate liability issues. The Firefighters Crossing Borders (FFCB) is a US based non-profit organization founded by active Firefighters working to assist Firefighters in Mexico. The organization accepts donations that will be utilized in Mexico to outfit firefighters from that country. Other organizations, including neighboring districts and Mohave Community College, have been contacted but are not interested due to compliance with these standards. Dependent upon the condition of certain items within this inventory, they will be permanently removed from service. The Kingman Fire Department recommends the declaration of the specified personal protective equipment that is out of compliance with the NFPA standard as surplus and to donate it to the Firefighters Crossing Borders Organization and/or permanently remove it from service. The City Attorney and Finance Director reviewed the request to surplus this PPE for donation to the Firefighters Crossing Borders Organization for compliance with the

city's purchasing policy. **Staff recommends declaring the equipment surplus so that it may be donated and/or removed.**

i. Proposed Resolution No. 4937 Award of contract for the Powerhouse Rehabilitation Project Design to Seabury Fritz Architects Inc.

On November 24, 2014, Statements of Qualifications (SOQs) were received by only one firm interested in completing the required Architectural Design of the Powerhouse Rehabilitation Project. The SOQ was evaluated by the review committee which consisted of City staff, the Powerhouse Tourism Director and the Director of the Museum. Seabury Fritz Architects Inc. was found to be qualified and was selected by the review committee. This firm was then audited by ADOT Department of Audit and Analysis to determine if their rates were found to be fair and reasonable, and they were. The design of this project is federally funded through a reimbursement process combined with a local match. The federal reimbursement amount is 80.0% with the local match being 20%. The Design of this project is not to exceed \$52,564.53 with a local match of \$10,512.90. The Tourism Development Commission authorized staff to use \$55,061.00 out of the Powerhouse Bricks and Mortar Fund to pay for the City's Match portion for design and construction. Staff recommends awarding the contract for the Architectural Design of the Powerhouse to Seabury Fritz Architects Inc. **Staff recommends adopting Resolution No. 4937 and authorizing the Mayor to award the contract to Seabury Fritz Architects Inc. in the amount not to exceed \$52,564.53.**

j. Consideration of Agreement with Freiday Construction, Inc. for Construction Manager at Risk (CMAR) services for various water and sewer projects (ENG14-084)

On January 20, 2015, Council approved a design phase CMAR contract with Freiday Construction for various water and sewer projects. Staff has been working with the contractor to finalize the designs for several of the projects. Staff is recommending that the construction be broken into separate phases. The first phase will include the following projects: ENG14-090: Sewer Extension in Lovin Avenue; ENG14-091: Sewer Extension in Colorado Avenue; ENG08-084: Sewer Extension in Mohave Wash Channel; ENG13-054: Water Replacement in Stirrup Drive; ENG12-013: Water Replacement in Jagerson Avenue; ENG14-105: Rehabilitation of Castlerock Water Tanks. Staff has requested a Guaranteed Maximum Price (GMP) for the first phase of this project from Freiday Construction. The negotiated GMP for phase one is \$1,379,179.00. Work for phase one will be complete within 180 days of a notice to proceed. It is anticipated that future construction phases will be incorporated into the subject agreement by contract amendments. **Staff recommends approving the agreement with Freiday Construction, Inc.**

4. OLD BUSINESS

None

5. NEW BUSINESS

a. Discussion and direction to staff on filling City Magistrate position

Judge Kathy McCoy has submitted her letter of retirement effective June 30, 2015. Staff would like some direction from Council on how they would like to proceed and what qualifications they are looking for. This is one of three contractual employees that report directly to the Council and is hired by the Council, therefore, staff requests that Council discuss the process and provide direction on how they would like to proceed.

b. Discussion and direction to staff on proposed new animal shelter

It was reported in the Kingman Daily Miner that the City has been talking with the County about the inadequate size of the current animal shelter. The Council needs to be briefed and staff given direction if this is an item that we need to budget for in the capital improvement projects.

6. REPORTS

a. Report on proposed interim improvements to the West Kingman I-40 Traffic Interchange

Arizona Department of Transportation, Kingman District staff and their engineering consultant EPS will provide a presentation on proposed interim improvements to the West Kingman I-40 traffic interchange.

b. Department report for CIP projects on Eastern Street-Airway Avenue connection, and I-40/Prospector Street concept

At the last Council meeting staff was asked to provide a report on CIP projects for the Eastern-Airway Connection and the I-40/Prospector feasibility study. Both projects involve access across I-40 east of the railroad. Both projects should help with public safety response times to the east bench area. Eastern-Airway: Eastern Street is currently the only legal access across I-40 on the east side of the railroad tracks. The connection of Eastern Street to Airway Avenue occurs in a residential area which has resulted in a number of concerns and complaints. Diamond Street and Yavapai Street are one way streets which make the connection from Airway Avenue via Kenwood Avenue to Eastern Street. This configuration was recommended as an interim solution in a 2007 Traffic Study by Southwest Traffic Engineers. The preferred recommendation was to connect Eastern Street to Airway Avenue at Lomalai Street. In 2008, the City acquired additional right of way along Lomalai Street in anticipation of the preferred alignment. The existing traffic signal at Yavapai Street can be moved to the Lomalai/Airway intersection. This project has been in the CIP books for several years. In addition to access and traffic concerns, the Eastern Street pavement is failing and in need of repair/replacement. The segment south of I-40 receives a substantial amount of drainage which has contributed to the pavement damage. At the March 2 budget session, Council directed staff to include \$425,000 for design and right of way acquisition for the project. I-40/Prospector Design Concept Report: The I-40/Prospector crossing will study the possibility of a secondary access under I-40 east of the railroad tracks. The new schools on Prospector Street north of I-40 generate a lot of traffic that originates from the residential subdivisions south of I-40. The traffic is currently funneled through on Eastern Street. The study will look for the best location to provide a crossing and identify right of way needs, traffic and drainage issues as well as estimated costs. The CIP budget for this project includes \$250,000 for the concept study.

c. Board, Commission and Committee Reports by Council Liaisons

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.

If needed.

ADJOURNMENT

Posted _____ **by** _____

**CITY OF KINGMAN
MEETING OF THE COMMON COUNCIL
Council Chambers
310 N. 4th Street**

5:30 P.M.

MINUTES

Tuesday, March 3, 2015

REGULAR MEETING

Members	Officers	Visitors Signing in
Richard Anderson – Mayor	John Dougherty, City Manager	See attached list
Mark Wimpee, Sr. – Vice Mayor	Jackie Walker, Human Resource Director	
Mark Abram	Carl Cooper, City Attorney	
Larry Carver	Jake Rhoades, Fire Chief	
Jen Miles	Greg Henry, City Engineer	
Stuart Yocum	Rusty Cooper, Deputy Chief of Police	
Carole Young--- EXCUSED	Mike Meersman, Parks and Recreation Director	
	Diane Richards, Budget Analyst	
	Gary Jeppson, Development Services Director	
	Rob Owen, Public Works Director	
	Joe Clos, Information Services Director	
	Sydney Muhle, City Clerk	
	Erin Roper, Deputy City Clerk and Recording Secretary	

CALL TO ORDER & ROLL CALL

Mayor Anderson called the meeting to order at 5:31 P.M. and roll call was taken. All councilmembers were present except Councilmember Young who was excused. The invocation was given by Paul Daniel of First Baptist Church after which the Pledge of Allegiance was said in unison.

THE COUNCIL MAY GO INTO EXECUTIVE SESSION FOR LEGAL COUNSEL IN ACCORDANCE WITH A.R.S.38-431.03(A) 3 TO DISCUSS ANY AGENDA ITEM. THE FOLLOWING ITEMS MAY BE DISCUSSED, CONSIDERED AND DECISIONS MADE RELATING THERETO:

1. APPROVAL OF MINUTES

The Regular Meeting minutes of February 17, 2015.

Councilmember Abram made a MOTION to APPROVE the Regular Meeting minutes of February 17, 2015. Vice Mayor Wimpee Sr. SECONDED and it was APPROVED by a vote of 6-0.

2. **APPOINTMENTS**

a. Golf Course Advisory Member Replacement

After discussion of current board and commission applications the members would like to recommend the appointment of James Powell to serve out the remainder of Edward Jones term. **The Golf Course Advisory Commission after considering Board and Commission Applications recommends the appointment of James Powell to replace Edward Jones who has resigned his position during his 1st term, or to provide staff with direction.**

Parks and Recreation Director Mike Meersman addressed the Council and said that James Powell was on vacation and could not attend this meeting. He said that Mr. Powell golfs regularly and is a good person who is involved in the community.

Councilmember Miles made a MOTION to APPOINT James Powell to replace Edward Jones on the Golf Course Advisory Commission. Councilmember Yocum SECONDED and it was APPROVED by a vote of 6-0.

b. Parks & Recreation Member Replacement

After discussion of current board applications, the members would like to recommend the appointment of Corralyn Dunshie to finish out the term of Michael Powell at the end of 2015 and still be eligible for a first 3 year term on the Commission. The Commission Members would also like to recommend the appointment of Brenda Dehaan to replace Sydney Bailey who has served two terms on the Commission. **The Commission recommends the appointment of Corralyn Dunshie to finish out the term of Michael Powell and the appointment of Brenda Dehaan to fill Sydney Bailey's position, or to provide staff with direction.**

Corralyn Dunshie addressed the Council and said that she has lived in Kingman since 1976. She said that she enjoys the parks and thinks that the department does a great job. She said that she wants to serve the community and is semi-retired. She said that she works as an engineer, so she has a lot of experience in logistics. She said that she has also been a part of Rotary and Toastmasters. She said that she is looking forward to serving and hopes that she can add to the commission.

Councilmember Miles made a MOTION to APPOINT Corralyn Dunshie to replace Michael Powell on the Parks and Recreation Commission. Councilmember Abram SECONDED and it was APPROVED by a vote of 6-0.

Brenda Dehaan addressed the Council and said that she is willing to donate her time to the commission. She said that she has a lot of ideas that she hoped the commission would be open to and hopes to see more activity at the parks facilities.

Councilmember Miles said that she has known Ms. Dehaan for many years and knows the level of dedication she brings. She said that she would highly recommend Ms. Dehaan.

Councilmember Miles made a MOTION to APPOINT Brenda Dehaan to replace Sydney Bailey on the Parks and Recreation Commission. Councilmember Abram SECONDED and it was APPROVED by a vote of 6-0.

3. **CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC**

Those wishing to address the Council should fill out request forms in advance. Action taken as a result of public comments will be limited to directing staff to study the matter or rescheduling the matter for consideration and decision at a later time. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes.

There were no public comments.

4. **CONSENT AGENDA**

All matters listed here are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the CONSENT AGENDA and will be considered separately.

a. Liquor License Application

Applicant Diana M. Caldon of Diana's Cellar Door Wine Bar, LLC has applied for a Series 7 Liquor License for a wine bar at 414 E. Beale Street. **Staff recommends approving the Liquor License Application.**

b. Liquor License Application

Applicant Stacy L. Thomson of House of Hops (Kingman Club, LLC) has applied for a Series 6 Liquor License for an all spirituous liquor bar at 312 E Beale Street. **Staff recommends approving the Liquor License Application.**

c. Resolution No. 4934 - Approving a Delegation Agreement between the City of Kingman and the Arizona Department of Environmental Quality

The Arizona Department of Environmental Quality (ADEQ) is designated as the lead agency for reviewing the operation of water and sewer systems and the practices of governmental agencies which oversee and regulate them. ADEQ is responsible for reviewing and approving water and sewer extensions for systems throughout the state. ADEQ often delegates authority to Cities and Counties for those entities to assume the review and approval process. The City of Kingman has been a delegated agency for several years and follows standard review and approval practices as prescribed by ADEQ. The current Delegation Agreement will expire on June 30, 2015. The new Delegation Agreement includes a 35 year term which will allow the City to approve water and sewer extensions until June 30, 2050. Staff recommends approval of the Delegation Agreement. **Staff recommends Resolution No. 4934 be approved authorizing the attached Delegation Agreement between the City of Kingman and the Arizona Department of Environmental Quality.**

d. Expenditure from Local Court Enhancement Fund

The Court needs to replace two security cameras, one printer and a video conferencing unit. These items are beyond repair. Additionally we would be purchasing one iPad for remote video interpreting. This will enable us to provide better access to Court services for our non-English proficient and hearing impaired customers. The total costs for all purchases will be approximately \$8,000.00.

e. Consideration of Agreement with Freiday Construction, Inc. for Construction Manager at Risk services related to the installation of the Rattlesnake Tank Booster Pumps and 16" Rancho Santa Fe Parkway Transmission Main (ENG12-010)

On December 16, 2014, Council approved a design phase CMAR contract with Freiday Construction for the Rattlesnake Tank Booster Pumps and 16" Rancho Santa Fe Parkway Transmission Main

project. Staff has been working with the contractor to finalize the design for this project. In order to expedite the start of construction, staff is recommending that the project be broken into separate construction phases. The Phase 1 construction plans are now complete. Staff has requested a Guaranteed Maximum Price (GMP) for Phase 1 of this project from Freiday Construction. The Phase 1 work includes the installation of a 16” transmission main from the Rancho Santa Fe Tank to Louise Avenue. The negotiated GMP for Phase 1 is \$521,104.85. Work for Phase 1 will be complete within 90 days of a notice to proceed. It is expected that the Phase 2 GMP for this project will be forthcoming in the next 30 to 45 days. It is anticipated that future construction phases will be incorporated into the subject agreement by contract amendments. **Staff recommends the agreement with Freiday Construction, Inc. be approved.**

f. Special Event Liquor License Application

Applicant Rebecca Fawson of the Kingman Route 66 Rotary Foundation has applied for a Series 15 Special Event Liquor License for an event to take place Friday, March 20, 2015 from 5 to 9 P.M. at 400 W. Beale Street in Kingman. **Staff recommends approving the Special Event Liquor License Application.**

g. Special Event Liquor License Application

Applicant Steven C. Robinson of the Mohave County Republican Party – District 1 has applied for a Series 15 Special Event Liquor License for an event to take place Saturday, April 11, 2015 from 4 to 10 P.M. at 112 N. Fourth Street in Kingman. **Staff recommends approving the Special Event Liquor License Application.**

h. Report on an emergency purchase for pavement repair on Sycamore Avenue, east of Stockton Hill Road.

Sunland Asphalt had been hired to provide a mill and overlay of the Wal Mart parking lot. The parking lot is accessed from Sycamore Avenue, which is deteriorated from heavy traffic and storm water runoff. Engineering and Public Works staff concurred that the repair of Sycamore in conjunction with the parking lot repair would take advantage of existing traffic control, reduce inconvenience to the driving public, and provide needed repairs to a heavily congested roadway in the timeliest manner. Staff requested a proposal from Sunland Asphalt and per the city procurement code, requested the Mayor authorize an emergency purchase order. All work has been completed and Sycamore Avenue is open to traffic. This report is being filed with the Council in accordance with Section 2-160 of the Kingman City Code of Ordinances, governing procurement. **Staff recommends approval.**

Mayor Anderson said that he had received a request to pull item “4g”.

Vice Mayor Wimpee Sr. made a MOTION to APPROVE the Consent Agenda as presented with the exception of item “4g”. Councilmember Carver SECONDED and it was APPROVED by a vote of 6-0.

Mayor Anderson opened item “4g” for discussion and invited applicant Steve Robinson to speak.

Mr. Robinson addressed the Council and said that he would like to announce that Governor Ducey would be attending this event. He said that he spoke to several longtime residents who could not remember the last time a governor came to Kingman. He said that Mayor Anderson will introduce the governor at the event. He said that it will be a great night and the drinking will be in moderation.

Councilmember Wimpee Sr. made a MOTION to APPROVE item “4g” as presented. Councilmember Miles SECONDED and it was APPROVED by a vote of 6-0.

5. OLD BUSINESS

Update on negotiations to retain the Downtown Post Office

Councilmember Miles asked for an agenda item to update the Council on efforts to maintain the Downtown Post Office location.

Mayor Anderson said that he has been in contact with the United States Postal Service (USPS) and the USPS representatives in Denver, Colorado, in charge of contracting have opened a dialogue with Craig Graves regarding this location. He said that for five months USPS in Denver wanted a retail contract location and realized that it was best to keep what is in place. He said that there will be negotiations and hopes that an agreement can be reached.

6. NEW BUSINESS

a. Ordinance 1790 – Creating the Parks, Recreation & Aquatics Commission

The Parks & Recreation Commission voted to recommend reducing the size of the commission from nine (9) to seven (7) members, which requires revising the Kingman Municipal Code. Upon drafting the new Ordinance, staff discovered the commission was never formally established. Ordinance 1790 will create the commission in the Kingman Municipal Code. **Staff recommends adopting Ordinance 1790.**

Mr. Meersman addressed the Council and said that staff was looking into changing the Parks and Recreation Commission from nine members to seven and it was discovered that the commission was never formally voted on by Council. He said that he was given direction to bring this back to Council.

Councilmember Miles asked for clarification that Mr. Meersman was asking that this commission be formed with seven members, which Mr. Meersman confirmed.

Vice Mayor Wimpee Sr. made a MOTION to APPROVE Ordinance No. 1790. Councilmember Abram SECONDED and it was APPROVED by a vote of 6-0.

b. Ordinance 1794 - Transit Advisory Commission (TAC) – Request to reduce membership level

Kingman Area Regional Transit (KART) would like to reduce the number of members required to serve on the Transit Advisory Commission (TAC) due to lack of active members and applicants. Chapter 2, Article IX, Section 2-158.62 of the Kingman Code of Ordinances currently states: The transit advisory commission shall be composed of seven (7) members appointed by the mayor and council. Membership on the commission shall consist of: a representative of the elderly in the community; a representative of the disabled in the community; a representative of the passengers of the community; a representative of the social services agencies in the community; a representative of the businesses in the community; two (2) at-large members. There are currently just three (3) active TAC members. The existing membership level of seven (7) requires a minimum of four (4) members to be present to have a quorum. KART is requesting that Article IX, Section 2-158.62 be changed to state: The transit advisory commission shall be composed of five (5) members appointed by the mayor and council. Membership on the commission must

include representation from the elderly, disabled, local business, and other key stakeholder communities. This change would allow TAC to hold regular meetings with as few as three (3) members present for a quorum while still meeting ADOT requirements for Section 5311 grant funding. **Staff recommends adopting Ordinance 1794 and revising Article IX, Section 2-158-62 as requested.**

Kingman Area Regional Transit (KART) Superintendent Sheri Furr addressed the Council and said that there have been difficulties with the Transit Advisory Commission (TAC) meetings due to low membership. She said that vacancies on the commission have been advertised, but there was not much interest on the commission. She said that the KART grant requires that the commission meet quarterly. She said that TAC is a seven member commission and there are only three members right now. She said that staff would like to reduce the membership requirement to five members so that they can have a quorum at three members. She said that the commission will still be accepting applications, but do not want the lack of membership to prevent meetings.

Councilmember Miles asked if there was a requirement through the Arizona Department of Transit (ADOT) for a size requirement for the commission.

Ms. Furr said that the ADOT grant does require an advisory committee, though there is no size requirement. She said that she thinks the formality of a commission is good. She also said that the grant does require representation from different aspects of the community.

Councilmember Abram asked how well those requirements are represented on the commission.

Ms. Furr said that Commissioner Tabbert represents the ridership, Commissioner Walker represents the Western Arizona Council of Governments, and Chairperson Dobb represents the senior community.

Councilmember Miles made a MOTION to APPROVE Ordinance No 1794 to reduce the number of TAC members from seven to five. Vice Mayor Wimpee Sr. SECONDED and it was APPROVED by a vote of 6-0.

Ms. Furr said that the next TAC meeting would be on April 15, 2015, and invited the public to attend. She also said that the commission would welcome any applications.

7. REPORTS

Board, Commission and Committee Reports by Council Liaisons

Vice Mayor Wimpee Sr. said that he attended the Historic Preservation Commission meeting and the commission discussed a fund raiser to fix up the area and make it safer. He said that the commission will be holding a special meeting on this item.

Councilmember Miles said that she attended the Municipal Utilities Commission meeting and thanked City Clerk Sydney Muhle for providing Open Meeting Law training to the commission. She said that there were several items discussed that will be coming on the next agenda. She said that one was on Council's embellishment on the commission's decisions. She said that there was also a discussion on rate reduction options. She said that this involved a lot of information from the budget and the item was tabled and will be reviewed at the next meeting. She said that they will also discuss

commercialization and Kingman Crossing. She said that the commission is an excellent mindful group with good questions.

Councilmember Yocum said that he attended the Clean City Commission and Parks and Recreation Commission meetings. He said that the Clean City Commission meeting was lively and the commission discussed a ban on plastic bags which needs more public input. He said that the Parks and Recreation Commission heard a presentation on the proposed splash pad which will move forward over the next several months. He said that Mr. Meersman also reported to the commission on the golf course and water use.

8. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, availability/attendance at conferences and seminars, requests for agenda items for future meetings.

If needed.

City Manager John A. Dougherty said that there would be a waste collection at the Public Works department on March 7, 2015. He said that there would be a group of Route 66 Cruisers from Illinois arriving in Kingman on June 26, 2015, for lunch. He said that he would like to see the group welcomed again like they were last year. He also said that he would be in Phoenix all day on March 4, 2015.

Councilmember Miles thanked the City staff for their work on the pre-budget meeting the day before this meeting. She said that staff explained their budgets and requests and the meeting was informative and it was helpful to have input. She asked that additional information be provided on the proposed Eastern Avenue/Airway Avenue improvements and the possible Prospector Street underpass at the next Council meeting. She said that it would be good to have more in depth information and public information provided.

Councilmember Carver said that he heard Mr. Meersman make a comment about property located at the sewer plant being used for a park. He said that he would like to see what the cost would be for an activity area at this location as it looks useless now. He said that, regarding the Golf Course Advisory Commission, he would like to have a discussion on which direction to take the commission and possibly increasing the frequency of the commission's meetings. He said that golfers feel like input is not being provided and he would like to see the commission given more authority. He said that there is a lot going on at the golf course and the City wants in to be profitable.

Mayor Anderson said that he would be in Phoenix on March 4, 2015, for the Tri-City Council Legislative Day. He said that he received a letter announcing the retirement of Magistrate Kathy McCoy effective June 30, 2015. He thanked the staff for the pre-budget meeting on March 2, 2015, and there was a lot of good discussion and tough questions. He said that general priorities and the Capital Improvement Plan were discussed. He said that the budget will be discussed with Council in April. He said that he attended the Women Making History dinner and a lot of fantastic people were recognized. He said that he attended the Kingman Airport Authority meeting last month and their executive board has three positions open. He said that there were no applications received initially, so the application period has been extended to the middle of March. He said that anyone interested in applying can get more information from the Kingman Airport Authority website.

Vice Mayor Wimpee Sr. made a MOTION to ADJOURN. Councilmember Carver SECONDED and it was APPROVED by a vote of 6-0.

ADJOURNMENT --- 5:59 P.M.

ATTEST:

APPROVED:

Sydney Muhle
City Clerk

Richard Anderson
Mayor

STATE OF ARIZONA)
COUNTY OF MOHAVE)ss:
CITY OF KINGMAN)

CERTIFICATE OF COUNCIL MINUTES

I, Sydney Muhle, City Clerk and Recording Secretary of the City of Kingman, Arizona, hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular Meeting of the Common Council of the City of Kingman held on March 3, 2015.

Dated this 17th day of March, 2015.

Sydney Muhle, City Clerk and Recording Secretary

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Chief Robert J. DeVries

MEETING DATE: March 17, 2015

AGENDA SUBJECT: High Intensity Drug Trafficking Area (H.I.D.T.A.) Grant Award

SUMMARY:

The Mohave Area General Narcotics Enforcement Team (M.A.G.N.E.T.) has been awarded a grant in the amount of \$24,769.00 for the time period of January 1, 2015 through December 31, 2016. The funds are for services related to the M.A.G.N.E.T. task force facility.

The City of Kingman serves as the fiduciary for M.A.G.N.E.T. The City of Kingman has entered into prior agreements with the City of Tucson who serves as the fiduciary and disburses funds for a variety of H.I.D.T.A. initiatives throughout the State of Arizona.

ATTACHMENT:

City of Tucson/H.I.D.T.A. Grant Agreement #HT-15-2503

FISCAL IMPACT:

None, matching funds are not required

STAFF RECOMMENDATION:

Staff recommends acceptance of the grant award and authorizing the Mayor and City Attorney to sign the grant agreement.


Signature of Dept. Head


City Attorney
Approved as to form


City Manager's Review

AGENDA ITEM: 3a



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number *HT-15-2503*

This Grant Agreement is made this 1ST day of January 2015 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Kingman Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2015 and terminate on December 31, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Arizona Regional Support (ARS)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Kingman Police Department
2730 East Andy Devine Avenue
Kingman, AZ 86401
Attn: Chief of Police Robert Devries**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	0.00
Fringe Benefits	0.00
Overtime	0.00
Travel	0.00
Facilities	\$24,769.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$24,769.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period	Month of:	Due Date:	Report Period	Month of:	Due Date:
January 1 - 31		February 25	July 1 - 31		August 25
February 1 - 29		March 25	August 1 - 31		September 25
March 1 - 30		April 25	September 1 - 30		October 25
October 1 - 31		November 25	April 1 - 30		May 25
November 1 - 30		December 25	May 1 - 31		June 25
December 1 - 31		January 25	June 1 - 30		July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://epls.arnet.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

-
25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

 26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'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 Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

 27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

 28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

FOR GRANTEE:

Mayor

Date

Richard Anderson, Mayor

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Carl Cooper, City Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. 11-952

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity 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.

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

Policy shall include bodily injury, property damage, personal 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
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its 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"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, 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.

2. 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 to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its 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".***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, 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 to contain, the following provisions:

- 1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. 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 Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson 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 GRANTEE 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 a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved 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 GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, 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 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. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Budget Detail

2015 - SWB - Arizona

Initiative - Arizona Region Support (ARS)

Award Recipient - City of Tucson (G15SA0007A)

Resource Recipient - Kingman Police Department

Awarded Budget (as approved by ONDCP)

\$5,360,735.00

Facilities	Quantity	Amount
Support		\$9,845.00
Utilities		\$14,924.00
Total Facilities		\$24,769.00
Total Budget		\$24,769.00

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Chief Robert J. DeVries

MEETING DATE: March 17, 2015

AGENDA SUBJECT: High Intensity Drug Trafficking Area (H.I.D.T.A.) Grant Award

SUMMARY:

The Mohave Area General Narcotics Enforcement Team (M.A.G.N.E.T.) has been awarded a grant in the amount of \$67,488.00 for the time period of January 1, 2015 through December 31, 2016. The funds are for operational expenses related to the M.A.G.N.E.T. task force facility.

The City of Kingman serves as the fiduciary for M.A.G.N.E.T. The City of Kingman has entered into prior agreements with the City of Tucson who serves as the fiduciary and disburses funds for a variety of H.I.D.T.A. initiatives throughout the State of Arizona.

ATTACHMENT:

City of Tucson/H.I.D.T.A. Grant Agreement #HT-15-2513

FISCAL IMPACT:

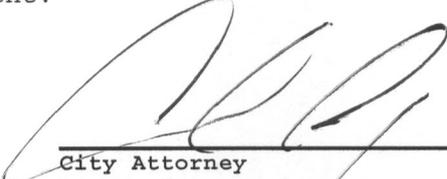
None, matching funds are not required

STAFF RECOMMENDATION:

Staff recommends acceptance of the grant award and authorizing the Mayor and City Attorney to sign the grant agreement.



Signature of Dept. Head



City Attorney
Approved as to form



City Manager's Review

AGENDA ITEM: 3b



CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT

COT Grant Number *HT-15-2513*

This Grant Agreement is made this 1ST day of January 2015 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Kingman Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2015 and terminate on December 31, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Mohave Area General Narcotics Enforcement Team (MAGNET)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Kingman Police Department
2730 East Andy Devine Avenue
Kingman, AZ 86401
Attn: Chief of Police Robert Devries**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee’s budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	0.00
Fringe Benefits	0.00
Overtime	0.00
Travel	0.00
Facilities	0.00
Services	\$53,138.00
Operating Expenses:	
Supplies	0.00
Other	\$14,350.00
Equipment (listed below)	0.00
TOTAL	\$67,488.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period	Month of:	Due Date:	Report Period	Month of:	Due Date:
January 1 - 31		February 25	July 1 - 31		August 25
February 1 - 29		March 25	August 1 - 31		September 25
March 1 - 30		April 25	September 1 - 30		October 25
October 1 - 31		November 25	April 1 - 30		May 25
November 1 - 30		December 25	May 1 - 31		June 25
December 1 - 31		January 25	June 1 - 30		July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://epls.arnet.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

-
25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'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 Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

FOR GRANTEE:

Mayor

Date

Richard Anderson, Mayor

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Carl Cooper, City Attorney

Statutory or other legal authority to enter into Agreement:

A.R.S. 11-952

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity 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.

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

Policy shall include bodily injury, property damage, personal 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
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its 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"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, 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.

2. 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 to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its 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"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, 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 to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. 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 Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson 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 GRANTEE 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 a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved 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 GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, 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 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. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Budget Detail

2015 - SWB - Arizona

Initiative - Mohave Area General Narcotics Enforcement Team
(MAGNET)

Award Recipient - City of Tucson (G15SA0007A)

Resource Recipient - Kingman Police Department

Awarded Budget (as approved by ONDCP)

\$5,360,735.00

Services	Quantity	Amount
Communications - data lines		\$6,300.00
Communications - mobile phones & pagers		\$19,038.00
Communications - office phones		\$14,100.00
Insurance		\$150.00
Investigative services		\$6,950.00
Vehicle lease - passenger		\$6,600.00
Total Services		\$53,138.00
Other	Quantity	Amount
PE/PI/PS		\$14,350.00
Total Other		\$14,350.00
Total Budget		\$67,488.00

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: March 17, 2015

AGENDA SUBJECT: RESOLUTION NO. 4935 - APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE MOHAVE COUNTY FLOOD CONTROL DISTRICT FOR DISBURSEMENT OF FISCAL YEAR 2015/2016 TAX REVENUES

SUMMARY: The City of Kingman has received its annual IGA from the Mohave County Flood Control District. This IGA will provide \$566,267.00 in funds for flood control related projects in the City of Kingman.

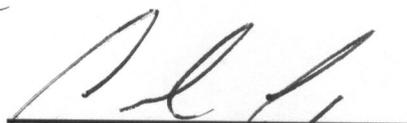
This IGA includes projects for the Golden Gate Addition Drainage Study, Beverly Avenue Improvements, Southern Vista & Steamboat Drive drainage improvements, Land Acquisition for the drainage projects and parcels, and various Drainage and Maintenance erosion protection projects.

ATTACHMENTS: Resolution No. 4935
Intergovernmental Agreement

FISCAL IMPACT: The City will receive \$566,267.00 in revenue from the Flood Control District

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 4935


Signature of Dept. Head


City Attorney
Approved as to form


City Manager's Review

AGENDA ITEM 3c

CITY OF KINGMAN

RESOLUTION NO. 4935

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KINGMAN AND THE MOHAVE COUNTY FLOOD CONTROL DISTRICT

WHEREAS, City of Kingman, Arizona, is a political subdivision of the State of Arizona, (hereinafter the “**City**”) as prescribed within the Arizona Constitution, Article XIII, Section 1; and

WHEREAS, the State of Arizona has, in Arizona Revised Statutes (“**A.R.S.**”) Title 9, Chapter 1, Article 2, Section 9-137, authorized the City Council (the “**Council**”) to do that which is necessary to carry out its functions; and

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3, Section 11-951, *et seq.*, authorizes the joint exercise of powers between the City and another political subdivision, including the Mohave County Flood Control District, a political subdivision of the State of Arizona, (the “**District**”) where it will further the public interest; and

WHEREAS, the City Council desires to enter into the attached Intergovernmental Agreement (the “**IGA**”) with which to further the flood control programs of the City in cooperation with the District for the drainage and flood control projects as described in the IGA; and

WHEREAS, the City is empowered by reasons including without limitation A.R.S. Title 9, Chapter 1, Article 2, Section 9-137 and Title 11, Chapter 7, Article 3, Section 11-952 and to enter into the IGA; and

NOW THEREFORE, BE IT RESOLVED the City Council hereby approves the attached IGA with the District pertaining to the project drainage improvements described therein; and,

BE IT FURTHER RESOLVED, the City Council authorizes the City Mayor, as its representative, to execute the IGA on behalf of the City; and

BE IT ALSO FURTHER RESOLVED, that the terms of this Resolution including the approval of the Agreement shall be effective immediately upon it being fully executed and recorded in the official records of the Mohave County Recorder.

PASSED, AND ADOPTED, by the Mayor and Common Council, of the City of Kingman, Arizona, this 17th day of March, 2015.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE MOHAVE COUNTY FLOOD CONTROL DISTRICT AND
THE CITY OF KINGMAN, ARIZONA, FOR FLOOD CONTROL**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE MOHAVE COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF KINGMAN, ARIZONA, FOR FLOOD CONTROL (the “**Agreement**”) is entered into, effective this _____ day of _____, 2015, between the Mohave County Flood Control District, a political subdivision of the State of Arizona, (the “**District**”) and the City of Kingman, a municipal corporation of the State of Arizona, (the “**City**”). The District and the City are sometimes collectively referred to as the “**Parties**” or individually as the “**Party**”.

RECITALS

WHEREAS:

- A.** The City is authorized to enter into this Agreement under the Constitution of Arizona, Article XIII, Section 1, and other applicable laws including Arizona Revised Statutes, Title 9, Chapter 1.
- B.** The District is authorized to enter into this Agreement under the Constitution of Arizona, Article XIII, Section 7, and other applicable laws including Arizona Revised Statutes, Title 48, Chapter 21.
- C.** The District administers the Federal Emergency Management Agency (“**FEMA**”) Regulations under the National Flood Insurance Program.
- D.** The District and City are within the geographical boundaries of Mohave County, a body politic and corporate of the State of Arizona, (“**Mohave County**” or the “**County**”).
- E.** The District, City, and County are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety and welfare, and other public purposes.
- F.** The District and City desire to participate jointly in a flood control project as proposed by the City (the “**Project**”), as described on **Exhibit “A”** attached hereto, to increase safety and protect public and private property and persons within the City.
- G.** Among other things, the District receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.
- H.** Under the budgeting process for the District, a category of “Special Projects” has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Mohave County, provided they are flood or drainage related and a part of an overall plan, cost effective, a benefit to the County, District, and, as here, City communities, and in accordance with FEMA Regulations.
- I.** The City has prepared a budget for the Project, which has been reviewed by the District, and upon which the District relies.
- J.** The City has previously participated in flood control projects during prior fiscal years, for which it has received funds. A spread sheet showing an accounting for allocations received, monies spent, and account balances (if any) is attached hereto as **Exhibit “B”**.
- K.** The City desires to receive District Special Projects funds (the “**Funding**”) for the fiscal year, for part of the funds the City anticipates projected as necessary for its current Project, which Funding is described on **Exhibit “C”** attached hereto.
- L.** Pursuant to the requirements of and powers granted by Arizona Revised Statutes (“**A.R.S.**”) Title 11, Chapter 7, Article 3, Section 11-952; Title 48, Chapter 21, Article 1, Section 48-3603; and, Title 9, the Parties desire to enter into this Agreement.
- M.** Acting through its duly elected governing body, by Resolution, the District’s Board approved the District entering into this Agreement, and authorized the District’s Chairman as its representative to execute the same on behalf of the District.
- N.** Acting through its duly elected governing body, by Resolution, the City’s Council approved the City to enter into this Agreement, and authorized the City’s Mayor as its representative to execute the same on behalf of the City.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, the Parties agree as follows:

1. INCORPORATION BY REFERENCE. The above Recitals shall be incorporated by reference as part of the Parties' agreements and/or as the basis of consideration for this Agreement.

2. COMMENCEMENT, DURATION, AND TERMINATION.

2.1 The effective date shall be set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and it shall continue in full force and effect until the completion of the Project, unless earlier terminated as provided hereinafter. This Agreement shall terminate of its own accord upon the satisfactory completion of all its terms and conditions, or upon one (1) year from its effective date, whichever is longer, unless extended by the Parties in writing.

2.2 Either Party may terminate this Agreement, with or without cause, by one Party serving upon the other, a thirty (30)-day prior written Notice of Termination.

2.3 This Agreement may be canceled in accordance with A.R.S. Title 38, Chapter 3, Article 8, Section 38-511.

2.4 Nothing to the contrary withstanding, the termination or cancellation of this Agreement does not terminate the responsibility for the City's full accounting of funding and its return of any then unused funds; the continuing obligations of legal compliance under Section 5; indemnification, hold harmless and defense obligations under Section 7; and the continuing of applicable terms of this agreement as to past matters including as to funds disbursed by the District to the City as is herein otherwise set forth.

3. PURPOSES. The basic purpose of this Agreement is to set forth the terms and conditions of the Project, Project Work, and the financing of it regarding the Parties' roles therein.

4. RESPONSIBILITIES [INCLUDING FINANCING AND BUDGET]. The Parties shall be responsible as follows:

4.1 District. The District shall:

4.1.1 Review the request for proposal scope of work, drawings (plans), and specifications for this Project generally described on **Exhibit "A"** for comment, if the District, in its discretion, desires to make comment. Such review or comment that may occur does not place any responsibility or liability on the District for the integrity of the Project or its work (the "**Project Work**").

4.1.2 Review the budget prepared by the City (**Exhibit "B"** hereto).

4.1.3 Provide Funding as available and appropriate upon the City's application to the District, as provided on **Exhibit "C"**. The Funding shall be made available following the effective date of this Agreement. The Funding is to be included in the current City Flood Control District Allocation balance or a total balance set forth on **Exhibit "C"**. Funding is to be used for the Project(s) in Fiscal Year, 2015-2016.

4.2 City. The City shall:

4.2.1 Provide Project design plan and specifications, in accordance with City, District, State, and Federal standards, to the District for its review and approval.

4.2.2 Prepare and keep current a budget for the Project within which parameters the City will fiscally generate for this Project and its completion, unless the City provides any required additional funding.

4.2.3 Utilize properly Arizona licensed engineers and contractors for the Project and all the Project Work.

4.2.4 Properly bond the Project as required for Public Works' projects pursuant to A.R.S. Title 34, Chapter 2, Article 1, Section 34-201 and Article 2, Section 34-222.

4.2.5 Furnish the District with a written, notarized statement of the Project engineer, contractor, and City to certify the completion of the Project Work and the City's satisfaction with the Project Work.

4.2.6 Provide the District with proof of final payments to the engineer, contractor, subcontractors, and that no liens exist against the County, District, City, or contractor in relation to the Project or the real property associated therewith.

4.2.7 As necessary, timely provide additional amounts beyond the Funding, for full funding for full completion of this Project.

4.2.8 Establish a special account for the Funding to be received and spent on this Project.

4.2.9 Provide for an independent audit by a certified public accountant setting forth the use and/or status of the Project Funding, and forward a copy of the audit to the District.

4.2.10 Return to the District, any unused Funding (if any there be) within four (4) calendar weeks of completion, termination, or cancellation of the Project.

4.2.11 The City shall contract directly for all Project Work, including its design, supervision, and construction, and be responsible for the proper disbursement of Funding paid by the Parties, pursuant to the express terms of this Agreement.

4.2.12 The City, and not the District or the County, shall be directly responsible for maintaining the Project and/or the Project Work.

4.3 **Jointly.** The District and City mutually agree:

4.3.1 To not incur legal liability for the actions of one another, other than under the terms and conditions of this Agreement. Each Party will be solely and entirely responsible for its own acts and acts of its own Board or Council members, officials, agents, and employees during the performance of this Agreement.

4.3.2 Nothing to the contrary withstanding, the Parties recognize the funds to be used by both Parties pursuant to this Agreement are tax funds. The agreements herein for Funding are based upon projected tax funds to be received. In the event the project income is not received, there is the possibility that some or all of the funds anticipated by this Agreement and set forth herein will not be available. In the event income falls short of the projected income for either Party, then either Party may otherwise, in its sole discretion, reduce or delete some of the Funding set forth in this Agreement. Each Party will make best effort to give ten (10) days notice to the other Party in the event such funds will not be available, and will therewith give as much notice as possible as to the amount the Funding must be reduced. Should either Party be unable to provide some or all of the Funding set forth in this Agreement, following notice of same to the other Party, the Parties agree this Agreement automatically will be amended or canceled to reflect said change(s) without further action, without any claim of damages by either Party, and without penalty to either Party.

4.3.3 All Project Work is the sole responsibility of the City, and not that of the District or County. All real property and its appurtenances (the "**Property**") upon which Project Work will occur, is owned or under the control of the City and not owned or under the control of the District or County.

4.3.4 **Exhibits "D" and "E"** attached hereto are authenticated copies of the Resolutions of the County and City, authorizing said Parties to enter into this Agreement.

4.3.5 It is noted that as a part of this Agreement are the written determinations of the attorneys for the Parties that this Agreement is in proper form and within the powers and authority granted to said Parties under the laws of the State of Arizona.

4.3.6 To act for the good faith implementation of this Agreement and its covenants, including full and complete timely performance.

5. LAWS. The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees or other laws (hereinafter collectively "**Laws**") applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

6. NOTICE. Any notice that is necessary shall be in writing and given by telefax, personal delivery, by deposit with an overnight express delivery service such as Federal Express, or by deposit in the United States Mail, certified mail-return receipt requested, postage prepaid, addressed to a Party at the address set forth below, or such other address as a Party may designate in writing by prior notice. The date notice is given shall be the date on which the notice is delivered if notice is given by personal delivery or overnight express delivery service, or three (3) days from the date of deposit in the Mail, if the notice is sent through the United States Mail. Notice shall be deemed to have been received on the date on which the notice is delivered, if notice is given by personal delivery or overnight express delivery service, or three (3) days following the date of deposit in the mail, if notice is sent through the United States Mail.

DISTRICT:

Mail or Deliver To:

Nicholas S. Hont, P.E.
Development Services Department Director
Mohave County Flood Control District
P.O. Box 7000
Kingman, Arizona 86402-7000

or

3250 E. Kino Avenue
Kingman, Arizona 86409

Copy To:

Matthew J. Smith, County Attorney
Mohave County Attorney's Office
Attention: Mohave County Development Services
P. O. Box 7000
Kingman, Arizona 86402-7000

or

3250 E. Kino Avenue
Kingman, Arizona 86409

CITY:

Mail or Deliver To:

John Dougherty, City Manager
City of Kingman
310 N. 4th Street
Kingman, AZ 86401

Copy To:

Carl Cooper, City Attorney
City of Kingman
310 N. 4th Street
Kingman, AZ 86401

7. INDEMNIFICATION. To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitees") its officers, officials, employees, agents, volunteers, successors, and assigns ("Indemnified Group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor.

8. OTHER CONDITIONS OR PROVISIONS

8.1 Incorporation of Exhibits. All terms and conditions of the Exhibits not inconsistent herewith shall be and are incorporated herein by reference into this Agreement. The Exhibits to this Agreement are as follows:

Exhibit "A"	Project Description
Exhibit "B"	Accounting of Prior Funding and Balance
Exhibit "C"	Project Funding
Exhibit "D"	District Resolution
Exhibit "E"	City Resolution

8.2 Severability. The terms of this Agreement are severable. Any waiver by the Parties of any provision herein shall not impair the right of any Party to enforce any other provision of the Agreement. Such provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable Laws. Such provision shall be ineffective solely to the extent of such prohibition of invalidity. Such prohibition or invalidity shall not invalidate the remainder of the provisions or any other provision.

8.3 Voluntary Execution. The Parties acknowledge having read the Agreement in its entirety and voluntarily sign the Agreement with the intended purpose that it be fully binding as set forth.

8.4 Arbitration. In the event of a dispute, the Parties agree to use arbitration only to the extent it is required by A.R.S. § 12-1518 or otherwise required by Arizona Rules of Civil Procedure. The Parties shall agree to fully exhaust administrative remedies before filing litigation.

8.5 Trust and Repose. The City acknowledges the District places trust and repose in the City, its council members, officials, officers, employees, and agents. The City avows and warrants it will faithfully and fully perform under the terms of this Agreement, including obtaining and maintaining or having obtained and maintained any State of Arizona or local licenses or permits through the entire Project in order to perform or have properly, timely and fully performed the services and activities required. Therewith, the City shall maintain all bonds and insurances required by Laws and herein.

8.6 Record Retention. Records for this Project shall be retained not less than five (5) years from the date of final completion.

8.7 Independent Parties. Each Party acknowledges, understands, and agrees that it undertakes its responsibilities and obligations independent of the other, and that neither Party nor its employees or agents shall be considered an employee of the other under this Agreement or the activities resultant therefrom.

8.8 No Implied Authority. This Agreement shall not be considered to imply authority to perform any tasks, accept any responsibility, or to do any other thing in relation hereto, not expressly set forth herein.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below. This Agreement shall be effective as of the date first above written, but without limitation, the District Board approving this Agreement, which the Board may or may not do, in its discretion.

CITY OF KINGMAN, a municipal corporation of the State of Arizona

Date Signed

By _____
Richard Anderson, Mayor of the City of Kingman

MOHAVE COUNTY FLOOD CONTROL DISTRICT,
a political subdivision of the State of Arizona

Date Signed

By _____
Steven C. Moss, Chairman of the District

REVIEWED AND RECOMMENDED:

MOHAVE COUNTY FLOOD CONTROL DISTRICT

Date Signed

By _____
Nicholas S. Hont, P.E., Flood Control District Engineer

**APPROVED AS TO FORM AND IN
COMPLIANCE WITH A.R.S. § 11-952:**

CITY OF KINGMAN ATTORNEY

Date Signed

By _____
Carl Cooper, City Attorney

**APPROVED AS TO FORM AND IN
COMPLIANCE WITH A.R.S. § 11-952:**

MOHAVE COUNTY ATTORNEY

Date Signed

By _____
Matthew J. Smith, County Attorney

ATTESTATION OF CITY APPROVAL

I, Sydney Muhle, Clerk of the City of Kingman, Arizona, hereby certify that the City Council of the City of Kingman, Arizona, on the _____ day of _____, 2015, approved on behalf of the City of Kingman, an Arizona municipal corporation, for the purposes stated, the foregoing Agreement.

(Seal) _____
Sydney Muhle, Clerk of the City of Kingman

ATTESTATION OF COUNTY APPROVAL

I, Ginny Anderson, Clerk of the Board of Supervisors of Mohave County, a body politic and corporate of the State of Arizona, sitting as the Directors of the Mohave County Flood Control District, a political subdivision of the State of Arizona, hereby certify that said Flood Control District on the _____ day of _____, 2015 approved on behalf of the Flood Control District for the purposes stated, the foregoing Agreement.

(Seal) _____
Ginny Anderson, Clerk of the Mohave County Board of Supervisors

EXHIBIT "A"

TO

INTERGOVERNMENTAL AGREEMENT BETWEEN THE MOHAVE COUNTY FLOOD CONTROL DISTRICT AND CITY OF KINGMAN, ARIZONA, FOR FLOOD CONTROL

PROJECT DESCRIPTION (Fiscal Year 2015-2016)

No.	Project	Estimated Cost	Description
1	Beverly Avenue	\$250,000	Construct curbs and storm drain to contain drainage between Western Avenue and Stockton Hill Road
2	Southern Vista & Steamboat Drainage	\$250,000	Reconstruct drainage channels and install grouted riprap within City Easements and Parcels
3	Golden Gate Addition Drainage Study	\$100,000	Conduct a drainage study to solve flooding problems in the Golden Gate Addition subdivision. The general area is between Stockton Hill Road and Fairgrounds Boulevard, and between Pasadena Avenue and Davis Avenue.
4	Railroad Diversion Channel	\$100,000	Acquire right of way for future channel identified in the Kingman Area Master Drainage Plan & URS DCR
5	Bull Mountain Drainage Channel	\$100,000	Acquire right of way for future channel identified in the Kingman Area Master Drainage Plan
6	Drainage Maintenance & Erosion Protection	\$300,000	Install curbs, asphalt, concrete, grouted riprap or shotcrete at various locations which have had continuing erosion problems, including maintenance of drainage channels
7	Land Acquisition Drainage	\$100,000	Acquire drainage parcels in problem areas of existing subdivisions
8	Drainage Master Plan Update	\$350,000	This project will update the existing Kingman Area Master Drainage Plan from June of 1988. A grant from FEMA is being pursued to fund new Aerials.
		\$1,550,000	

EXHIBIT "C"

TO

INTERGOVERNMENTAL AGREEMENT BETWEEN THE MOHAVE COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF KINGMAN, ARIZONA, FOR FLOOD CONTROL

PROJECT FUNDING PER FLOOD CONTROL RESOLUTION 2015-03

The Funding for the Project and Project Work is described as follows:

The District shall provide Five Hundred Sixty-Six Thousand Two Hundred Sixty-Seven Dollars (\$566,267) following the effective date of the Agreement.

Said Funding shall be used as part of the City's share of Project and Project Work described within the Agreement.

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: John A. Dougherty, City Manager

MEETING DATE: March 6, 2015

AGENDA SUBJECT: Membership renewal in Northwest Arizona Employee Benefit Trust (NAEBT).

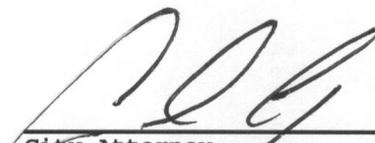
SUMMARY: On February 19, 2015, the NAEBT Board unanimously voted to offer renewal membership to the City of Kingman. Ratification of the resolution will continue the agreement between Kingman, Lake Havasu City and Bullhead City to pool our resources and provide employee benefits at a lower rate than the City's would be able to get solo. In the past the Trust Board has done an admirable job of keeping the program costs to a minimum.

ATTACHMENT: None

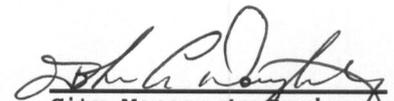
STAFF RECOMMENDATION: Staff strongly recommends adoption of the resolution and continued support of the NAEBT agreement between the tri-cities.

BUDGET IMPACT: There will always be an impact with employee benefits; however, it is believed that this agreement is the most cost efficient method of procuring said benefits.

Signature of Dept. Head



City Attorney
Approved as to form



City Manager's Review

AGENDA ITEM: 3d

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: March 17, 2015

AGENDA SUBJECT: Acceptance of Grant of Public Water Line Easement for the replacement of an ageing water line in the Utility Easement just South of Woodcrest Drive between North Harvard Drive and Stirrup Drive (Project No. ENG13-054)

SUMMARY: An existing water line located in an open area between the Canyon Shadows Tract 1920-B and Riata Valley Tract 1211-A subdivisions and along Stirrup Drive south of Woodcrest Drive has reached its operational life and is being replaced. The existing utility easement only covers the northern half of the open area. Staff has requested additional easement from the property owner to the south of the open space, Riata Valley Tract 1211-A, Lot 54, to reserve the entire width of the open area for utility purposes. This would allow for the water line to be relocated to the center of this area and provide for better equipment access to the water line and improved maintenance of the open area. The property owner does not have any objection to this request and is offering to grant a Public Water Line Easement for the water line relocation.

ATTACHMENTS: Grant of Public Water Line Easement.

FISCAL IMPACT: No initial cost. The City will maintain the new public water line.

RECOMMENDATION: It is recommended that the Council accept this easement and that the Mayor be authorized to sign the Acceptance Statement for the Grant of Public Water Line Easement on behalf of the City.

Handwritten signature of the Department Head.

Signature of Dept. Head

Handwritten signature of the City Attorney.
City Attorney
Approved as to FormHandwritten signature of the City Manager.
City Manager's Review

AGENDA ITEM: 3e

CONSENT

The undersigned hereby consent to the foregoing grant and easement and terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has executed this Consent this _____ day of _____, 20__.

BY: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Mohave)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, the _____, on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

ACCEPTANCE

The City of Kingman, a municipal corporation, does hereby accept the foregoing grant and easement and the terms and conditions thereof.

IN WITNESS WHEREOF, the City of Kingman has caused this Acceptance to be executed by its Mayor pursuant to authority granted by its City Council, this _____ day of _____, 20__.

CITY OF KINGMAN,
A municipal corporation

BY: _____
City Mayor

ATTEST:

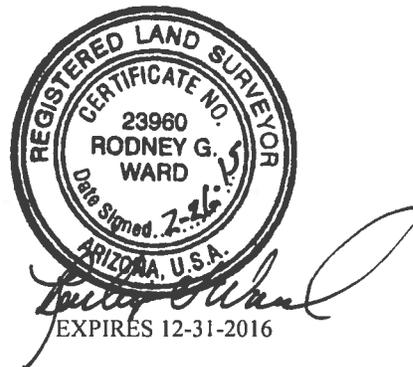
City Clerk

Exhibit "A"

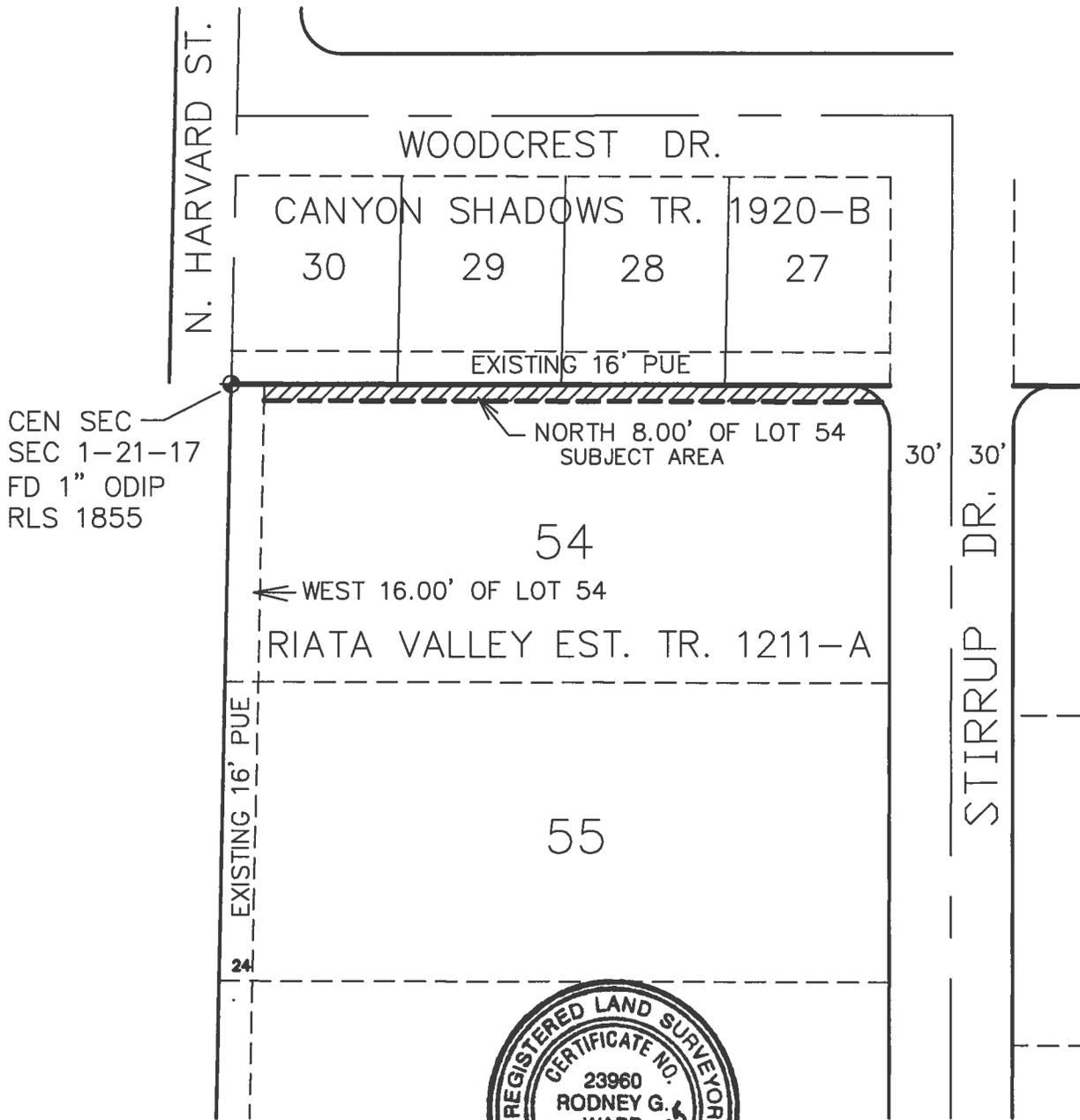
"8' foot Waterline Easement"

A 8' foot waterline easement lying within Lot Fifty Four (54) of "Riata Valley Estates, Tract 1211-A" according to the plat recorded March 4, 1974 at Fee No. 74-5817, in the office of the Mohave County Recorder of Mohave County, Arizona, situate in Section 1, Township 21 North, Range 17 West, Gila & Salt River Meridian, Mohave County, Arizona more particularly described as;

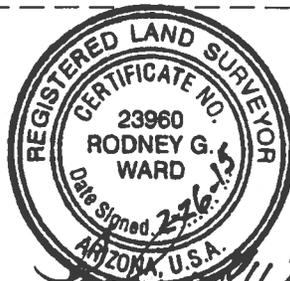
The North 8.00' (Eight) feet of said Lot 54 except the west 16' (sixteen) feet of said lot.



MAP TO ACCOMPANY
 EXHIBIT "A"
 "8' FOOT WATERLINE EASEMENT"



N.T.S.



EXPIRES 12/31/2016

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: City Clerk's Office

MEETING DATE: March 17, 2015

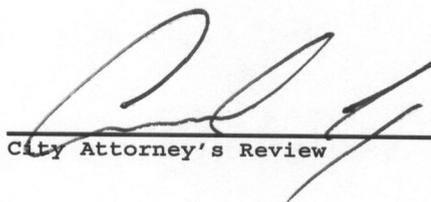
AGENDA SUBJECT: Special Event Liquor License Application

SUMMARY: Applicant Rebecca Fawson of the Kingman Route 66 Rotaract Trailblazers has applied for a Series 15 Special Event Liquor License for an event to take place Thursday, Friday, and Saturday April 23, 24 and 25 from 10 a.m. to 6 P.M. at 2501 W. Beverly Ave. in Kingman.

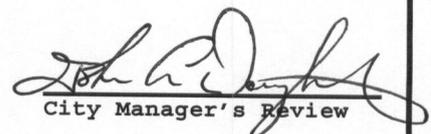
ATTACHMENT: First page of the Liquor License Application.

STAFF RECOMMENDATION: Approve the special event liquor license application.

Signature of Dept. Head



City Attorney's Review



City Manager's Review

AGENDA ITEM: 3F

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: March 17, 2015

AGENDA SUBJECT: RESOLUTION NO. 4936 - AUTHORIZING THE CITY MANAGER TO ACQUIRE PROPERTY FOR DRAINAGE AND STORM WATER PURPOSES, BY PURCHASE OR EMINENT DOMAIN, ENG15-018

SUMMARY: The monsoon storms of the past couple of years have brought to light several drainage and flooding issues throughout the City. Houses have been flooded, properties have been damaged and City streets have been impacted. Staff is proposing to acquire several vacant properties at various locations for drainage and storm water purposes. The acquisition of the properties will be used to alleviate flooding, or will prevent development in areas that are natural low points. Staff has created the list of properties based on drainage complaints received and based on proposed capital improvement projects.

Resolution No. 4936 authorizes the City Manager to acquire properties for drainage purposes by purchase or eminent domain. Staff intends to make offers for the properties based on a certified appraisal reports. Once offers and acceptances are obtained, staff will place authorization to acquire the properties on future City Council meetings for review and approval. It is not expected that the acquisitions will take place all at once. Instead, the list will be prioritized based on the severity of the flooding issues, and staff will proceed accordingly.

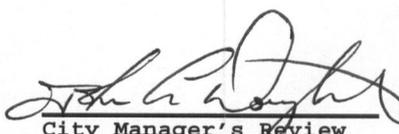
ATTACHMENTS: Resolution No. 4936

FISCAL IMPACT: The Flood Control Account in the Capital Improvement Plan includes a \$100,000 line item for drainage parcel acquisition and \$100,000 for the Railroad Diversion Channel.

RECOMMENDATION: Staff recommends approval of Resolution No. 4936


Signature of Dept. Head


City Attorney
Approved as to Form


City Manager's Review

AGENDA ITEM: 39

CITY OF KINGMAN

RESOLUTION NO. 4936

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE ACQUISITION OF CERTAIN PROPERTIES FOR STORM WATER AND OTHER DRAINAGE IMPROVEMENTS AND PURPOSES; AND MAKING FINDINGS OF NECESSITY FOR THE PROPERTY ACQUISITION BY PURCHASE OR EMINENT DOMAIN.

WHEREAS, the Mayor and Common Council has determined that the public health, safety and welfare will be served and promoted by authorizing the acquisition of certain properties at various locations throughout the City; such properties include all (or portions) of Assessor's Parcel Number 311-14-324, 311-14-325, 311-14-326, 311-14-319G (east 50 feet), 311-23-058, 311-10-051, 311-10-052, 311-10-045, 311-10-046, 311-04-537, 311-04-534E, 311-04-534F, 311-04-531, 311-04-533, 311-20-027 (west 59 feet), 311-03-067A, 311-03-067B, and the areas of acquisition are shown in Exhibit A to this Resolution (the Acquisition Properties); and

WHEREAS, the Acquisition Properties are known to have current drainage issues or are part of a future capital improvement project which involves drainage; and

WHEREAS, development on the Acquisition Properties is highly likely to impede drainage and/or exacerbate drainage issues; and

WHEREAS, the Mayor and Common Council finds and determines that it is in the best interests of the City of Kingman and the public to authorize the City Manager to acquire the Acquisition Properties through purchase or condemnation under the right of eminent domain for the purposes described in this Resolution; and

WHEREAS, the Mayor and Common Council finds and determines that acquisition by the City of the Acquisition Properties for the purposes described in this Resolution is authorized by law, is for a public use, and is necessary for that use and for the purposes described in this Resolution; and

WHEREAS, the Mayor and Common Council authorize the City Manager to take all steps necessary to further these directives of the Mayor and Common Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona, that the City Manager is authorized and directed to proceed with the acquisition by purchase or condemnation by eminent domain of the rights and privileges of the Acquisition Properties, as described in Exhibit A to this Resolution, based on just compensation for the acquisition agreed to by the City, property owner and any others with a legally recognized interest in the Acquisition Properties or as determined according to law.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on this 17TH day of March 2015.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney



Exhibit A
Resolution No. 4936
Page 1 of 4



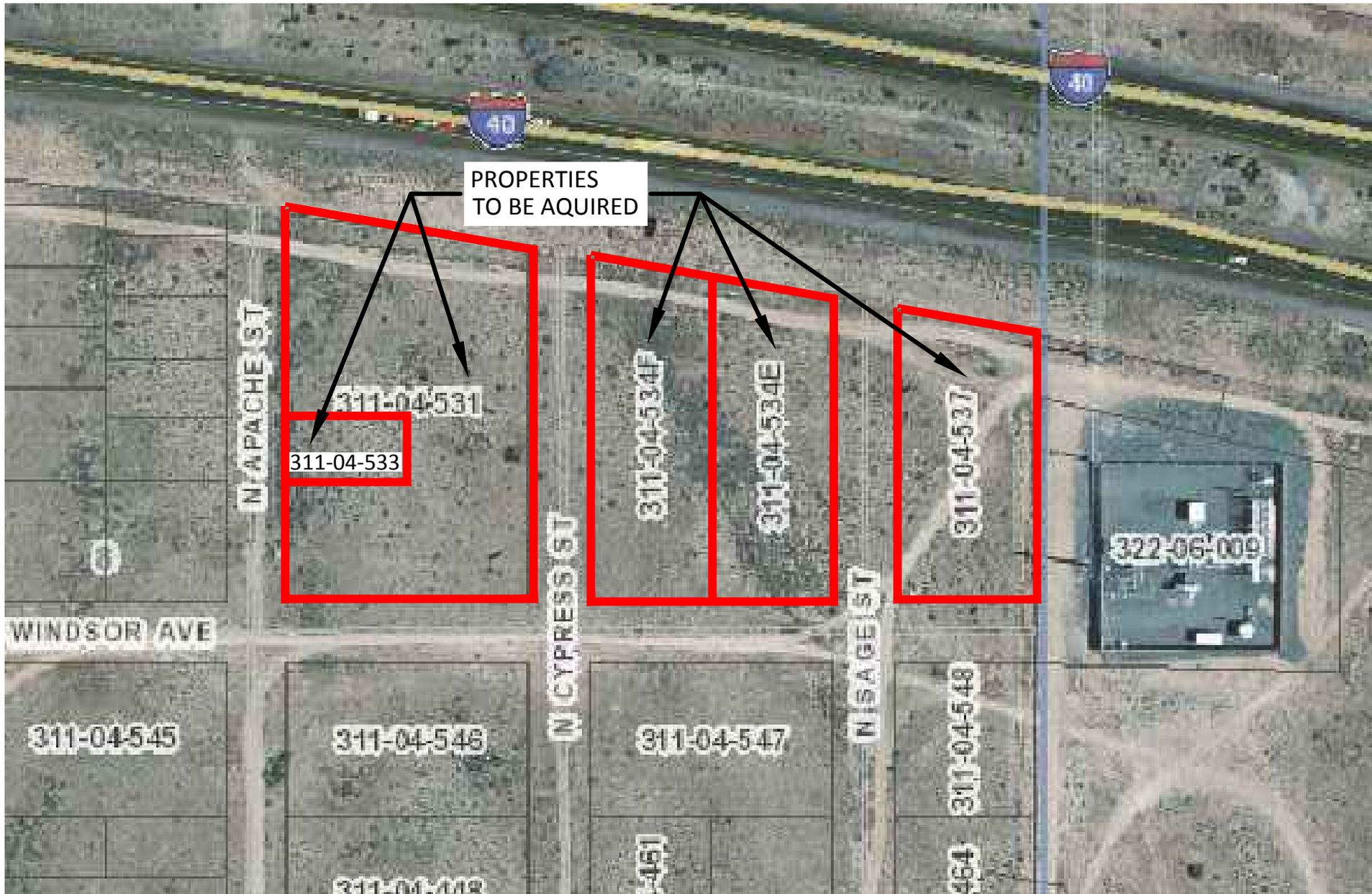


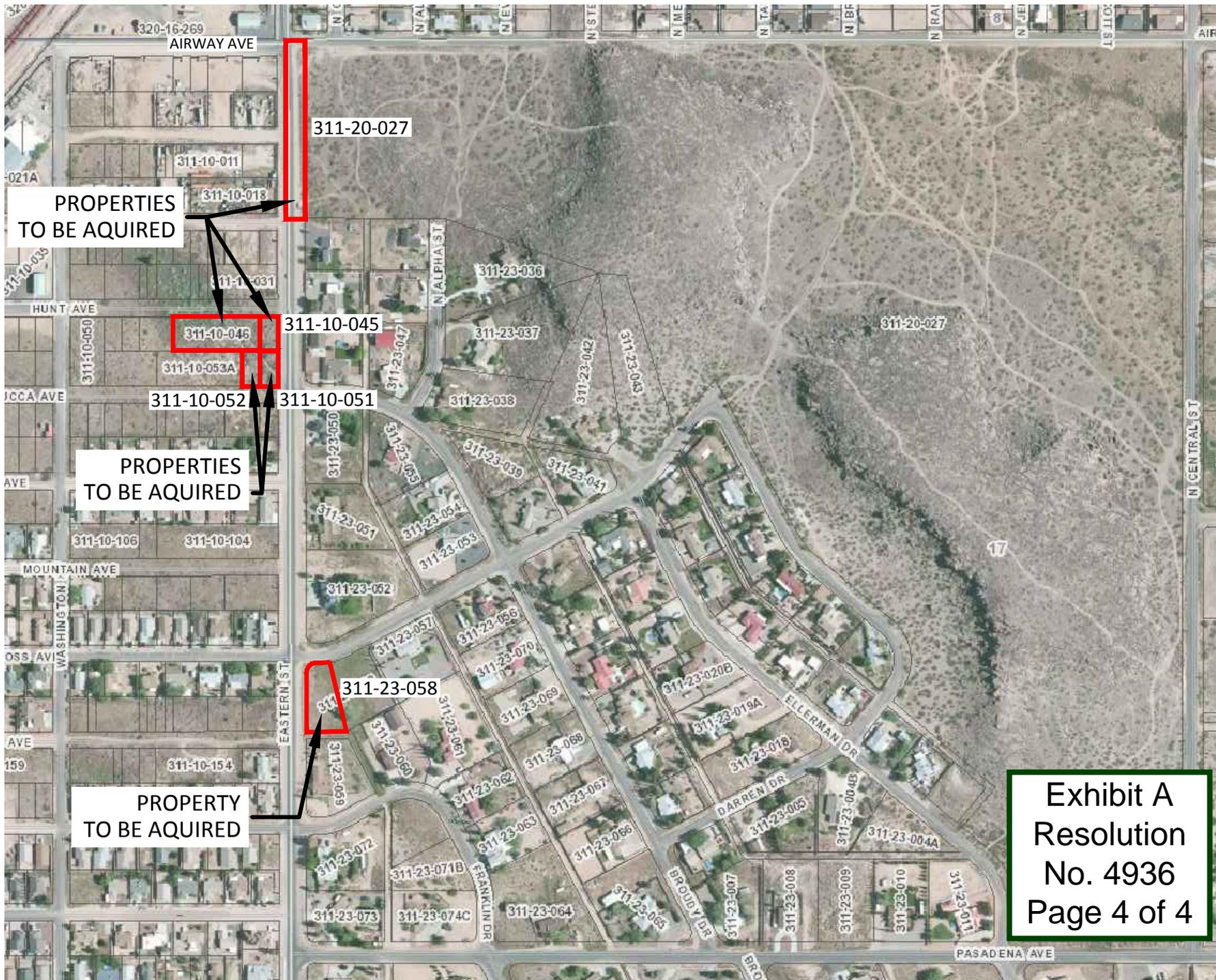
Exhibit A
Resolution No. 4936
Page 2 of 4





Exhibit A
Resolution No. 4936
Page 3 of 4





PROPERTIES TO BE AQUIRED

PROPERTIES TO BE AQUIRED

PROPERTY TO BE AQUIRED

Exhibit A
Resolution
No. 4936
Page 4 of 4



CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Jake Rhoades, Fire Chief

MEETING DATE: March 17, 2015

AGENDA SUBJECT: Authorization to declare Personal Protective Equipment (PPE) as surplus so that it may be donated to Firefighters Crossing Borders Organization

SUMMARY: The Kingman Fire Department has Personal Protective Equipment (PPE) that is currently out of compliance with NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting which states that PPE shall be removed from service after ten (10) years of service and shall not be utilized during live -fire response. In addition, the department has also maintained SCBA cylinders that do not comply with NFPA 1852: Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA). These cylinders do not meet the current specifications and have not maintained required hydrostatic testing and maintenance.

The department has approximately 20 cylinders that are no longer compliant with NFPA 1582 as well as various personal protective equipment that no longer meets the specifications of NFPA 1971. As such, the departments PPE replacement ensures that all front line / suppression personnel are in compliance with these standards to ensure safety and to eliminate liability issues. The Firefighters Crossing Borders (FFCB) is a US based non-profit organization founded by active Firefighters working to assist Firefighters in Mexico. The organization accepts donations that will be utilized in Mexico to outfit firefighters from that country. Other organizations, including neighboring districts and Mohave Community College, have been contacted but are not interested due to compliance with these standards. Dependent upon the condition of certain items within this inventory, they will be permanently removed from service.

The Kingman Fire Department recommends the declaration of the specified personal protective equipment that is out of compliance with the NFPA standard as surplus and donate to the Firefighters Crossing Borders Organization and / or permanently removed from service

The City Attorney and Finance Director reviewed the request to surplus this Personal Protective Equipment (PPE) for donation to the Firefighters Crossing Borders Organization for compliance with the city's purchasing policy.


Signature of Dept. Head


City Attorney's Review


City Manager's Review

AGENDA ITEM: 3h

ATTACHMENT: None

FISCAL IMPACT: None

STAFF RECOMMENDATION: I move to declare this PPE as surplus and donate to the Firefighters Crossing Borders Organization and / or permanently removed from service.



Signature of Dept. Head

City Attorney's Review

City Manager's Review

AGENDA ITEM:

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Public Works

MEETING DATE: March 17, 2015

AGENDA SUBJECT: Proposed Resolution # 4937 Award of contract for the Powerhouse Rehabilitation Project Design to Seabury Fritz Architects Inc.

SUMMARY: On November 24, 2014, Statements of Qualifications (SOQs) were received by only one firm interested in completing the required Architectural Design of the Powerhouse Rehabilitation Project. The SOQ was evaluated by the review committee which consisted of City staff, the Powerhouse Tourism Director, and the Director of the Museum. Seabury Fritz Architects Inc. was found to be qualified and was selected by the review committee. This firm was then audited by ADOT Department of Audit and Analysis, to determine if their rates were found to be fair and reasonable, and they were.

The design of this project is federally funded through a reimbursement process combined with a local match. The federal reimbursement amount is 80.0% with the local match being 20%. The Design of this project is not to exceed \$52,564.53 with a local match of \$10,512.90.

The Tourism Development Commission authorized staff to use \$55,061.00 out of the Powerhouse Bricks and Mortar Fund to pay for the City's Match portion, for design and Construction.

Staff recommends awarding the contract for the Architectural Design of the Powerhouse to Seabury Fritz Architects Inc.

ATTACHMENT: Scope of work, fee schedule and contract.

FISCAL IMPACT: \$52,564.53 from Grant funds.

RECOMMENDATION: Staff recommends adopting Resolution # 4937 and Authorizing the Mayor to award the contract to Seabury Fritz Architects Inc. in the amount not to exceed \$52,564.53.

Signature of Dept. Head

City Attorney
Approved as to form

City Manager's Review

AGENDA ITEM: 3i

**CITY OF KINGMAN, ARIZONA
RESOLUTION NO. 4937**

**A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE
MAYOR TO SIGN CONTRACT WITH SEABURY FRITZ
ARCHITECTS INC. FOR THE POWERHOUSE
REHABILITATION PROJECT WITH FUNDING THROUGH
THE NATIONAL SCENIC BYWAYS PROGRAM.**

WHEREAS, FHWA provides National Scenic Byways funds through ADOT which provides federal funding for improvements along National Byways such as Route 66; and

WHEREAS, these program funds can be used to design and construct improvements to the Powerhouse Visitors Center and Museum; and

WHEREAS, the City of Kingman has been awarded \$275,302.00 through this program; and

WHEREAS, an intergovernmental agreement with ADOT has been executed to define each party's responsibilities; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona, that the Mayor is hereby authorized to sign the Contract with Seabury Fritz Architects Inc. for the proposed improvements to the Powerhouse, funded by National Scenic Byways Funding.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 17st day of March, 2015.

ATTEST:

APPROVED:

Sydney Muhle, City Clerk

Richard Anderson, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

ATTACHMENT #8

CONTRACT BOILERPLATE

CITY CONTRACT KNG 12-026

**AGREEMENT FOR
ARCHITECTURAL SERVICES FOR DESIGN PLANS AND SPECIFICATIONS
POWERHOUSE VISITORS CENTER AND MUSEUM REHABILITATION PROJECT
CITY OF KINGMAN
PROJECT ENG12-026**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this day of _____, 2015, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called the "CITY" and _____, hereinafter called the "ARCHITECT".

WITNESSETH

WHEREAS, the CITY wishes to obtain ARCHITECT services to develop Design Plans and Specifications for the Powerhouse Visitors Center and Museum Rehabilitation Project; and

WHEREAS, the ARCHITECT submitted a detailed Scope of Work and Fee Proposal dated _____, 2015, attached hereto and made a part hereof as Exhibit A, offering to complete the Design Plans and Specifications; and

WHEREAS, the ARCHITECT has agreed to complete the work for a total lump sum fee not to exceed \$ _____, as detailed in Exhibit B; and

WHEREAS, it has been determined that ARCHITECT is qualified and ready to perform the services as required by this Agreement.

NOW THEREFORE, it is mutually agreed as follows:

I. ARCHITECT'S DUTIES

- A. ARCHITECT shall complete the project as described in the Detailed Scope of Work.
- B. ARCHITECT shall provide all labor, materials and equipment and shall complete all tasks necessary to complete the Design Plans and Specifications and related work.
- C. ARCHITECT shall provide 30, 60, 95 and 100 percent Design Plans, Specifications and Estimates in accordance with ADOT review procedures. ARCHITECT shall provide electronic copies of all final documents and drawings to the CITY.

II. CITY DUTIES

The CITY agrees to provide information and make payment for the work covered under this Agreement in accordance with the following:

- A. The CITY shall provide the ARCHITECT with copies of any as-built plans, maps, AutoCAD drawings, operational records, reports or other information of record applicable to this project.
- B. The CITY shall pay the ARCHITECT for the work performed on a monthly basis,

AKH

upon receipt of a progress report that coincides with the percentage of work completed during the preceding month. The final payment will be paid after the project is complete and release is approved by the City.

III. GENERAL COVENANTS

It is further agreed by the CITY and the ARCHITECT as follows:

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, the ARCHITECT fails to fulfill in a timely and proper manner the obligations under the Agreement, or if the ARCHITECT violates any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the ARCHITECT of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ARCHITECT under this Agreement shall at the option of the CITY, become its property and the ARCHITECT shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.

Notwithstanding the above, the ARCHITECT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by the ARCHITECT.

- B. **CHANGES.** The CITY may, from time to time, request changes in the Scope of Work of the ARCHITECT to be performed hereunder. Such changes, including any increase or decrease in the amount of the ARCHITECT compensation, which are mutually agreed upon by and between the CITY and the ARCHITECT, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** ARCHITECT represents that he/she has or will secure at his/her expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have contractual relationship with the CITY. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- D. **ASSIGNABILITY.** Neither party shall assign, subcontract or transfer their interests, rights or obligations in this Agreement without prior written consent of the other party.
- E. **RECORDS AND AUDITS (Maintenance and Retention).** ARCHITECT and its Subconsultant(s) shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and non-Federal shares. These records shall be retained for auditing, inspection, and copying at the CITY, ADOT, FHWA or any other authorized representative of the Federal Government's request for five (5) years after expiration of this Agreement in accordance with A.R.S. §35-214 unless permission to destroy is granted in writing by the CITY. These records shall be made available at the ARCHITECT'S offices during the normal business hours, upon request, by the CITY and any other body authorized in writing by the CITY.
- F. **FINDINGS CONFIDENTIAL.** All of the reports, data, information, etc., prepared or assembled by the ARCHITECT under this Agreement are confidential and shall not be made available to any individual or organization without the prior written approval of the CITY, with the exception of any recording of survey information required by law and with

respect to information that:

becomes generally available to the public other than as a result of disclosure by the ARCHITECT or its agents or employees;

was available to the ARCHITECT on a non-confidential basis prior to its disclosure by CITY;

becomes available to the ARCHITECT from a third party who is not, to the knowledge of the ARCHITECT, bound to retain such information in confidence.

In the event the ARCHITECT is compelled by subpoena, court order, or administrative order to disclose any confidential information, the ARCHITECT shall promptly notify CITY and shall cooperate with CITY prior to disclosure so that CITY may take necessary actions to protect such confidential information from disclosure.

- G. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the ARCHITECT.
- H. **DELAYS.** ARCHITECT shall not be responsible for damages or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, delays caused by failure of CITY or CITY's agents to furnish information or to approve or disapprove work promptly or any other event beyond the control of the ARCHITECT. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
- I. **CONFLICT OR DISPUTE.** In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to mediation in accordance with the rules of the American Arbitration Association then in effect. Any disputes arising from this Agreement in any way and involving an amount of less than \$50,000 shall be settled by arbitration.
- J. **STANDARD OF CARE – PROFESSIONAL SERVICES.** Subject to limitations inherent in the agreed-upon Scope of Work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, the ARCHITECT shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent architectural/ARCHITECTing firms in effect at the time the ARCHITECT'S services are rendered. ARCHITECT does not expressly or impliedly warrant or guarantee its services.
- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS.** If the ARCHITECT'S performance of services hereunder requires the ARCHITECT to rely on information provided by other parties (excluding the ARCHITECT'S Sub consultants), the ARCHITECT shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by the CITY.
- L. **SEPARABILITY.** In the event any term or provision of this Agreement is held to be invalid and unenforceable, the validity of the other provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision that is invalid or unenforceable.
- M. **COMPLETION TIME.** The ARCHITECT shall have **180** consecutive calendar days to complete the project once a Notice to Proceed is issued by the CITY. ARCHITECT'S schedule assumes that CITY will perform all work product reviews and provide comments to the ARCHITECT within 10 working days of receiving the work product. If any review and comment period exceeds 10 working days, at the ARCHITECT'S request, the ARCHITECT'S completion time shall be extended by the same number of days.

copy

- N. **INDEMNIFICATION.** To the fullest extent permitted by law, the ARCHITECT shall defend, indemnify and hold harmless the CITY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorney fees, court costs, and the cost of appellate proceedings) to the extent arising out of, or alleged to have resulted from the ARCHITECT'S negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Agreement. ARCHITECT'S duty to defend, hold harmless and indemnify the CITY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damages, loss or expense that is attributable to bodily injury, sickness, disease or death, or injury to, impairment, or destruction of property caused by any negligent acts, errors, mistakes or omissions related to professional services in the performance of this Agreement, including any person for whose acts, errors, mistakes or omissions the ARCHITECT may be held legally responsible and liable for under the law.
- O. **INSURANCE REQUIREMENTS.** ARCHITECT retained by the CITY to provide the work or service required by this Agreement will maintain Professional Liability insurance covering the ARCHITECT'S negligent acts, errors, mistakes and omissions arising out of the work or services performed by the ARCHITECT, or any person employed by the ARCHITECT, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY prior to issuance of Notice to Proceed. The amount and type of insurance coverage as required herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- P. **COMPLIANCE WITH FEDERAL AND STATE LAWS.** ARCHITECT understands and acknowledges the applicability of the American with Disabilities Act (ADA), Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. ARCHITECT must also comply with A.R.S. §34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. §34-302, as amended, "Residence Requirements for Employees."

Under the provisions of A.R.S. §41-4401, ARCHITECT hereby warrants to the CITY that ARCHITECT and each of its Sub consultants shall comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Agreement and shall subject the ARCHITECT to penalties up to and including termination of this Agreement at the sole discretion of the CITY.

The CITY retains the legal right to inspect the papers of the ARCHITECT or any of the Sub consultant's employees who works on this Agreement to ensure that the ARCHITECT and the Subconsultant are complying with the Consultant Immigration Warranty. The CITY, at its sole discretion, may conduct random verification of the employment records of the ARCHITECT and any of the Subconsultants to ensure compliance with the Consultant Immigration Warranty. ARCHITECT agrees to assist the CITY in regard to any such inspections. ARCHITECT and its Sub consultants warrant to keep the papers and records open for random inspection during normal business hours by the CITY. ARCHITECT and its Subconsultants shall cooperate with the City's random inspections including granting the CITY entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Neither the ARCHITECT nor any of the Subconsultants shall be deemed to have

CHT

materially breached the Consultant Immigration Warranty if the ARCHITECT or Sub consultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

IV FEDERAL REQUIREMENTS

The following terms are required for federal funded projects.

Employment of Federal Highway Administration and CITY OF KINGMAN Personnel

The Contractor shall not employ any person or persons in the employ of the Federal Highway Administration or of the City of Kingman or any of its boards, agencies, or commissions, for any work required by the terms of this Contract, without prior written permission of the Federal Highway Administration or of the State.

4.01 GENERAL COMPLIANCE WITH LAWS

The Consultant shall comply with all Federal, State laws and regulations, and local ordinances, as they relate to the performance of work under this Contract.

4.02 FEDERAL DEBARMENT AND SUSPENSION

- a. By signature on this Contract, the Consultant certifies its compliance, and the compliance of its Subconsultants or subcontractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by Code of Federal Regulations 49 CFR paragraph 29.305(a).
- b. Where the Consultant or its Subconsultant is unable to certify to the statement in Section a.1. above, the Consultant or its Subconsultant shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Consultant or Subconsultant is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Consultant or its Subconsultant shall submit a written explanation to the Department. The certification or explanation shall be considered in connection with the Department's determination whether to enter into Contract.

CSK

- d. The Consultant shall provide immediate written notice to the Department if, at any time, the Consultant or its Subconsultant, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

4.03 SUBCONTRACTS

The Consultant agrees to execute a written Contract with all Subconsultants for work to be completed under this Contract. The executed Contract shall include Subconsultant's Scope of Work and all the Uniform Terms and Conditions set forth in Section 4.0 of this Contract.

The Consultant shall provide electronic copies of signed subcontract agreements with all Subconsultants to ADOT Business Engagement Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at <https://adot.dbesystem.com>. Subcontract agreements shall include all required assurances and required clauses as outlined in Section 4.0 of this Contract. Each agreement and required attachment shall be dated and signed by the Subconsultant in order for the subcontract to be considered valid.

The Consultant shall be in breach of this Contract if the Consultant materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subconsultants. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

4.04 ANTI-LOBBYING

The Consultant certifies, by signing and submitting the SOQ, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Consultant also agrees, by submitting its SOQ that it shall require that the language of

apt

this certification be included in subcontracts with all Subconsultant(s) and lower-tier Subconsultants which exceed \$100,000 and that all such Subconsultants and lower-tier Subconsultants shall certify and disclose accordingly.

- e. The Department shall keep the firm's certification on file as part of its original SOQ. The Consultant shall keep individual certifications from all Subconsultants and lower-tier Subconsultants on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.
- f. Disclosure forms for the Consultant and its Subconsultants and lower-tier Subconsultants shall be submitted to the COK Contract Specialist assigned to this Contract on the date the Statement of Qualifications are due. The Consultant and each Subconsultant and lower-tier Subconsultant shall file revised disclosure forms at the end of each calendar quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. The Disclosure forms shall be submitted by the COK Project Manager to the FHWA for further review.

4.05 RECORDS RETENTION, MAINTENANCE AND AUDIT

- a. Pursuant to A.R.S. §35-214, the Consultant and its Subconsultant(s) shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Contract and other related project(s). The Consultant shall make all such materials related to the project(s) available at any reasonable time and place during the term of the Contract and for five (5) years from the date the Initial Closeout Letter is sent to the Consultant after ADOT indicates that work on the Contract has been completed to the satisfaction of the Department (Contract Status Form). All Documents shall be retained for auditing, inspection and copying upon the Department's or at FHWA's request, or any other authorized representative of the Federal Government.
- b. Pursuant to A.R.S. §35-215, the Consultant and its Subconsultant(s) with intent to defraud, deceive, improperly influence, obstruct or impair an audit being conducted or about to be conducted in relation to any Contract or subcontract with the Department is guilty of a Class 5 Felony.
- c. In case of an audit and the Consultant has failed to retain records in accordance with the applicable Contract provision, it shall be presumed that the documents would not have supported the Consultant's position. Therefore, failure to retain such records shall result in the Consultant being required to reimburse ADOT for unsupported costs. The Consultant may also be disqualified by City of Kingman from submitting future SOQ proposals.
- d. Upon completion and final closeout of the Contract, physical/paper or electronic Contract files and any supporting materials shall be maintained in accordance with ADOT and State Record Retention Center Records Retention/Destruction Policy and Schedules.

4.06 REVIEWS AND INSPECTIONS

Representatives from the Department and FHWA are authorized to review and inspect the Contract activities and facilities during the Consultant's and its Subconsultants normal business hours.

4.07 NON DISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:
 - a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.
 - b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
 - c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.
 - d. Post in conspicuous places available to employees and applicants for employment, the following notice:

"It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation and coercion."
 - e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter DOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
 - g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
 - h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the

information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMINATION provision (Section 4.45) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or;
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and Non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.
4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4.08 AFFIRMATIVE ACTION (FOR FEDERAL-AID CONTRACTS)

The Consultant shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this Contract:

1. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
2. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
4. Where the requirement permits, establish delivery schedules which shall encourage participation by firms owned by socially and economically disadvantaged individuals.
5. Use the services and assistance of ADOT DBE Supportive Services Program, the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as needed.

4.09 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES – COMMITMENT, COMPLIANCE AND REPORTING

1. The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply

with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts. It is also ADOT's policy to:

- a. Ensure nondiscrimination in the award and administration of federally-funded contracts;
- b. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;
- e. Help remove barriers to the participation of DBEs in federally-funded contracts; and
- f. Assist in the development of firms that can compete successfully in the marketplace.
- g. It is also ADOT's policy to facilitate and encourage participation by all Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts. See section 4.49.

The Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal that uses race-neutral means to the maximum feasible extent to achieve the goal. Where race-neutral measures prove inadequate to achieve the goal, the State is required to use race-conscious measures, such as a DBE participation goal for individual contracts.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious efforts and race-neutral efforts. Race-conscious participation occurs where the Consultant uses a percentage of DBEs to meet a contract-specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

The Consultant is required to adhere to the commitment made to utilize certified Disadvantaged Business Enterprises (DBE) as indicated in the firm's Statement of Qualifications (SOQ) or subsequently agreed to by the State during negotiations. The State, at its discretion on a case by case basis, may waive the above limitations.

2. **DBE GOAL/COMMITMENT AND DOCUMENTATION:**

- a. A DBE GOAL OF **10.11%** HAS BEEN ESTABLISHED ON THIS CONTRACT. THE CONSULTANT IS ENCOURAGED TO OBTAIN DBE PARTICIPATION ABOVE AND BEYOND THE GOAL ON THIS PROJECT. DBE GOAL ATTAINMENT WILL BE REVIEWED ON A TASK ORDER BY TASK ORDER BASIS TO HELP ENSURE THAT OVERALL DBE GOAL IS MET ON THIS CONTRACT.
- b. The Consultant is required to adhere to the goal/commitment made to utilize certified DBEs as indicated in the firm's Statement of Qualifications (SOQs) or the Consultant and Subconsultant DBE Affidavits submitted with each approved Task Order, or subsequently agreed to by the State during negotiations. The State, at its discretion

and on a case-by-case basis, may waive the above limitations.

c. With each new Task Order request, the Consultant is required to submit the following documents certifying that:

1. The firm will meet or exceed the established Contract DBE goal for the Task Order by providing:

a. A DBE Consultant Intended Participation Affidavit, if the Consultant is a DBE firm. The form is available on the ECS website [http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise\(DBE\)Program](http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise(DBE)Program) and shall be submitted with the Cost Proposal.

OR

b. A *DBE Consultant Intended Participation Affidavit* and a completed *DBE Subconsultant Intended Participation Affidavit* for each DBE Subconsultant working on each Task Order. These forms are available on the ECS website [http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise\(DBE\)Program](http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise(DBE)Program) and shall be submitted with the Cost Proposal for each Task Order.

OR

c. The firm has made good faith efforts (GFEs) to meet the DBE goal for the Task Order but did not succeed in achieving the DBE goal. The Consultant shall document the good faith efforts on the *Consultant Certification of Good Faith Efforts* form. This form is available on the ECS website [http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise\(DBE\)Program](http://www.azdot.gov/business/engineering-consultants/DisadvantagedBusinessEnterprise(DBE)Program) and shall be submitted with the Cost Proposal for each Task Order in which the firm is unable to meet the Contract's DBE goal.

TASK ORDERS WILL NOT BE EXECUTED IF ONE OF THE ABOVE CONDITIONS ARE NOT MET AND/OR THE FIRM FAILS TO SUBMIT THE REQUIRED DBE PARTICIPATION FORMS FOR EACH TASK ORDER COST PROPOSAL.

2. ADOT shall make the determination whether the Consultant has made a satisfactory good faith effort to secure certified DBEs to meet the Contract goal in accordance with 49 CFR Part 26. If ADOT determines that the Consultant has not met the DBE goal or has not made an adequate good faith effort to meet the DBE goal on a given Task Order, ADOT shall terminate the Task Order negotiations with the firm. If the Consultant wishes to dispute the Good Faith Effort determination, the Consultant may escalate the decision according to the levels outlined in Section 4.09 (DISPUTE ESCALATION) of this Contract. The ADOT Business Engagement Compliance Office (BECO) will be represented at each escalation level with the goal of resolving the matter at the lowest possible level. **The decision of the BECO is final.**

3. **COMPLIANCE:**

a. This Contract is subject to DBE compliance tracking for the Consultant and its Subconsultants. Lower-tier Subconsultants and Vendors are required to provide any requested DBE Contract compliance-related data in hard copy or electronically as

act

determined by the State, including written agreements between the Consultant and Subconsultant DBEs. The Consultant shall report the amount earned by and paid to each DBE and Non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The Consultant is responsible for ensuring that the Consultant and all its Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

- b. The Consultant's achievement of the DBE goal is measured by actual payments made to the DBEs. At the completion of the project, the Consultant shall complete and submit a *Certification of Payments to DBE Firms* affidavit for each DBE firm working on the project. This affidavit shall be signed by the Consultant and the relevant DBE Subconsultant and submitted to COK and BECO.

4. **REPORTING AND SANCTIONS:**

- a. ADOT is required to collect DBE participation data on all Federal-aid projects, whether or not there is a stated DBE goal/commitment on this Contract. Therefore, the Consultant shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all lower-tier Subconsultants, for labor, equipment, and materials. If the Consultant and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PRs) submittals for the preceding month, the State shall deduct \$1,000 for each delinquent report, whether from the Consultant or any of its Subconsultants, from the progress payment for the current month, not as a penalty but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the State shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the Consultant or its Subconsultants fail to provide the required payment information.
- b. DBEs shall confirm the payments received from the Consultant through BECO's DBE Contract & Labor Compliance Management System (**DBE System**).
- c. After execution of this Contract and before the first Payment Report/Invoice is submitted to COK, the Consultant is required to log into the BECO's online DBE System (<https://adot.dbesystem.com>) and enter the name, contact information, and subcontract amounts for all Subconsultants, lower-tier Subconsultants and Direct Expense vendors performing any work on the project to help ADOT track and monitor payments to DBE and Non-DBE Subconsultants on the project and to confirm that the scope of services and commitments made via the DBE Intended Participation Affidavits are being met.
- d. All DBE and non-DBE subcontracting activities and payments shall be reported by the Consultant. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tiers subcontracting activities regardless of whether or not the DBE is under contract with another DBE.

5. At the completion of this Contract, the Consultant shall submit a *Certification of Payments to DBE Firms* affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of this Contract.

6. **DBE SUBSTITUTION OR REPLACEMENT:**

- a. The Consultant shall not terminate a DBE Subconsultant listed in the SOQ or in the Consultant or Subconsultant DBE Affidavit submitted with each approved Task Order



without the prior written approval by the State.

- b. If a Subconsultant is terminated, or fails to complete its work on this Contract for any reason, the Consultant shall make a good faith effort to find another DBE to perform at the least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the DBE commitment percentage established in this Contract.
7. The Department, at its sole discretion, may terminate the Contract at any time if the Department determines that the Consultant is not satisfactorily meeting the DBE goal/commitment stated in the Contract or is not making satisfactory good faith efforts to meet the goal.

4.10 COUNTING DBE PARTICIPATION

In counting the DBE participation, the Department shall apply the rules in 49 CFR §26.55 (**APPENDIX C**) as a supplement herein. The firm shall count only the value of the work actually performed by the DBE toward DBE goals. No credit shall be allowed for shipping, manufacturing or supply.

1. Contracts created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.
2. Count the entire amount of that portion of a Contract (or other Contract not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the Contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the Consultant or its affiliate).
3. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
5. It is presumed that the DBE is not performing a **commercially useful function** if: (a) a DBE does not perform or exercise responsibility for **at least 30 percent (30%)** of the total cost of its Contract with its own work force; or (b) the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved.

4.11 PARTICIPATION BY SMALL BUSINESS CONCERNS (SBC)

It is ADOT's policy to facilitate and encourage participation by Small Business Concerns (SBCs) in ADOT contracts. ADOT encourages Consultants to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

Consultant shall take all reasonable steps to remove obstacles to SBC participation in the

contract. ADOT encourages the Consultant to utilize SBCs. SBCs are registered in AZ UTRACS.

4.12 ENVIRONMENTAL PROTECTION

(This clause is applicable if this Contract exceeds \$100,000. It applies to Federal-aid contracts only.)

The Consultant is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

4.13 ENERGY CONSERVATION

(This clause is applicable to Federal-aid contracts only.)

The Consultant is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency, which is contained in the State Energy Conservation Plan issued by the Department in compliance with the Energy Policy Conservation Act (Public Law. 94-163).

4.14 OWNERSHIP OF DATA

- a. The Consultant agrees to maintain (in sufficient detail as shall properly reflect all work done and results achieved in the performance of this Contract) tracings, plans, specifications and maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work required in the Contract; all such information and documentation to be termed "Data" under this Contract.
- b. All Data procured hereunder for the work funded by ADOT shall become the property of ADOT and delivered to ADOT upon request, and shall not be used or released by the Consultant or any other person except with the prior written approval by the Department; provided that the Consultant shall not be required to retain any Data not requested by ADOT within five (5) years from the date of final payment (*see Initial Closeout Letter, Section 4.41.(a)*) to the Consultant hereunder; and provided further that until such delivery to ADOT, the Consultant agrees to permit ADOT and FHWA representatives to examine and review at reasonable times all Data still in the possession of the Consultant.
- c. All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this Contract are the property of the Department and shall not be used or released by the Consultant or any other person except with the prior written approval by the Department.

4.15 FRAUD AND FALSE STATEMENTS

CA

The Consultant understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Consultant represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Consultant and any company that the Consultant represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

4.16 FEDERAL IMMIGRATION AND NATIONALITY ACT

a. GENERAL

The Consultant, including all Subconsultants, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the Contract during the duration of the Contract. The Department shall retain the right to perform random audits of Consultant and Subconsultants' records or to inspect papers of any employee thereof to ensure compliance.

The Consultant shall include the provisions of this Section in all its subcontracts. In addition, the Consultant shall require that all Subconsultants comply with the provisions of this Section, monitor such Subconsultants' compliance, and assist the Department in any compliance verification regarding its Subconsultant(s).

b. COMPLIANCE REQUIREMENTS

The Department retains the legal right to inspect the papers or records of the Consultant and its Subconsultants who works on this Contract to ensure compliance with A.R.S. §41-4401, Government Procurement, E-Verify Requirements; Sanctions.

By submission of an SOQ proposal, the Consultant warrants that the Consultant and all proposed Subconsultant(s) are and shall remain in compliance with:

1. All federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the Contract; and
2. A.R.S. §23-214 (A) which states "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer."

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract, and the Consultant and its Subconsultant(s) are subject to sanctions specified in Section D below.

Failure to comply with a Department audit process to randomly verify the employment records of Consultant and Subconsultants shall be deemed a material breach of the Contract, and the Consultant and Subconsultants are subject to sanctions specified in Section D below.

c. COMPLIANCE VERIFICATION

The State may, at its sole discretion, require evidence of compliance from the Consultant and its Subconsultant(s).

Should the Department request evidence of compliance, the Consultant shall complete and return the Consultant Employment Record Verification Form and Employee Verification Worksheet provided by the Department, no later than 21 days from receipt of the request for such information.

Listing of the compliance verification procedure specified above does not preclude the Department from utilizing other means to determine compliance.

The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Consultant and its Subconsultant(s) is/are complying with the warranty specified in this Section.

d. **SANCTIONS FOR NONCOMPLIANCE**

For purposes of this paragraph, noncompliance refers to either the Consultants or its Subconsultants' failure to follow the immigration laws or to the Consultant's failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of Contract. At a minimum, the Department shall reduce the Consultant's compensation by \$10,000 for the initial instance of noncompliance by the Consultant or its Subconsultant(s). If the same Consultant or its Subconsultant(s) is in noncompliance within two (2) years from the initial noncompliance, the Consultant's compensation shall be reduced by a minimum of \$10,000 for each instance of noncompliance. The third instance by the same Consultant or its Subconsultant(s) within a two (2) year period may result in addition to the minimum \$50,000 reduction in compensation, in removal of the offending Consultant or its Subconsultant(s), suspension of work in whole or in part or, in the case of a third violation by the Consultant, termination of the Contract for default. Instances of noncompliance are counted on a firm-wide basis, not on a contract-by-contract basis.

In addition, the Department may declare the Consultant or its Subconsultant(s) who is in noncompliance three times within a two (2) year period ineligible to perform on any Department Contract for up to one (1) year. For purposes of considering a declaration of ineligibility: (1) noncompliance by a Subconsultant does not count as a violation by the Consultant; and (2) the Department shall count instances of noncompliance on other Department Contracts.

The sanctions described herein are the minimum sanctions. In case of major violations, the Department reserves the right to impose any sanctions including and up to termination and debarment, regardless of the number of instances of non-compliance.

Any delay resulting from compliance verification or a sanction under this subsection is a non-excusable delay. The Consultant is not entitled to any compensation or extension of time for any delays or additional costs resulting from compliance verification or a sanction under this Section.

An example of the minimum sanctions under this subsection is presented in the table below:

Offense by:			Minimum Reduction in Compensation
Consultant	Subconsultant A	Subconsultant B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000*

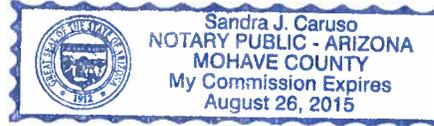
* May, in addition, result in removal and debarment of the Subconsultant.

IN WITNESS WHEREOF, we have set our hands and seal the day, month and year first above written.

ARCHITECT

GREG FRITZ PRINCIPAL ARCHITECT
SEABURY FRITZ ARCHITECTS, INC

State of Arizona)
County of Mohave) ss



Subscribed and Sworn to

Before me this 10 day of March, 2015.

Sandra J. Caruso

My Commission Expires: Aug. 26, 2015 Notary Public

CITY OF KINGMAN, ARIZONA

RICHARD ANDERSON, MAYOR

Attest:

SYDNEY MUHLE, CITY CLERK

clerk

CITY OF KINGMAN

City project # ENG12-026

Professional Architectural Services

EXHIBIT A

Scope of Work

EXHIBIT A . Scope of Work

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

CITY OF KINGMAN
City project # ENG12-026
Professional Architectural Services

PN 1471

DATE 3.5.15

SCOPE OF WORK

	DISCIPLINE						ITEM
	A	ADA	S	M	P	E	
0.00							FLOOR PLAN
1.00	H						MAIN HALLWAY
2.00	X	X					ADD Directional signage
3.00	X						ADD Elevator wall signage "KINGMAN"
4.00	X						ADD Wall display, beyond elevator
5.00	X						ELIMINATE Steel gates & railings to the extent feasible
6.00	X						REMODEL Paint remaining railing to blend
7.00	X	X	X				ADD Screen wall at stairway
8.00	X						ADD Scenic wall photographs, and west wall, foam core, framed to match existing, minimize disruption to existing concrete walls
9.00							
10.00	H						VISITOR CENTER
11.00	X	X				X	REMODEL Relocate and improve Information Desk
12.00	X	X		X		X	REMODEL Convert rooms behind Info Desk - Staff Work Room, Office, Storage
13.00	X						ADD Entry photographs, foam core, framed to match existing, minimize disruption to existing concrete walls
14.00	X	X					REMODEL Westerly hallway between Main Hallway & Back Meeting Room exit into Visitors Center - review existing, incorporate hallway space into new Staff Work Room, Office, Storage
15.00	X						ADD Local area merchant displays
16.00	X						ADD Two sided literature display
17.00	X						ADD Wall display, local restaurants & lodging
18.00	X	X				X	ADD Café and vending area, seating for 9, existing office demolished, relocate existing overhead train track
19.00	X						ADD Incorporate merchandise layout near information desk
20.00	X			X			REMODEL Relocate existing Office ductwork northerly to Visitors Center entry
21.00	X		X	X			ADD Add evaporative cooling ductwork from existing cooler at south wall, extend ductwork into Visitors Center, provide winterization damper at exterior
22.00	X					X	REMODEL Lower existing lighting in Visitors Center to the extent feasible
23.00	X					X	ADD Add lighting at lower elevation, approximately 10', in Visitors Center
24.00	X						ADD Roadway map with brochure display, Route 66, Northern Arizona, Southern Arizona, locate near entry
25.00	X						ADD Add tackable surface, locate near entry
26.00							
27.00	H						VISITORS CENTER ENTRY
28.00	X	X	X				ADD Storefront demising Visitor Center and Entry, sliding doors
29.00	X						REMODEL Enlarge Gift Shop windows
30.00							
31.00	H						SECOND FLOOR
32.00	X		X			X	ADD Entrance counter, overhead canopy, and back wall graphic
33.00							

EXHIBIT A . Scope of Work

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

CITY OF KINGMAN
 City project # ENG12-026
 Professional Architectural Services

PN 1471

DATE 3.5.15

SCOPE OF WORK

	DISCIPLINE					ITEM
	A	ADA	S	M	P	
34.00	H					
35.00	X					BUILDING EXTERIOR & GROUNDS
						REMODEL Paint trim
36.00						DELETE FROM SCOPE Single arched shade structure at southerly parking lot area affronting railroad, with water mist
37.00	X	X				ADD Seating and trash containers
39.00						
39.00	H					GRAPHIC . COLOR . FINISH
40.00	X					The graphics, color, and finish specifications based on the Thayer recommendations.
41.00	X					Powerhouse Visitor Center Logo Design
42.00	X					Crossroads Café Logo Design
43.00	X					Fabric Banner Concepts
44.00	X					Directional Signage
45.00	X					Color Palette
46.00						
47.00	H					SOO
48.00	X		X		X	ADD Solar powered Information kiosk
49.00						
50.00						

DISCIPLINE

- A ARCHITECTURAL
- ADA AMERICANS WITH DISCIBILITIES ACT
- S STRUCTURAL
- M MECHANICAL
- P PLUMBING
- E ELECTRICAL

CFB



*Structural
Grace, Inc*

March 5, 2015

Mr. Greg Fritz
Seabury Fritz Architects, Inc.
5902 Highway 95, Suite 106
Fort Mohave, AZ 86426

Re: Kingman Powerhouse Project

Dear Greg,

This letter presents our proposed scope and fee estimate to perform the design review of the structural items outlined in your proposal request (attached) and described below:

1. Indoor non load bearing screen wall at stairway – review only of approximately 15ft x 12ft, metal or wood framing, attached to floor and stairway
2. Ductwork hanging system – review only of hanging system
3. Indoor visitor center storefront – review only of steel wall frame for doorway into Visitor Center
4. Indoor overhead canopy – review only of framing and connections
5. Outdoor information kiosk shaft foundation design

In addition, a maximum of one project meeting in Kingman, four telephonic meetings and limited post-design services (a maximum of 2 RFI's) are included in our fee estimate.

Assumptions:

1. The structures will be designed per the International Building Code, 2012 Edition.
2. The information below will be provided to Structural Grace in a timely manner.
3. The existing concrete flooring, walls and staircases are suitable for attachments and anchoring systems.
4. The new ductwork can be supported from the overhead roof trusses or other structural roof members.
5. Only two project submittals in pdf format will be required.
6. Only one on-site meeting and four telephonic meetings are required.
7. Structural Grace will not be providing any sealed plan sheets, special provisions or quantities.

Information Supplied to Structural Grace, Inc.:

The following items will be supplied by others to Structural Grace, Inc. and is needed to perform the tasks identified in our derivation:

1. Horizontal and vertical geometry for kiosk.
2. Plans sheets, details and loading for review of indoor canopy, screen walls, ductwork hanging system and storefront wall.

808 N. First Street
Phoenix, Arizona 85004
(602) 437-2551
Fax (602) 437-7244
www.structuralgrace.com

1430 E. Ft. Lowell Rd, Suite 200
Tucson, Arizona 85719
(520) 320-0156
Fax (520) 320-0157

Unique Approach - Unique Solution

Scope and Fee Proposal
Kingman Powerhouse Project
March 5, 2015

3. Existing building structure as-builts and materials, including the stairways, concrete floors, existing roof trusses and other roof/ceiling members.
4. Geotechnical report and recommendations.
5. Duct size and loading for hangers.

Deliverables:

The following deliverables will be prepared by Structural Grace:

1. Sealed calculation package for structural items 2-5 as listed above (we will not be providing calculations for item 1).

Meetings:

There will be a maximum of one Project Meeting in Kingman, Arizona and four telephonic Project Meetings.

Proposed Fee:

We propose to perform the above work for a lump sum fee of \$8,688.28. Of the total fee, \$1524.24 is included for one project meeting located in Kingman, Arizona and \$673.12 is included to address 2 RFIs during post-design. This quote is valid for 6 months from date of proposal.

Thank you for the opportunity to work with you and your project team. Please feel free to contact me if you need any additional information.

Sincerely,
Structural Grace, Inc.



Nathan J. Palmer, PE
Project Manager

PROPOSAL

Date: March 4, 2015

Client/Firm: Seabury Fritz Architects, Inc.
Attention: Greg Fritz
RE: Power House updates – Kingman, AZ

Dear Greg,

I was pleased to receive your phone call with the opportunity to provide you with a proposal for one of your projects.

The proposal is as follows:

Pioneer Design & Engineering, PLLC (PDE) agrees to perform the following professional services on the above referenced project. Provide complete mechanical load calculations and new duct work layout to reflect the load calculations these load will be based on existing building envelope.

- Provide new mechanical for converting rooms behind Info Desk – Staff Work Room, Office, Storage
- Add evaporative cooling ductwork from existing cooler at south wall, extend ductwork into Visitors Center, provide winterization damper at exterior
- Relocate existing Office ductwork northerly to Visitors Center entry.

HVAC:

HVAC design shall include complete permit ready plans and specifications for heating, cooling, ventilation exhaust and controls required for a complete and operational system. Complete heat loss calculations shall be performed to size heating and cooling units (or verify unit will meet the demand) unless other sizing criteria are provided by the owner/architect in writing. The system will include interior and exterior zoned independently. At the initial project kick-off, the following information will be coordinated with the architect/owner:

1. Cooling and heating system type(s).
2. Cooling and heating efficiencies required.
3. Air distribution style desired.
4. Exhaust system type(s) and requirements.
5. Ventilation requirements based on occupancies.
6. Control/EMS system requirements.
7. Special reports or energy compliance documentation required.

CONSTRUCTION ADMINISTRATION:

- Construction administration shall include submittal review, RFI response, and bidder/contractor questions, and bid assistance. These items are included in the fixed fee proposal.
- Additional site visits, including the punch list site visit, are considered an additional service. The client must approve the written Additional Service Agreement (ASA) before the visit can be completed.

PRE-EXISTING CONDITIONS

Pioneer Design & Engineering, PLLC shall not be responsible for any additional costs incurred by the owner of this project as a result of the following:

1. Serviceability/adequacy of existing water and sewer systems.
2. Pre-existing code and/or health and/or environmental safety violations.
3. Depending on the severity of the existing conditions, PDE may require an Additional Service Agreement (ASA) to complete the requested design.

FEE BASIS

Client agrees to compensate Pioneer Design & Engineering, PLLC For such services as follows: This contract shall be a FIXED FEE contract, with the total cost for such services to be a fee of:

	FIXED FEE
Site verification visit:	\$800.00
Mechanical & Plumbing Construction Documents:	\$1,300.00
TOTAL:	\$2,100.00
Site Visits/field observations if required (per visit, per discipline):	\$800.00

TERMS AND CONDITIONS

1. The above fee is based upon receiving a signed agreement, which will serve as a notice to proceed. PDE must receive a signed agreement before it will commence work on the above mentioned project.
2. Client is responsible for all delivery charges to get coordination prints/plots and submittals to PDE during design/bid/construction phases of this contract.
3. Payment schedule shall be as follows:
 - a. Client will be invoiced on the completion of project.
4. PDE cannot be held responsible for any contractor change orders, based on our design, if the contractor(s) was utilizing our engineering drawings before the finale permitted drawings were released.
5. PDE can only be held responsible for negligible damages up to the total amount of the engineering fees agreed upon in this contract. If the Engineer inadvertently omits any required item or component of the project from his construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project
6. The following hourly rates are to be used to compute additional services and/or hourly fees for services rendered:

Principal	@\$125.00/hr
Registered Engineers	@\$120.00/hr
Drafter	@\$65.00/hr

General Conditions of the Agreement

Standard Care

In performing its professional services hereunder, Engineer will use that level of care and skill

Initials _____ *ckf*

ordinarily exercised, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.

Risk Allocation

The total liability, in the aggregate, of the Engineer and Engineer's officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of the Engineer's services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Engineer or Engineer's officers, directors, employees, agents and consultants, and any of them, shall not exceed the total compensation received by the Engineer under this Agreement or the total amount of \$50,000, whichever is greater.

In the event the Client is unwilling or unable to limit the Engineer's liability in accordance with the provisions set forth in these General Conditions, then the Client agrees to pay the Engineer a sum equivalent to and additional amount of 5% of the total fee to be charged for the Engineer's services, which sum shall be a "Waiver of Limitation of Liability Charge". This charge is not a charge for insurance of any type, but will be increased consideration for greater risk.

Reuse of Documents

All documents including drawings and specifications prepared by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or on any other project. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer; and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation shall entitle Engineer to further compensation at rates to be agreed upon Client and Engineer.

Confidentiality

The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend himself or herself from any suit or claim.

Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the Engineer. If payment is to be on a Lump Sum basis, monthly invoices shall be based on the

Initials _____

abt

portion of the total services completed during the month as determined by the Engineer. If payment is to be on a Standard Hourly Rate basis, or a Multiplier of direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client does not accept new Standard Hourly Rate schedules adopted by the Engineer on an annual basis, the Engineer may terminate the Agreement and/or cease performing services under the Agreement until paid in full.

Invoices, or any part thereof, which are not paid within thirty (30) days after the date of their issue shall be assessed a service charge at the prime rate plus 1 ½% per month. Client shall pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Engineer in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by the Engineer.

Pioneer Design & Engineering, PLLC shall, at its option, stop all work under this agreement if payment is not received within thirty (30) days of the date on which it is due. Pioneer Design & Engineering, PLLC shall notify the client in writing five (5) days prior to stopping work.

Subcontracting

Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.

Termination

This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, the Engineer shall be compensated by Client for all services and expenses rendered to the date of termination plus reasonable termination costs to organize Engineer's files and any reasonable expenses incurred by Engineer to coordinate efforts with another party.

Construction Responsibility

Neither the professional activities of the Engineer, nor the presence of the Design Professional Engineer or his or her employees and sub consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made Additional Insured's under the General Contractor's General Liability insurance policy.

The Engineer shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall the Engineer be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

Probable Costs

Since the Engineer has no control over the cost of labor, materials, or equipment, or over a

Initials _____

Chief

Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Engineer's own experience and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinions of probable cost prepared by Engineer.

Attorney's Fees

In the event of litigation based upon, or arising out of, this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of the Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under the Agreement. This Agreement shall be bound by the governing laws of the State of Arizona. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in Maricopa County, Arizona.

Compliance with Codes and Standards

In the performance of all services to be provided hereunder, Engineer and Client agree to put forth reasonable professional efforts to interpret and comply with codes, regulations and laws in effect as of this Agreement date.

Hazardous Materials

Any hazardous or toxic substances encountered by or associated with services provided by the Engineer for the Project shall at no time be or become the property of the Engineer. Arrangements for handling the hazardous or toxic substances, which are made by Engineer, shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Engineer from and against any and all liability which arises out of the hazardous or toxic substance handling.

Project Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, fires, riots, war or other emergencies or acts of God, failure of any government agency to act in timely manner, failure of performances by the Client or the Client's Contractors or Consultants, or discover of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment of schedule and/or compensation.

Assignment

Initials _____

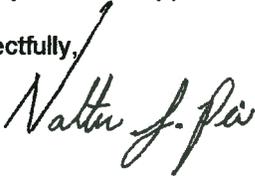
ada

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party.

If this proposal meets with your approval, please sign and return one copy of this proposal for our records. Pioneer Design & Engineering, PLLC will only proceed with the above project once we have received a written authorization with our proposal attached or a signed copy of this proposal.

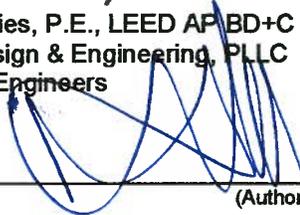
Thank you for this opportunity to provide you with this proposal. We look forward to working with your firm.

Respectfully,



Nathan J. Pies, P.E., LEED AP BD+C
Pioneer Design & Engineering, PLLC
Consulting Engineers

Approved: _____



(Authorized Signature)

Date: 3.9.15

Initials _____





Project Proposal

Prepared for: Greg Fritz - Seabury Fritz Architects

Prepared by: Steve Sanders, Principal Engineer

Kingman Powerhouse Renovation Project

Wednesday, February 25, 2015

Proposal number: 14-049_REV1

Omicron Engineering, PLC

2875 W. Ray Rd., Ste. 6-356 Chandler, AZ 85224

T (480) 634-6877 F 480 393-7130

omicron.mail@omicron-engineering.com

www.omicron-engineering.com

CSA



Omicron Engineering, PLC

General Scope:

Renovate an existing 26,000 sq. ft. visitor center and retail space.

Objective:

Provide electrical design/construction documents in accordance with the project description "1471 Project-Description.pdf" published by Seabird Fritz Architects. Deliverables will be provided per ADOT Agreement (30/60/95/100%)

Deliverable:

Electrical Scope:

Power Plans - Electrical Power floor plan, general power, Electrical One-Line. Panel Schedules. Electrical Details. Load Summary

Lighting Plans - Interior lighting floor plan, lighting schedules.

Site Power Plans - Exterior Electrical Power plan for site or exterior located power. Solar Power for Kiosk

~~Site Lighting Plans - Exterior Lighting plan for site or exterior located features.~~

Electronic copies of the final documents and specifications shall be provided. Full size copies shall contain original stamp/signature for review and bidding purposes. Electronic documents in .pdf or "AutoCAD" format shall be provided. As all documents shall be created using 3-D BIM models and parametric data, an electronic copy of the final model shall be made available for an additional fee.

Pricing & Schedule:

Proposal price shall be a "Lump Sum" price to include all deliverables listed above.

Deliverable Package	Total cost
Electrical Scope	\$ See Schedule of Values

Project completion and deliverables will be based on mutually agreed upon schedule.



Omicron Engineering, PLC

Assumptions:

All utilities are available on site and new utility services (electrical power, natural gas, city water, etc...) will not be required.

Client will provide end-user data on existing equipment - equipment type, size, usage, performance data, etc.

The end-user will provide access to existing 'as-built' documentation on the existing building and facility. Where existing documentation does not exist, the end-user will provide access for field evaluations and documentation of all unknown facility information.

"Solar Power" is limited to the "Kiosk" only. Full ADOT required Solar/PV input will not be provided.

Power will be limited to office equipment and other general power requirements. Power for kitchen equipment, commercial restaurant equipment or large process equipment is not required or included.

Services for other disciplines (Mechanical, Plumbing, Structural, etc..) are not required or included.

Interior Lighting photometrics or "renderings" are not required.

~~Exterior lighting will be for new features (canopies, structures, etc..) only.~~ Site parking lot lighting is not required. Site photometrics are not required.

The project will not require LEED, EnergyStar or any other 3rd Party Certification for design standards and construction.

Final documents will be provided for public bid.

Exclusions & Exceptions:

The following exceptions and exclusions include -

- Permits/Permit Fees
- Bidding Services
- Taxes
- Commissioning Services
- Construction Administration
- Special Electrical/Structural/Mechanical inspections/reports
- Budgets or Formal budget reports
- Formal Meetings

General Terms & Conditions:

This proposal is valid for 90 (ninety) days only. If additional time is required for review or approval, please contact Omicron Engineering for a confirmation of pricing, schedule and scope.

Unless otherwise agreed upon - payment terms shall be 30 Days Net. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days

cabk



Omicron Engineering, PLC

after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

Reimbursable -

Reimbursable expenses are in addition to the expenses and deliverables noted above and will include delivery and printing. Reimbursable expenses will be invoiced at cost. Additional copies of the deliverable documents are available for an additional charge.

Insurance -

Omicron Engineering carries General Liability, Professional Liability and Automotive Liability Insurance. Additional insurance requirements for the proposed contact are an additional fee that will be invoiced at cost.

"Additionally Insured" Listing - \$150.00

"Waiver of Subrogation" - \$150.00

If this contract meets with your approval, please sign, date and fax back to our office for authorization to proceed (480-634-6877).

akf

CITY OF KINGMAN

City project # ENG12-026

Professional Architectural Services

EXHIBIT B

Cost Proposal and Fee Schedule

EXHIBIT B . Cost Proposal & Fee Schedule

CITY OF KINGMAN
City project # ENG12-026
Professional Architectural Services

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

PN 1471

DATE 3.5.15

FEE ALLOCATION

Fee Summary	Pre Design	Schematic Design	Design Development	Construction Documents	Bidding Negotiation	Construction Admin
Base Architectural Fee	12% \$ 2,447.16	27% \$ 5,465.75	14% \$ 2,802.77	46% \$ 9,220.73		
Subconsultant Fees	18% \$ 4,762.57	16% \$ 4,302.33	25% \$ 6,555.98	39% \$ 10,439.23	3% \$ 716.56	5% \$ 1,433.12
Subconsultant Markup						
Architect BN					100% \$ 558.18	
Architect CA						100% \$ 2,182.50
Consultant BN & CA (Included in base fee)						
Architectural Liability Compensation						
	\$ 49,405.05	\$ 7,209.73	\$ 9,768.08	\$ 9,358.75	\$ 19,659.96	\$ 3,615.62
Travel	\$ 2,145.76					
Reproduction Expenses	\$ 900.00					
Shipping & Mail Expenses	\$ 113.72					
	\$ 52,564.53					

Sub Consultant Fees	Pre Design	Schematic Design	Design Development	Construction Documents	Bidding Negotiation	Construction Admin
Survey	0% \$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ -
Civil Engineering	0% \$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ -
Structural Engineering	9.5% \$ 825.39	10.0% \$ 868.83	30.0% \$ 2,606.48	45.0% \$ 3,909.73	3.9% \$ 336.56	7.7% \$ 673.12
Structural Drafting	0% \$ -	10% \$ 306.00	20% \$ 612.00	70% \$ 2,142.00	0% \$ -	0% \$ -
Mechanical Plumbing	0% \$ -	10% \$ 210.00	20% \$ 420.00	70% \$ 1,470.00	0% \$ -	0% \$ -
Electrical	30.8% \$ 3,937.18	22.8% \$ 2,917.50	22.8% \$ 2,917.50	22.8% \$ 2,917.50	3.0% \$ 380.00	5.9% \$ 760.00
	\$ 26,627.96	\$ 4,762.57	\$ 4,302.33	\$ 6,555.98	\$ 10,439.23	\$ 1,433.12

Hourly & Travel Rates	SR PR Architect & SR PR Engineer							Travel Time per Trip			
	Project Principal	Project Manager	Senior Engineer	Senior Designer	CADD	Admin	Trip Hours	Mileage Rate	Mileage	Travel Rate	
Architectural	\$ 176.61	\$ 134.11	\$ 129.00	\$ 105.00	\$ 85.00	\$ 56.86	4	\$ 536.44	90	\$ 536.44	
Survey											
Civil Engineering											
Structural Engineering		\$ 168.28	\$ 180.12	\$ 161.28	\$ 105.01		8	\$ 1,346.24	372	\$ 1,539.68	
Structural Drafting											
Mechanical Plumbing		\$ 125.00		\$ 100.00		\$ 50.00	8.4	\$ 800.00		\$ 800.00	
Electrical	\$ 95.00			\$ 85.00	\$ 65.00	\$ 25.00	12	\$ 780.00		\$ 780.00	

Architectural Staffing Fee Summary			Phase			Labor Class		
Scope of Work	Fee	Hours	Phase	Fee	Hours	Labor Class	Fee	Hours
MAIN HALLWAY	\$ 1,147.50	10.00	Pre Design	\$ 2,447.16	19.00	Project Principal	\$ 1,589.49	9.00
VISITOR CENTER	\$ 14,131.39	121.75	Schematic Design	\$ 5,465.75	46.50	Project Manager	\$ 2,279.87	17.00
VISITORS CENTER / ENTRY	\$ 4,677.25	40.50	Design Development	\$ 2,802.77	24.50	SR PR Architect & SR PR Engineer	\$ 11,610.00	90.00
SECOND FLOOR	\$ 1,147.50	10.00	Construction Documents	\$ 9,220.73	85.50	Senior Engineer	\$ -	-
BUILDING EXTERIOR & GROUNDS	\$ 525.96	4.75	Bidding Negotiation	\$ 658.18	5.00	Senior Designer	\$ 4,567.50	43.50
KIOSK	\$ 1,147.50	10.00	Construction Admin	\$ 2,182.50	16.50	CADD	\$ 1,806.25	21.25
NA	\$ -	-				Admin	\$ 923.98	16.25
	\$ 22,777.09	197.00		\$ 22,777.09	197.00		\$ 22,777.09	197.00

CF

EXHIBIT B . Cost Proposal & Fee Schedule

CITY OF KINGMAN
City project # ENG12-026
Professional Architectural Services

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

PI# 1471

DATE 3.5.15

Principal	Quality, delivery
Project Manager	Leadership, oversight
Senior Architect	Plan, direct, coordinate, estimating, prepare detailed dwgs, research
Senior Designer	Technical design
CADD	Routine drafting
Administration	Administrative duties
PreDesign	Procure Aerial map or photo, Prepare site plan with Aerial map, Obtain owner data, Permitting requirements, Field measuring, As-built drawings (floor plan and elevations)
Schematic Design	Product & materials research, Demolition plan, Site Plan, Floor Plan, Exterior Elevations, Establish and review budget, Review meetings
Design Development	On site review of existing, HVAC & electrical concept coordination, Coordinate electrical high demand,, Review schematic design, coordinate & obtain equipment cut sheets, Value engineering review & consultation, Verify permitting requirements, Coordination with utilities, Site review, Drawing update - incorporating value engineering - demolition plan, site plan, floor plan, exterior elevations, Structural system review & evaluation of the existing system, coordination of demolition planning, Consult & confirm structural, mechanical, plumbing, electrical building systems, Develop sections, reflected ceiling plan, Refine background plans for engineering design, Budget review, Final design review meeting, Outdoor Shade & Kiosk - layout & elevation, Interior layout coordination & incorporation into floor plan design, Exterior façade coordination and elevation update
Construction Documents	Review and coordinate drawings / code compliance, Review any variation / changes & coordinate possible impact on the project design and documentation, Finalize site design, site detailing documentation for construction, Development of building documentation for construction, coordination of engineering design requirements, structural, mechanical, plumbing, & electrical engineering design documentation for construction, specifications for material selections, Coordinate owner supplied items Budget review, Construction drawings review meeting, Plan submittal and approval with the City of Kingman, Outdoor Shade & Kiosk construction drawings, Interior improvements construction drawings
Bidding & Negotiation	SFA – Limit to addressing clarifications and Requests for Information only - not to exceed scheduled hours ADOT - Reproduction Procurement, Proposal Documents Distribution, Proposal Conference, Substitutions, Addenda, Proposal Review & Summary, all other necessary tasks
Construction Administration	SFA – Limit to addressing clarifications and Requests for Information only - not to exceed scheduled hours CITY & ADOT - Site Visits, Travel, Field Reports, Certificate of Payments, Submittal, RFI & Construction Clarifications, Change Orders, Substantial Completion, Final Completion, all other necessary tasks

SEABURY FRITZ ARCHITECTS

EXHIBIT B . Cost Proposal & Fee Schedule

CITY OF KINGMAN
 City project # ENG12-026
 Professional Architectural Services

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

PN 1471

DATE 3.5.15

Architectural Staffing Allocation	Time Allocation	MAIN HALLWAY			VISITOR CENTER			VISITORS CENTER / ENTRY			SECOND FLOOR		
		Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours
Pre Design													
Project Principal	20%	\$ 44.15	\$ 176.61	0.25	\$ 309.07	\$ 176.61	1.75	\$ 88.31	\$ 176.61	0.50	\$ 44.15	\$ 176.61	0.25
Project Manager	15%	\$ 33.53	\$ 134.11	0.25	\$ 234.69	\$ 134.11	1.75	\$ 67.06	\$ 134.11	0.50	\$ 33.53	\$ 134.11	0.25
SR PR Architect & SR PR Engineer	35%	\$ 32.25	\$ 129.00	0.25	\$ 516.00	\$ 129.00	4.00	\$ 161.25	\$ 129.00	1.25	\$ 32.25	\$ 129.00	0.25
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	30%	\$ 26.25	\$ 105.00	0.25	\$ 446.25	\$ 105.00	4.25	\$ 157.50	\$ 105.00	1.50	\$ 26.25	\$ 105.00	0.25
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	0%	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-
Schematic Design													
Project Principal	5%	\$ 176.61	\$ 176.61	-	\$ 176.61	\$ 176.61	1.00	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	0.25	\$ 335.28	\$ 134.11	2.50	\$ 100.58	\$ 134.11	0.75	\$ 33.53	\$ 134.11	0.25
SR PR Architect & SR PR Engineer	60%	\$ 161.25	\$ 129.00	1.25	\$ 2,064.00	\$ 129.00	16.00	\$ 677.25	\$ 129.00	5.25	\$ 161.25	\$ 129.00	1.25
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	20%	\$ 52.50	\$ 105.00	0.50	\$ 682.50	\$ 105.00	6.50	\$ 236.25	\$ 105.00	2.25	\$ 52.50	\$ 105.00	0.50
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	5%	\$ 14.22	\$ 56.86	0.25	\$ 170.58	\$ 56.86	3.00	\$ 56.86	\$ 56.86	1.00	\$ 14.22	\$ 56.86	0.25
Design Development													
Project Principal	5%	\$ 176.61	\$ 176.61	-	\$ 88.31	\$ 176.61	0.50	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	-	\$ 167.64	\$ 134.11	1.25	\$ 67.06	\$ 134.11	0.50	\$ 33.53	\$ 134.11	-
SR PR Architect & SR PR Engineer	60%	\$ 64.50	\$ 129.00	0.50	\$ 870.75	\$ 129.00	6.75	\$ 290.25	\$ 129.00	2.25	\$ 64.50	\$ 129.00	0.50
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	30%	\$ 52.50	\$ 105.00	0.50	\$ 525.00	\$ 105.00	5.00	\$ 183.75	\$ 105.00	1.75	\$ 52.50	\$ 105.00	0.50
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	5%	\$ 14.22	\$ 56.86	0.25	\$ 85.29	\$ 56.86	1.50	\$ 28.49	\$ 56.86	0.50	\$ 14.22	\$ 56.86	0.25
Construction Documents													
Project Principal	5%	\$ 44.15	\$ 176.61	0.25	\$ 264.92	\$ 176.61	1.50	\$ 88.31	\$ 176.61	0.50	\$ 44.15	\$ 176.61	0.25
Project Manager	10%	\$ 33.53	\$ 134.11	0.25	\$ 569.97	\$ 134.11	4.25	\$ 201.17	\$ 134.11	1.50	\$ 33.53	\$ 134.11	0.25
SR PR Architect & SR PR Engineer	40%	\$ 193.50	\$ 129.00	1.50	\$ 2,257.50	\$ 129.00	17.50	\$ 741.75	\$ 129.00	5.75	\$ 193.50	\$ 129.00	1.50
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	20%	\$ 105.00	\$ 105.00	1.00	\$ 1,128.75	\$ 105.00	10.75	\$ 367.50	\$ 105.00	3.50	\$ 105.00	\$ 105.00	1.00
CADD	20%	\$ 85.00	\$ 85.00	1.00	\$ 1,128.25	\$ 85.00	13.25	\$ 382.50	\$ 85.00	4.50	\$ 85.00	\$ 85.00	1.00
Admin	5%	\$ 28.49	\$ 56.86	0.50	\$ 284.90	\$ 56.86	5.00	\$ 99.51	\$ 56.86	1.75	\$ 28.49	\$ 56.86	0.50
Bidding Negotiation													
Project Principal	10%	\$ 176.61	\$ 176.61	-	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	-	\$ 33.53	\$ 134.11	0.25	\$ 134.11	\$ 134.11	-	\$ 134.11	\$ 134.11	-
SR PR Architect & SR PR Engineer	80%	\$ 32.25	\$ 129.00	0.25	\$ 354.75	\$ 129.00	2.75	\$ 129.00	\$ 129.00	1.00	\$ 32.25	\$ 129.00	0.25
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	0%	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	0%	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-
Construction Admin													
Project Principal	10%	\$ 176.61	\$ 176.61	-	\$ 132.46	\$ 176.61	0.75	\$ 44.15	\$ 176.61	0.25	\$ 176.61	\$ 176.61	-
Project Manager	10%	\$ 33.53	\$ 134.11	-	\$ 134.11	\$ 134.11	1.00	\$ 33.53	\$ 134.11	0.25	\$ 33.53	\$ 134.11	-
SR PR Architect & SR PR Engineer	80%	\$ 96.75	\$ 129.00	0.75	\$ 1,128.75	\$ 129.00	8.75	\$ 387.00	\$ 129.00	3.00	\$ 96.75	\$ 129.00	0.75
Senior Engineer	0%	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-
Senior Designer	0%	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	\$ 105.00	-
CADD	0%	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	\$ 85.00	-
Admin	0%	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	\$ 56.86	-
		\$ 1,147.50		10.00	\$ 14,131.36		121.75	\$ 4,677.25		40.50	\$ 1,147.50		10.00

SEABURY FRITZ ARCHITECTS

EXHIBIT B . Cost Proposal & Fee Schedule

CITY OF KINGMAN
City project # ENG12-026
Professional Architectural Services

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

PN 1471

DATE 3.5.15

Other Direct Expenses	(Included in subconsultant base fee)											
	Architectural			Survey			Civil Engineering			Structural Engineering		
	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity
Pre Design												
Travel	\$ 536.44	\$ 536.44	1		\$ -			\$ -			\$ 2,886	
Reproduction Expenses		\$ 25.00			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ 56.86			\$ -			\$ -			\$ 105	
Schematic Design												
Travel	\$ 536.44	\$ 536.44	1		\$ -			\$ -			\$ 2,886	
Reproduction Expenses		\$ 25.00			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ 56.86			\$ -			\$ -			\$ 105	
Design Development												
Travel	\$ 536.44	\$ 536.44	1		\$ -			\$ -			\$ 2,886	
Reproduction Expenses		\$ 75.00			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ 56.86			\$ -			\$ -			\$ 105	
Construction Documents												
Travel	\$ 536.44	\$ 536.44	1		\$ -			\$ -			\$ 2,886	
Reproduction Expenses	\$ 900.00	\$ 150.00	6		\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses	\$ 113.72	\$ 56.86	2		\$ -			\$ -			\$ 105	
Bidding Negotiation												
Travel		\$ 536.44			\$ -			\$ -			\$ 2,886	
Reproduction Expenses		\$ 150.00			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ 56.86			\$ -			\$ -			\$ 105	
Construction Admin												
Travel		\$ 536.44			\$ -			\$ -			\$ 2,886	
Reproduction Expenses		\$ 25.00			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ 56.86			\$ -			\$ -			\$ 105	
	\$ 3,159		12.00	\$ -			\$ -			\$ -		

Other Direct Expenses Summary	Travel	Repro	Shipping
Architectural	\$ 2,145.76	\$ 900.00	\$ 113.72
Survey	\$ -	\$ -	\$ -
Civil Engineering	\$ -	\$ -	\$ -
Structural Engineering	\$ -	\$ -	\$ -
Structural Drafting	\$ -	\$ -	\$ -
Mechanical/Plumbing	\$ -	\$ -	\$ -
Electrical	\$ -	\$ -	\$ -
	\$ 2,145.76	\$ 900.00	\$ 113.72

SEABURY FRITZ ARCHITECTS

EXHIBIT B . Cost Proposal & Fee Schedule

CITY OF KINGMAN
City project # ENG12-026
Professional Architectural Services

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

PN 1471

DATE 3.5.15

Architectural Staffing Allocation													
BUILDING EXTERIOR & GROUNDS													
MOSK													
NA													
NA													
	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	Fee	Rate	Hours	
Pre Design													
Project Principal	20%	\$ 176.61	-	\$ 44.15	\$ 176.61	0.25	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	
Project Manager	15%	\$ 134.11	-	\$ 33.53	\$ 134.11	0.25	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	
SR PR Architect & SR PR Engineer	35%	\$ 129.00	0.25	\$ 32.25	\$ 129.00	0.25	\$ 129.00	-	\$ 129.00	-	\$ 129.00	-	
Senior Engineer	0%	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Senior Designer	30%	\$ 105.00	0.25	\$ 26.25	\$ 105.00	0.25	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	
CADD	0%	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	
Admin	0%	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	
Schematic Design													
Project Principal	5%	\$ 176.61	-	\$ 176.61	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	
Project Manager	10%	\$ 134.11	-	\$ 33.53	\$ 134.11	0.25	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	
SR PR Architect & SR PR Engineer	60%	\$ 96.75	0.75	\$ 161.25	\$ 129.00	1.25	\$ 129.00	-	\$ 129.00	-	\$ 129.00	-	
Senior Engineer	0%	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Senior Designer	20%	\$ 26.25	0.25	\$ 52.50	\$ 105.00	0.50	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	
CADD	0%	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	
Admin	5%	\$ 14.22	0.25	\$ 14.22	\$ 56.86	0.25	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	
Design Development													
Project Principal	5%	\$ 176.61	-	\$ 176.61	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	
Project Manager	10%	\$ 134.11	-	\$ 134.11	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	
SR PR Architect & SR PR Engineer	50%	\$ 32.25	0.25	\$ 64.50	\$ 129.00	0.50	\$ 129.00	-	\$ 129.00	-	\$ 129.00	-	
Senior Engineer	0%	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Senior Designer	30%	\$ 26.25	0.25	\$ 52.50	\$ 105.00	0.50	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	
CADD	0%	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	
Admin	5%	\$ 56.86	-	\$ 14.22	\$ 56.86	0.25	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	
Construction Documents													
Project Principal	5%	\$ 176.61	-	\$ 44.15	\$ 176.61	0.25	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	
Project Manager	10%	\$ 134.11	0.25	\$ 33.53	\$ 134.11	0.25	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	
SR PR Architect & SR PR Engineer	40%	\$ 96.75	0.75	\$ 193.50	\$ 129.00	1.50	\$ 129.00	-	\$ 129.00	-	\$ 129.00	-	
Senior Engineer	0%	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Senior Designer	20%	\$ 52.50	0.50	\$ 105.00	\$ 105.00	1.00	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	
CADD	20%	\$ 42.50	0.50	\$ 85.00	\$ 85.00	1.00	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	
Admin	5%	\$ 14.22	0.25	\$ 28.43	\$ 56.86	0.50	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	
Bidding Negotiation													
Project Principal	10%	\$ 176.61	-	\$ 176.61	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	
Project Manager	10%	\$ 134.11	-	\$ 134.11	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	
SR PR Architect & SR PR Engineer	80%	\$ 129.00	-	\$ 32.25	\$ 129.00	0.25	\$ 129.00	-	\$ 129.00	-	\$ 129.00	-	
Senior Engineer	0%	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Senior Designer	0%	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	
CADD	0%	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	
Admin	0%	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	
Construction Admin													
Project Principal	10%	\$ 176.61	-	\$ 176.61	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	\$ 176.61	-	
Project Manager	10%	\$ 134.11	-	\$ 134.11	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	\$ 134.11	-	
SR PR Architect & SR PR Engineer	80%	\$ 32.25	0.25	\$ 96.75	\$ 129.00	0.75	\$ 129.00	-	\$ 129.00	-	\$ 129.00	-	
Senior Engineer	0%	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	-	
Senior Designer	0%	\$ 105.00	-	\$ 105.00	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	\$ 105.00	-	
CADD	0%	\$ 85.00	-	\$ 85.00	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	\$ 85.00	-	
Admin	0%	\$ 56.86	-	\$ 56.86	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	\$ 56.86	-	
		\$ 525.96	4.75	\$ 1,147.50		10.00	\$ -		\$ -		\$ -		

SEABURY FRITZ ARCHITECTS

EXHIBIT B . Cost Proposal & Fee Schedule

CITY OF KINGMAN
 City project # ENG12-026
 Professional Architectural Services

PROJECT Kingman Powerhouse Visitors Center & Museum Renovation

PN 1471

DATE 3.5.15

(Included in subconsultant base fee)

	Structural Drafting			Mechanical Plumbing			Electrical			NA		
	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity
Pre Design												
Travel		\$ -			\$ 1,600			\$ 1,560			\$ 1,560	
Reproduction Expenses		\$ 25			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ -			\$ 100			\$ 85			\$ 85	
Schematic Design												
Travel		\$ -			\$ 1,600			\$ 1,560			\$ 1,560	
Reproduction Expenses		\$ 25			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ -			\$ 100			\$ 85			\$ 85	
Design Development												
Travel		\$ -			\$ 1,600			\$ 1,560			\$ 1,560	
Reproduction Expenses		\$ 25			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ -			\$ 100			\$ 85			\$ 85	
Construction Documents												
Travel		\$ -			\$ 1,600			\$ 1,560			\$ 1,560	
Reproduction Expenses		\$ 25			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ -			\$ 100			\$ 85			\$ 85	
Bidding Negotiation												
Travel		\$ -			\$ 1,600			\$ 1,560			\$ 1,560	
Reproduction Expenses		\$ 25			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ -			\$ 100			\$ 85			\$ 85	
Construction Admin												
Travel		\$ -			\$ 1,600			\$ 1,560			\$ 1,560	
Reproduction Expenses		\$ 25			\$ 25			\$ 25			\$ 25	
Shipping & Mail Expenses		\$ -			\$ 100			\$ 85			\$ 85	
	\$ -			\$ -			\$ -			\$ -		

Firm: **Structural Grace, Inc.**
 Address: **1430 E. Ft. Lowell Road, Suite 100**
Tucson, AZ 85719
 Phone: **(520) 320-0156**
 FAX: **(520) 320-0157**

ADOT Contract No.: **N/A**
 TRACS No.: **N/A**
 Task No.: **N/A**
 Prime: **Seabury Fritz Architects**
 DBE Status: **Active - Certified DBE**

Kingman Powerhouse
DERIVATION OF COST PROPOSAL SUMMARY

Estimated Direct Labor

Classification	Estimated Person-Hours	Average Loaded Hourly Rate	Loaded Labor Cost
Project Manager - (Structures)	18	\$ 168.28	\$ 3,029.04
Project Engineer - Senior	17	\$ 180.12	\$ 3,062.04
Architect - Senior	0	\$ 136.37	\$ -
Engineer - Senior	15	\$ 161.28	\$ 2,419.20
Engineer	0	\$ 116.68	\$ -
Designer - Senior	0	\$ 105.01	\$ -
Total	50	\$	8,510.28

Total Estimated Labor \$ 8,510.28 EC-10

Subtotal \$ 8,510.28

Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost – No Mark-up)

Outside Reproduction	\$	-
Outside Messenger Service	\$	-
Personal Mileage	\$	178.00
Miscellaneous	\$	-

Total Estimated Expenses \$ 178.00 EC-30

Estimated Outside Services and Consultants

(Listed by Firm or Name at Estimated Cost – No Mark-up)

Firm	Method of Compensation	Cost
None	LS	\$ -

Total Estimated Outside Services \$ - EC-40

Total Estimated Cost to Consultant \$ 8,688.28 EC-40

TOTAL - LUMP SUM \$ 8,688.28 EC-60

Nathan J. Palmer

Nathan J. Palmer, Project Manager
 Structural Grace, Inc.

3/4/2015

Date

CAF

Structural Grace, Inc.

**Kingman Powerhouse
DIRECT EXPENSE DOCUMENTATION**

OUTSIDE REPRODUCTION

Plan Submittals:

	Number of Plan Sets		
	Stage IV	Stage V	Final
Half Size Bond Copies			
ADOT Distribution List			
Utilities			
Subconsultants			
Working Sets			
Extra Sets			
Total Sets			
Est. No. of Dwgs/Set	1	1	1
Total Sheets			
	\$ 0.08 /Sheet	\$ -	-
	\$ 1.00 /Set Binding	\$ -	-
Total Costs/Submittal		\$ -	-
SUBTOTAL FOR PLAN SUBMITTALS:			\$ -

Cross Section Submittals:

	Number of Plan Sets		
	Stage IV	Stage V	Final
Half Size Bond Copies			
ADOT Distribution List			
Utilities			
Subconsultants			
Working Sets			
Extra Sets			
Total Sets			
Est. No. of Shts/Set	1	1	1
Total Sheets			
	\$ 0.08 /Sheet	\$ -	-
	\$ 1.00 /Set Binding	\$ -	-
Total Costs/Submittal		\$ -	-
SUBTOTAL FOR CROSS-SECTION SUBMITTALS:			\$ -

Check Sets:

	Sheet Count		
	Stage IV	Stage V	Final
Check Sets of Full-Size BlueLines			
No. Of Sheets			
	\$ 0.42 /SF	\$ -	-
SUBTOTAL FOR CHECK SETS:			\$ -

Copying:

	Est. No. of Shts.	No. of Copies	No. of Submittals	Total Sheets
8.5 X 11 Copies				
Drainage Report				
Str. Selection Rpt.				
Br. Calc's.				
Roadway Calculations				
Specifications				
Bid Schedule				
Cost Estimate				
QA Manuals				
Total 8.5 X 11 Copies		\$ 0.04 /Copy		
SUBTOTAL FOR COPYING:				\$ -

CSJ

Construction Sets:

Scan Dwgs to File
 Full Size Stapled & Edge Bound
 Bind full size in 2 vol's.
 11x17 Intermediate Copies
 720 11x17, 2 sided, Bond
 3 hole drill, shrink wrap
 Estimated Tax

Est. No. of Shfts or Sets	Unit Cost	Total Cost
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
SUBTOTAL FOR CONSTRUCTION SETS:		\$ -

Plotting:

Outside Plotting of Full Size Vellums

Est. No. of Shfts or Sets	Unit Cost	Total Cost
	\$4.00	\$ -
SUBTOTAL FOR PLOTTING:		\$ -

TOTAL FOR REPRODUCTION:

Half Size Plan Copies
 Cross Section Copies
 Blueline Check Sets
 8.5 x 11 Copies
 Construction Sets
 Plotting

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
TOTAL OUTSIDE REPRODUCTION:		\$ -

OUTSIDE MESSENGER SERVICE

Messenger

Est. Trips/ Month	Cost/ Trip	No. of Months	Total Costs
			\$ -
TOTAL OUTSIDE MESSENGER SERVICE:			\$ -

MILEAGE

Phx - Kingman

Miles	Trips	Miles
400	1	400
TOTAL MILEAGE COST @:		\$ 178.00

MISCELLANEOUS

County Reviews
 Surveying Supplies
 GPS Rental
 Traffic Control for Surveying
 Van Rental for Field Review
 PI Printing & Reproduction
 PI Newspaper Advertisements
 PI Room Rental & Meeting Supplies
 PI Postage and Delivery
 3 Ring Submittal Binders

Est. of Number	Cost/ Unit Unit	Total Cost
	\$400	\$ -
	\$	-
	\$200 per day	\$ -
	\$85 per day	\$ -
	\$6	\$ -
TOTAL MISCELLANEOUS:		\$ -

TOTAL DIRECT EXPENSES	
Outside Reproduction	\$ -
Outside Messenger Service	\$ -
Mileage	\$ 178
Miscellaneous	\$ -
TOTAL DIRECT EXPENSES	\$ 178

CLB

Structural Grace, Inc.
Kingman Powerhouse

Structural Grace, Inc.	NO. SHTS.	TOTAL HOURS	Project Manager	Project Engineer-Senior	Architect Senior	Engineer Senior	Engineer	Designer Senior
Kingman Powerhouse Structural Designs								
General Notes Sheet								
General Notes (In Word format)		2		1		1		
Screen Wall at Stairway								
Screen Wall Review		2		1		1		
Ductwork Hanging System								
Existing Steel Truss/Support System Review		10		5		5		
Visitor Center Storefront Wall Frame								
Framing Review (for sliding doors and wall framing)		8		4		4		
Overhead Indoor Canopy								
Connection and Framing Review		4		2		2		
Information Kiosk Foundation								
Anchor Connection Review		3		2		1		
Foundation Design Review		3		2		1		
Meetings								
Telephonic project meetings (4)		4	4					
Site project meeting (1)		8	8					
Post-Design Services								
RFI Responses (2 max)		4	4					
Correspondence (email and phone only)		2	2					
Total Hours - Structural Grace		50	18	17		15		

Schedule of Values																					
Omicron Job #14-049		Kingman Powerhouse Project																			
Summary/Checks:																					
Total Sheet count	16																				
Total Sheet cost	\$0.00																				
Job Costsheet	\$1,277.97																				
Job Cost	\$12,779.88																				
Cost Info:																					
Date Updated	1/25/13																				
Hourly/Clerical	\$26.00																				
Hourly/Drafter	\$86.00																				
Hourly/Field Engineer	\$86.00																				
Hourly/Designer	\$86.00																				
Hourly/PE Engineer	\$96.00																				
		Labor -						Materials -						Cost Summary -							
Deliverable Package - Full Design	Deliverable Item	Travel Itm	Sheet Itm	Est. Itm	Labor Type: (Lump/Hourly/NTE/PE/Engineer/Designer/Drafter)	Labor Units	Labor Qty	Labor cost	Material Pricing: (Lump/Unit)	Material Type: (Sheet or Other)	Material Base Unit Price	Material Quantity/Unit Price (EACH)	Matl Qty	Matl Cost	Direct Cost	Indirect cost	Admin. Cost	Misc. cost	Total cost		
Field Visit/Inspection	None	No	No		Hourly/Field Engineer	\$86.00	8	\$390.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$390.00		0	0	\$0.00	\$390.00	
Travel Time	None	No	No		Hourly/Field Engineer	\$86.00	8	\$390.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$390.00				\$239.88	\$629.88	
Master Center/Master Center Entry																					
Electrical Power Plan - Sheet 1	Construction Document	Yes	Yes	12	Hourly/Drafter	\$86.00	12	\$780.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$780.00				\$780.00		
					Hourly/Designer	\$86.00	8	\$688.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$688.00				\$688.00		
					Hourly/Principal	\$96.00	4	\$384.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$384.00				\$384.00		
Electrical Power Plan - Sheet 2	Construction Document	Yes	Yes	0	Hourly/Drafter	\$86.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
					Hourly/Designer	\$86.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
					Hourly/Principal	\$96.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
Electrical Lighting Plan - Sheet 1	Construction Document	Yes	Yes	18	Hourly/Drafter	\$86.00	18	\$1,170.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$1,170.00				\$1,170.00		
					Hourly/Designer	\$86.00	12	\$1,020.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$1,020.00				\$1,020.00		
					Hourly/Principal	\$96.00	8	\$768.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$768.00				\$768.00		
Electrical Lighting Plan - Sheet 2	Construction Document	Yes	Yes	0	Hourly/Drafter	\$86.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
					Hourly/Designer	\$86.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
					Hourly/Principal	\$96.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
Electrical Lighting Details	Construction Document	Yes	Yes	6	Hourly/Drafter	\$86.00	6	\$390.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$390.00				\$390.00		
					Hourly/Designer	\$86.00	2	\$170.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$170.00				\$170.00		
					Hourly/Principal	\$96.00	1	\$96.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$96.00				\$96.00		
Electrical Power Details	Construction Document	Yes	Yes	6	Hourly/Drafter	\$86.00	6	\$390.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$390.00				\$390.00		
					Hourly/Designer	\$86.00	3	\$258.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$258.00				\$258.00		
					Hourly/Principal	\$96.00	2	\$190.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$190.00				\$190.00		
Electrical One-Line	Construction Document	Yes	Yes	10	Hourly/Drafter	\$86.00	10	\$860.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$860.00				\$860.00		
					Hourly/Designer	\$86.00	4	\$340.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$340.00				\$340.00		
					Hourly/Principal	\$96.00	4	\$380.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$380.00				\$380.00		
Electrical Panel Schedule(s)	Construction Document	Yes	Yes	10	Hourly/Drafter	\$86.00	10	\$860.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$860.00				\$860.00		
					Hourly/Designer	\$86.00	2	\$170.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$170.00				\$170.00		
					Hourly/Principal	\$96.00	4	\$380.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$380.00				\$380.00		
Electrical Specifications	Construction Document	Yes	No	4	Hourly/Designer	\$86.00	4	\$340.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$340.00				\$340.00		
					Hourly/Principal	\$96.00	6	\$570.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$570.00				\$570.00		
Building Exterior/Site																					
Electrical Site Power	Construction Document	Yes	Yes	8	Hourly/Drafter	\$86.00	8	\$620.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$620.00				\$620.00		
					Hourly/Designer	\$86.00	4	\$340.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$340.00				\$340.00		
					Hourly/Principal	\$96.00	2	\$190.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$190.00				\$190.00		
Electrical Site Lighting Plan	Construction Document	Yes	Yes	0	Hourly/Drafter	\$86.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
					Hourly/Designer	\$86.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
					Hourly/Principal	\$96.00	0	\$0.00	Lump	Other	N/A	N/A	N/A	\$0.00	\$0.00				\$0.00		
Design Review/CA Support	None	No	No	4	Hourly/Principal	\$96.00	4	\$380.00						\$380.00					\$380.00		
Meetings & Coordination	None	No	No	8	Hourly/Principal	\$96.00	8	\$760.00						\$760.00					\$760.00		
																			0		
																			0		
Totals																			162		
							162	\$12,540.00							0	\$0.00	\$12,540.00	0	0	\$239.88	\$12,779.88

Handwritten mark

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: March 17, 2015

AGENDA SUBJECT: Consideration of Agreement with Freiday Construction, Inc. for Construction Manager at Risk (CMAR) services for various water and sewer projects (ENG14-084)

SUMMARY: On January 20, 2015, Council approved a design phase CMAR contract with Freiday Construction for various water and sewer projects. Staff has been working with the contractor to finalize the designs for several of the projects. Staff is recommending that the construction be broken into separate construction phases. The first phase will include the following projects:

- ENG14-090: Sewer Extension in Lovin Avenue
- ENG14-091: Sewer Extension in Colorado Avenue
- ENG08-084: Sewer Extension in Mohave Wash Channel
- ENG13-054: Water Replacement in Stirrup Drive
- ENG12-013: Water Replacement in Jagerson Avenue
- ENG14-105: Rehabilitation of Castlerock Water Tanks

Staff has requested a Guaranteed Maximum Price (GMP) for the first phase of this project from Freiday Construction. The negotiated GMP for phase one is \$ 1,379,179.00. Work for phase one will be complete within 180 days of a notice to proceed. It is anticipated that future construction phases will be incorporated into the subject agreement by contract amendments.

Staff recommends that the agreement with Freiday Construction, Inc. be approved.

ATTACHMENTS: Agreement including the Phase 1 GMP from Freiday Construction, Inc.

FISCAL IMPACT: The guaranteed maximum price of \$ 1,379,179.09 will be paid as follows:
\$ 777,309.69 from the Sewer Expansion Fund (512-3720-536.92-93)
\$ 415,611.38 from the Water Line Distribution Fund (510-3515-590.92-89)
\$ 186,258.02 from the Water Tank Renewal Fund (510-3515-590.92-95)

RECOMMENDATION: It is recommended that the Council approve the agreement and that the Mayor be authorized to sign the agreement on behalf of the City.



Signature of Dept. Head



City Attorney
Approved as to Form



City Manager's Review

AGENDA ITEM: 3j



CITY OF KINGMAN, ARIZONA

**WATER AND SEWER PROJECTS
PHASE ONE**

WATER PROJECTS

**ENG12-013
ENG13-054
ENG14-105**

SEWER PROJECTS

**ENG08-084
ENG14-090
ENG14-091**

CONSTRUCTION MANAGER AT RISK

CONSTRUCTION SERVICES

CONTRACT NO. ENG14-084

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - CMAR'S SERVICES AND RESPONSIBILITIES	4
2.0 Standard Specifications and Details	4
2.1 General Services	4
2.2 Government Approvals and Permits	4
2.3 Pre-construction Conference	4
2.4 Control of the Work	4
2.5 Control of the Work Site	6
2.6 Quality Control, Testing and Inspection	6
2.7 Project Record Documents	7
2.8 Project Safety	8
2.9 Warranty	9
2.10 Correction of Defective Work	9
ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES	10
3.0 City's Representative and Inspector	10
3.1 Design Professional Services	10
3.2 City's Separate Contractors	10
3.3 Permit Review and Inspections	10
ARTICLE 4 - CONTRACT TIME	11
4.0 Contract Time	11
4.1 Final Acceptance	11
4.2 Liquidated Damages	11
4.3 Project Schedule	11
ARTICLE 5 - CONTRACT PRICE	13
5.0 General	13
5.1 Contract Price	13
ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME	14
6.0 Delays to the Work	14
6.1 Differing Site Conditions	15
6.2 Errors, Discrepancies, and Omissions	15
6.3 City Requested Change in Work	15
6.4 Change Orders	15
6.5 Minor Changes in the Work	15
6.6 Extra Work	16
6.7 Contract Modifications	16
6.8 Emergencies	16
ARTICLE 7 - PROCEDURE FOR PAYMENT	16
7.0 Payment Procedure	16
7.1 Record Keeping and Finance Control	16
ARTICLE 8 - CLAIMS AND DISPUTES	17
8.0 Dispute Avoidance and Resolution	17
8.1 Duty to Continue Performance	17
8.2 Representatives of the Parties	17

ARTICLE 9 - SUSPENSION AND TERMINATION 17

9.0 Suspension and Termination 17

ARTICLE 10 - INSURANCE AND BONDS 18

10.0 Insurance Requirements 18

10.1 Bonds and Other Performance Security 20

ARTICLE 11 - INDEMNIFICATION 21

11.0 CMAR's General 21

ARTICLE 12 - GENERAL PROVISIONS 21

12.0 Contract Documents..... 21

12.1 Time is of the Essence 22

12.2 Mutual Obligations..... 22

12.3 Cooperation And Further Documentation 22

12.4 Assignment..... 22

12.5 Successorship 22

12.6 Third Party Beneficiary 22

12.7 Governing Law 22

12.8 Severability 23

12.9 Compliance with Laws..... 23

12.10 Legal Requirements 24

12.11 Independent Contractor 24

12.12 City's Right Of Cancellation..... 24

12.13 Survival..... 25

12.14 Covenant Against Contingent Fees 25

12.15 No Waiver..... 25

12.16 Notice 25

12.17 Hazardous Materials 25

12.18 Traffic Control..... 26

12.19 CMAR's Affidavit 26

12.20 Necessary Work Done By City Forces..... 26

12.21 Equipment Rental Rates For Actual Cost Work..... 26

12.22 Shop Drawings 26

12.23 Date Of Final Acceptance And Beginning Of Warranty Period..... 28

12.24 Payment For Stored Materials 29

12.25 The Clean Air Act 29

12.26 Project Closeout 29

12.27 Approved Applicators 30

12.28 Progress Meeting 30

12.29 Asbestos-Free Facility Material Certification..... 30

12.30 Arizona Pollutant Discharge Elimination System (AZPDES) 30

12.31 Temporary Utilities For Construction..... 31

12.32 Utility Lines, Poles And Pedestals..... 32

- EXHIBIT A – APPROVED GMP PROPOSAL
- EXHIBIT B – SETTLEMENT OF CLAIMS
- EXHIBIT C – ASBESTOS-FREE FACILITY MATERIAL CERTIFICATION

**CITY OF KINGMAN
WATER AND SEWER PROJECTS
CONSTRUCTION MANAGER AT RISK – CONSTRUCTION SERVICES
CONTRACT NO. ENG14-084**

THIS CONTRACT is made and entered into on the _____ day of _____, 2015, by and between City of Kingman, hereinafter designated the "City" and Freiday Construction, Inc., hereinafter called the "Construction Manager at Risk" or "CMAR"

RECITALS

- A. The City engages the CMAR to perform Construction Services for various water, sewer and water tank rehabilitation projects as follows: ENG12-013, ENG13-054, ENG14-105, ENG08-084, ENG14-090 and ENG14-091, herein referred to collectively as the "Project".
- B. The City has undertaken the design of said Project and may contract with consultants for additional design or inspections. Said consultants shall herein after be referred to as the "Design Professional".
- C. The CMAR has represented to the City the ability to provide construction management services and based on this representation the City engages the CMAR to provide these services for the Project.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CMAR as follows:

ARTICLE 1 - DEFINITIONS

"Agreement ("Contract") This written document signed by the City and CMAR covering the design and construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

"Allowance" Unless otherwise provided in the Contract Documents, allowances shall cover the cost to the contractor for materials, equipment, Contractor's costs for unloading and handling at the site, labor, installation costs, and other expenses contemplated for stated allowance. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. Supporting information shall be provided to support cost adjustments, including but not limited to payroll information, invoices (including invoices for rented equipment), and operation time for contractor-owned equipment. Cost for equipment owned by CMAR will be paid at a rate shown for such equipment in the GMP. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances. The Change Order will allow for adjustments for bonds, insurance, and taxes.

"Change Order" A written order issued by the City to the CMAR to make changes in the Work or to perform extra work, and setting forth conditions for payment and/or adjustment in time of completion.

"City ("Owner" or "OWNER") The City of Kingman, a municipal corporation, with whom CMAR has entered into this Contract and for whom the services are to be provided pursuant to said Contact.

"CMAR" The firm selected by the City to provide design and construction services as detailed in this Agreement.

“Contingency, CMAR (Contractor’s)” A fund to cover cost growth during the project used at the general discretion of the CMAR, with approval by the City, usually for costs that result from project circumstances. The amount of the CMAR’s Contingency shall be negotiated as a separate line item in each GMP package. Use of the CMAR’s Contingency is described in Section 5.1.2.3.

“Contingency, OWNER (City’s)” A fund to cover City initiated changes during the project used at the sole discretion of the City. The amount of the City Contingency shall be provided to the CMAR during the GMP negotiations.

“Contract Amendment” See the definition for Change Order.

“Contract Documents” The following items and documents executed by the City and the CMAR: (i) all written Change Orders ; (ii) this Agreement, including all exhibits and attachments and (iii) GMP Plans and Specifications.

“Contract Price” The amount or amounts set forth in Article 5 and as modified by Change Order.

“Construction Fee” The CMAR’s administrative costs, office overhead, and profit, at the CMAR’s on-site or office and/or office(s) maintained for exclusive use on the Project. This includes administrative costs and any limitations or exclusions that may be included in the General Conditions.

“Contract Time” The Days as set forth in Article 4 for the period of time, including authorized adjustments, allotted in the Contract Documents for Final Acceptance of the Work.

“Cost of the Work” The direct costs necessarily incurred by the CMAR in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities required to construct the Work, permit and license fees, materials testing, and related items. The Cost of the Work shall not include the CMAR’s Construction Fee, General Conditions Costs, CMAR’s Contingency and taxes.

“Critical Path” The sequence of activities which control the overall duration of the project from the start of the Work to the Final Acceptance of the Project. Any delay in the completion of these activities will extend the Contract Time

“Day(s)” Calendar day(s) unless otherwise specifically noted in the Contract Documents.

“Design Professional” The qualified, licensed person, firm or corporation who furnishes design services required under the Contract Documents. Representatives of the Design Professional may perform Special and other inspection services at the site and may, at the Owner’s option, represent the Owner during the construction period.

“Differing Site Conditions” Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or field investigation reports furnished to the CMAR by the City, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the project site.

“Final Acceptance” The completion of the Work including punch list, as prescribed in Section 4.1.

“Float” The number of Days by which an activity can be delayed without lengthening the Critical Path and extend the Contract Time.

“General Conditions Costs” Includes but is not limited to the following types of costs for the CMAR during the construction phase: (i) payroll costs for project manager or CMAR for work conducted at the site, (ii) payroll costs for the superintendent. (iii) payroll costs for other management personnel resident and working at the site, (iv) costs of temporary offices and construction facilities specifically for the Project, including office materials, office supplies, office equipment and minor expenses, (v) cost of utilities, fuel, sanitary facilities and telephone services at the site, (vi) costs of liability insurance premiums not included

in labor burdens for direct labor costs, (vii) costs of bond premiums, or contractors default insurance premiums.

“Guaranteed Maximum Price” or “GMP” The sum of the maximum Cost of the Work; the CMAR’s Construction Fee; General Conditions Costs, taxes, bonds, insurance costs and Contingencies.

“GMP Plans and Specifications” The plans and specifications provided in the Design Phase Services upon which the Guaranteed Maximum Price Proposal is based.

“Legal Requirements” All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site and relating to the performance of the Work.

“Notice to Proceed” or “NTP” A directive issued by the City, authorizing the CMAR to start the Work.

“Payment Request” The City form used by the CMAR to request progress payments for Work in accordance with Article 7.

“Product Data” Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CMAR to illustrate materials or equipment for some portion of the Work.

“Project Record Documents” The documents created pursuant to Section 2.7.

“Samples” Physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

“Shop Drawings” Drawings or reproductions of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcement steel, installed equipment and installation of systems, or any other supplementary plans or similar data, which the CMAR is required to submit for approval.

“Site” The land or premises on which the Project is located.

“Specifications” The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Except as modified by the project plans, specifications and Change Orders, this Project shall be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments and as amended by the City of Kingman, unless alternate specifications and details are provided in the Drawings and/or Specifications.

“Subcontractor” Those having direct contracts with the CMAR and those who furnish material worked into a special design according to the plans and specifications for the Work, but not those who merely furnish material not so worked.

“Supplier” A manufacturer, fabricator, supplier, distributor, material man or vendor having a direct contract with CMAR or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

“Work” or “Project” The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

ARTICLE 2 - CMAR's SERVICES AND RESPONSIBILITIES

2.0 Standard Specifications and Details

The City operates under the latest revision of the Uniform Standard Specifications for Public Works Construction, published by the Maricopa Association of Governments (MAG) as adopted and amended by the City and is herewith incorporated by reference and made a part hereof. The adopted MAG Standard Specifications and City amendment to the Standard Specifications may be downloaded from the City's web site at: www.cityofkingman.gov

The City also operates under the latest revision of the Uniform Standard Details as published by the Maricopa Association of Governments as adopted and amended by the City. The adopted MAG Standard Details and City amendment to the Standard Details may be obtained on the City's web site referenced above.

Where reference is made on the project drawings and specifications to MAG details, they shall be to the City of Kingman amended specifications and details, or where the City of Kingman has not adopted an amended specification, to the latest revision to the Uniform Standard Specifications for Public Works Construction and Uniform Standard Details.

2.1 General Services

2.1.1 CMAR's Representative shall be available to City and shall have the necessary expertise and experience required to supervise the Work. CMAR's Representative shall communicate regularly with the City but not less than once a week and shall be vested with the authority to act on behalf of the CMAR. CMAR's Representative may be replaced only with the written consent of the City.

2.2 Government Approvals and Permits

2.2.1 The CMAR shall obtain all necessary permits for the Work, except these listed below, and pay all applicable fees. The CMAR is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

2.2.2 With the exception of any required AZPDES permit (See Section 12.30), the City shall be responsible for obtaining all required permits from the Arizona Department of Environmental Quality (ADEQ).

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City will schedule a Pre-construction conference.

2.3.2 The purpose of this conference is to establish a working relationship between the CMAR, utility firms, and various City departments. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed shall be issued in accordance with MAG Section 108.

2.3.4 The CMAR shall provide a schedule of values based on the categories used in the buy out of the Work. The schedule of values shall not be greater than the approved GMP and shall identify the CMAR's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.3.5 Minimum attendance by the CMAR shall be the CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CMAR's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a

separate contractor, CMAR shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with the Contract Documents.

2.4.2 CMAR shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.4.3 CMAR or the CMAR's Superintendent shall be present at the Site at all times that work under this contract is taking place.

2.4.3.1 All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

2.4.3.2 In the event of noncompliance of this section, the City may require the CMAR to stop or suspend the Work in whole or in part.

2.4.4 Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer, and to so demonstrate if requested.

2.4.5 Before ordering materials or doing work, the CMAR and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the drawings; differences, which may be found, shall be submitted to the City for the City's resolution before proceeding with the work.

2.4.6 The CMAR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CMAR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City at once.

2.4.7 The City will establish all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. The CMAR shall preserve and protect the construction survey stakes and marks for the duration of their usefulness. If construction survey stakes are lost or disturbed and need to be replaced, the cost for such replacement will be deducted from CMAR's most recent pay request.

2.4.8 CMAR shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.4.9 CMAR shall coordinate the activities of all Subcontractors. If the City performs other work on the Project or at the Site with separate contractors under City's control, CMAR agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.4.10 Where the respective sections of the specifications contain detailed requirements for materials testing and inspections to be performed by an approved testing laboratory. All costs incurred for testing laboratory services will be paid by the City at no cost to the CMAR. However, should retesting be required due to CMAR's failure to comply with the plans and specifications, the CMAR shall pay all costs for retesting.

2.5 Control of the Work Site

2.5.1 The Contract Documents indicate the lands upon which the Work is to be performed and those rights-of-way and access easements furnished by City. Easements for permanent structures or for permanent changes in existing facilities will be obtained by City, unless otherwise stated.

2.5.2 CMAR shall obtain, at no increase in Contract Price or Contract Time, any additional lands, rights-of-way and easements that CMAR, in its sole discretion, requires for temporary facilities, ingress and egress, storage, disposal of spoil or waste material or any other purpose. CMAR shall obtain (a) all required permits from the U.S. Government, the State, railroad, and any Political Subdivision or public utility with jurisdiction, and (b) permission by written agreement if private property. CMAR shall submit copies of all permits and written agreements to City, and shall be responsible for insurance and security at any temporary facilities, on or off-site, that the CMAR requires to complete the Project.

2.5.3 City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CMAR. Upon reasonable written request, City shall furnish CMAR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and City's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. City shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CMAR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by City, unless otherwise provided in the Contract Documents. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

2.5.4 Throughout all phases of construction, including suspension of Work, CMAR shall keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, CMAR shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

2.5.5 CMAR shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City.

2.5.6 CMAR shall maintain ADA and ANSI accessibility requirements during construction activities in any occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel.

2.5.7 Only materials and equipment used directly in the Work shall be brought to and stored on the Site by the CMAR. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.

2.6 Quality Control, Testing and Inspection

2.6.1 All materials used in the Work shall be new and unused, unless otherwise noted or specifically approved by the City, and shall meet all quality requirements of the Contract Documents.

2.6.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.6.3 The procedures and methods used to sample and test material will be determined by the City. Unless otherwise specified in the Project Drawings and Specifications, samples and tests shall be made in accordance with the following: Project Specifications, MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series, or as determined by the City.

2.6.4 The CMAR will select a pre-qualified City or Independent Testing Laboratory and will pay for Quality Control testing. City will provide Quality Assurance (QA) testing at its own expense where and as it deems necessary. Copies of all Quality Control test reports shall be provided to the City contemporaneously with their presentation to the CMAR or subcontractor to the CMAR. Quality Control testing schedule will be provided in the Project Specifications for earthwork, concrete, special coatings, and other work as determined by the City and the Design Professional.

2.6.4.1 When the first and subsequent tests (including Quality Assurance testing) indicate noncompliance with the Contract Documents, the cost to correct that noncompliance and any further testing demonstrating compliance after correction shall be paid for by the CMAR.

2.6.4.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.6.5 The CMAR will cooperate with the Owner's selected QA testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.6.6 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.6.7 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of the CMAR to coordinate and to comply, unless otherwise provided in the Contract Documents.

2.6.8 CMAR's convenience and quality control testing and inspections shall be the sole responsibility of the CMAR and paid by the CMAR.

2.7 Project Record Documents

2.7.1 During the construction period, the CMAR shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and shop drawings for Project Record Document purposes.

2.7.1.1 The CMAR shall mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on Drawings
- Locations and depths of underground utilities
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.7.1.2 The CMAR shall mark completely and accurately Project Record Drawing sets of Construction Documents.

2.7.1.3 The CMAR shall mark Project Record Drawings sets with red erasable colored pencil.

2.7.1.4 The CMAR shall note request for information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents; however actual changes including dimensions, materials, arrangement and any other information needed to accurately depict the change shall be included on the drawings. If necessary, additional drawing sheets shall be provided for this purpose.

2.7.1.5 The CMAR shall submit Project Record Drawing sets and Shop Drawings to the City or its representative for review and comment.

2.7.2 Upon receipt of the reviewed Project Record Drawings from the City, the CMAR shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to the City prior to Final Acceptance and as a condition of Final Acceptance. Final approved Project Record Drawings shall be provided to the City in hard copy (full-size drawings) and electronic form.

2.7.3 The City Representative will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

2.8 Project Safety

2.8.1 These Construction Documents, and construction covered by this agreement are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

- a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.
- b. Part 1910 and Part 1926 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
- c. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

2.8.2 The CMAR is responsible for safety of the job site for employees of CMAR as well as for members of the general public and others who may drive or walk through or be in the job site.

2.8.3 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.8.4 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.8.5 The CMAR shall provide a "competent person" as required by O.S.H.A. regulations. The "competent person" shall be identified at the preconstruction conference with the City advised in writing of any changes.

2.8.6 The "competent person" shall make routine daily inspections of the Site and shall hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

2.8.7 CMAR and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirement.

2.8.8 CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.9 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility

for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.8.10 Nothing in this agreement shall relieve the CMAR of his responsibility to maintain traffic, structures, etc., as noted on the plans, specifications, and Special Provisions. The CMAR is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the plans, specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by the CMAR's excavation, shoring, bracing, or underpinning shall be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support shall be included in the appropriate items listed in the GMP, and no additional payment shall be made for this work

2.9 Warranty

2.9.1 CMAR warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents or approved by the City, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.9.2 The date of Final Acceptance and the beginning of the Warranty period shall be the date upon which the City indicates final completion and acceptance of the work. The date will represent the completion date for each phase of the project irrespective of early completion by some subcontractors of their work. Final Acceptance will not be issued until all items of work of each phase, including punch list items, have been completed. The CMAR shall furnish extended warranties for facilities placed in service before Final Acceptance and that expire no earlier than one year beyond Final Acceptance except as otherwise required in the specifications.

2.9.3 CMAR's warranty obligation shall be in accordance with MAG Specifications.

2.9.4 Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this section or the Contract Documents. CMAR will provide City with all manufacturers' warranties prior to Final Acceptance.

2.10 Correction of Defective Work

2.10.1 CMAR agrees to correct any Work that is not in conformance with the Contract Documents, including that part of the Work subject to Section 2.9, within a period of one year from the date of Final Acceptance of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.10.2 CMAR shall, take immediate steps to commence correction of nonconforming Work subject to Section 2.9 above, within fourteen calendar days of receipt of written notice from City in accordance with MAG Specifications. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by the City to be an emergency, the City shall notify the CMAR, via the most expeditious means regarding the nature and condition of the defects. In turn, the CMAR shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with MAG Specifications.

2.10.3 The one year period referenced in Section 2.10.1 above applies only to CMAR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that the City may have regarding CMAR's other obligations under the Contract Documents.

ARTICLE 3 - CITY'S SERVICES AND RESPONSIBILITIES

3.0 City's Representative and Inspector

3.0.1 City's Representative is responsible for providing City-supplied information and approvals in a timely manner to assist CMAR to fulfill its obligations under the Contract Documents.

3.0.2 City's Representative will also provide CMAR with prompt notice if it observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the project or non-conformance with the drawings and specifications.

3.0.3 The City may utilize field inspectors to assist the City's Representative during construction in observing performance of the CMAR. The inspector is for the purpose of assisting the City's Representative and should not be confused with an inspector with a regulatory agency or with an inspector from a City-contracted independent laboratory pursuant to Division 2.6.4. The City will provide Special and Electrical Inspection, and may provide other inspection personnel as the City deems appropriate.

3.0.3.1 The inspector is authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.0.3.2 The inspector is not authorized to issue instructions contrary to the Construction Documents or to act as foremen for the CMAR.

3.0.3.3 The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.0.3.4 The furnishing of an inspector by the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for the CMAR's failure to perform the work in accordance with Contract Documents.

3.1 Design Professional Services

3.1.1 The City may contract separately with one or more Design Professionals to provide construction administration of the project. The Design Professional's contract scope as well as other firms hired by the City shall be furnished to the CMAR. The CMAR shall not have the right to limit or restrict or reject any contract modifications that are mutually acceptable to the City and Design Professional.

3.2 City's Separate Contractors

3.2.1 City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents.

3.3 Permit Review and Inspections

3.3.1 If requested by the CMAR, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.3.2 The regulating agencies of the City such as Engineering Services, Developmental Services, Fire and Planning Departments, enforce Legal Requirements. The enforcement activities of the City are independent and separate from this Agreement.

ARTICLE 4 - CONTRACT TIME

4.0 Contract Time

4.0.1 Contract Time shall start with the Notice to Proceed (NTP) and end with the last phase Final Acceptance.

4.0.2 Contract Time shall be for the completion of all Work. Contract time for the construction shall be as follows:

Phase 1 of the Project shall be completed within 180 days of the NTP.

The remaining phases shall be completed as agreed upon in a future amendment to this agreement.

4.0.3 CMAR agrees that it will commence performance of the Work and achieve the Contract Time.

4.0.4 All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.1 Final Acceptance

4.1.1 Upon receipt of written notice that the Work or identified phases of the Work is ready for final inspection and acceptance, City and CMAR will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued until all items of work on each phase, including punch list items, have been completed to the City's satisfaction. The City understands for the purpose of assessing liquidated damages that Final Acceptance and Completion punch list will allow for warranty work (ongoing for 1 year) and miscellaneous minor punch list, as approved by the City.

4.2 Liquidated Damages

4.2.1 For this project, time is of the essence. Therefore, there will be liquidated damage assessment made for each calendar day, on each phase, the project is not completed after the specified completion date. For each and every calendar day that work of any phase shall remain incomplete after the time specified for the completion of the work in the GMP, or as adjusted by the City, the sum per calendar day shown in Table 108-1 of the MAG Specifications, shall be deducted from monies due to the CMAR, not as a forfeit or penalty, but as liquidated damages and added expenses including administrative, inspectors' cost and loss of facility revenue. This sum is fixed and agreed upon between the parties, because the actual loss to the City caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

4.2.2 Final Acceptance means the completion of all items of work, including punch list items subject to Section 4.1.1.

4.2.3 Permitting the CMAR to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, does not operate as a waiver by the City of any rights under this contract.

4.2.4 The CMAR acknowledges and agrees to the amount of liquidated damages, specified in Section 4.2.1.

4.3 Project Schedule

4.3.1 The Project Schedule approved as part of a GMP shall be updated and maintained throughout the contract period.

4.3.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CMAR of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents.

4.3.3 An updated Project Schedule shall be submitted monthly to the City as part of the Payment Request. The monthly submittal shall include updated resource loading and one full size plot of the entire schedule and one computer disk containing the schedule in a format acceptable to the City.

4.3.4 CMAR shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work as presented in the GMP and within the Contract Time.

4.3.5 With each Project Schedule submittal, the CMAR shall include a transmittal letter including the following:

- Description of problem tasks (referenced to field instructions, requests for information (RFIs), as appropriate.
- Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impacts and their delay on other activities, milestones, and their impact date of Final Completion.
 - Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Time Extension requests
 - Other items
- Final Completion date status:
 - If ahead of schedule, the number of calendar days ahead.
 - If behind schedule, the number of calendar days behind.
- Other project or scheduling concerns.

4.3.6 City's review of and response to the Project Schedule serves to ensure for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CMAR from compliance with the requirements of the Contract Documents or be construed as relieving the CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

4.3.7 The Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

4.3.8 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.3.9 The CPM diagram schedule shall indicate all relationships between activities.

4.3.10 The activities making up the schedule shall contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Individual activities shall not exceed 30 days in length.

4.3.11 The CPM diagram schedule shall be based upon activities, which coincide with the schedule of values.

4.3.12 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

4.3.13 The project schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture and construction by other contractors when those activities are interrelated with the CMAR activities.

4.3.14 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.3.15 Float time shall be as prescribed below;

4.3.15.1 The total Float time within the overall schedule, is not for the exclusive use of either the City or the CMAR, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

4.3.15.2 The CMAR shall not sequester shared Float time through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Final Acceptance date.

4.3.15.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CMAR, etc.). In such an event, the CMAR shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Contract Time is also exceeded.

ARTICLE 5 - CONTRACT PRICE

5.0 General

5.0.1 The CMAR agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved Guaranteed Maximum Price.

5.1 Contract Price

5.1.1 The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as Exhibit A an amount of \$ 1,379,179.09.

5.1.2 Guaranteed Maximum Price is composed of the not-to-exceed lump sum amounts defined in Exhibit A. The CMAR is at risk to cover any additional Project costs.

5.1.2.1 The Cost of the Work is lump sum. The Guaranteed Maximum Price shall be based on the GMP Plans and Specifications. The GMP Plans and Specifications shall consist of the documents and agreed-upon design clarifications listed in exhibits to the Approved GMP Proposal. The CMAR Contingency shall be broken down into separate amounts for each phase. When the CMAR receives final, permitted plans and specifications for all phases and final bids from suppliers and subcontractors, the CMAR shall reconcile his Cost of Work for all phases with the GMP. Should the Cost of Work based on the final, permitted plans and Specifications for all phases exceed the Cost of Work in the GMP for all phases combined, the CMAR shall utilize its CMAR Contingency to fund any overage. Should the Cost of Work based on the final, permitted plans and Specifications for all phases combined, be less than the Cost of Work in the GMP for all phases, the CMAR shall provide a deductive Change Order to the Contract for this amount.

5.1.2.2 The General Conditions Costs and the Construction Fee are firm fixed lump sums.

5.1.2.3 CMAR's Contingency is a fund to cover cost growth during the project used at the general discretion of the CMAR, with City approval, usually from costs that result from project circumstances.

5.1.2.3.1 At the time that CMAR's Contingency is used by the CMAR, the appropriate markups for overhead and profit will be applied.

5.1.2.3.2 When the CMAR utilize CMAR's Contingency funds, the CMAR shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CMAR shall deduct the amount of CMAR's Contingency funds used from the CMAR's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CMAR's Contingency funds are used for a new line item that was not given with the original schedule of values, a revised schedule of values shall be submitted to document this.

5.1.2.4 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a firm fixed lump sum.

5.1.3 Owner's Contingency funds to be used at the sole discretion of the City. Owner's Contingency will be added to the Contract Price to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. At the time that Owner's Contingency is used, the appropriate markups per Article 6 will be applied.

5.1.4 The GMP is subject to adjustments made in accordance with Article 6 and by Change Orders to this Agreement.

5.1.4.1 GMP Change Orders are cumulative except for contingency.

5.1.4.2 If the GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Section 6.6.

ARTICLE 6 - CHANGES TO THE CONTRACT PRICE AND TIME

6.0 Delays to the Work

6.0.1 The Contract Times may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to City promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 6.0.1.

6.0.2 All time limits stated in the Contract Documents are of the essence of this Agreement.

6.0.3 An extension in Contract Time will not be justified unless CMAR, through analysis of the Record Schedule, demonstrates delay in completing all or a specified part of the Work arising from unforeseeable causes beyond the control and without the fault or negligence of CMAR, and the delay is unreasonable under the circumstances. Examples of events which may justify an extension of Contract Time, subject to the requirements of the Contract Documents, include: acts of God, the public enemy, or City in its sovereign capacity; acts of the U.S. Government, the State or another Political Subdivision; fires, floods, epidemics, quarantine restrictions; strikes, freight embargoes, unusual weather, including storms, tornados, etc. (unusual in the sense of expectation, frequency or severity compared with the prior 5-year

average; but ambient air temperature up to 125°F shall not be considered unusual); unusually severe shortages of construction materials, considering all feasible sources of supply; newly discovered Underground Utilities; objection, for City's convenience, to a nominated Subcontractor; an emergency; suspension of Work resulting from discovery of archaeological features; changes in the Work, differing site conditions or variation in quantities of Unit Price Work. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CMAR.

6.0.4 If CMAR is prevented from completing any part of the Work within the Contract Times for unforeseeable causes beyond the control of both City and CMAR, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be CMAR's sole and exclusive remedy for the delay. In no event shall City be liable to CMAR, any Subcontractor, any Manufacturer, any Supplier, any person, any firm, any corporation, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (a) delays caused by or within the control of CMAR, or (b) delays beyond the control of both parties as specified in paragraph 6.0.3.

6.1 Differing Site Conditions

6.1.1 Differing Site Conditions shall be addressed in accordance with MAG Standard Specification Section 104.2.

6.2 Errors, Discrepancies, and Omissions

6.2.1 If the CMAR observes errors, discrepancies or omissions in the Contract Documents, he shall promptly notify the City and request clarification.

6.2.2 If the CMAR proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, he does so at his own risk. Adjustments involving such circumstances made by the CMAR prior to clarification by the City shall be at the CMAR's risk.

6.3 City Requested Change in Work

6.3.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.3.2 Such alterations and changes shall be addressed in accordance with MAG Standard Specifications Section 104.2.

6.4 Change Orders

6.4.1 City and CMAR shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Order. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.4.2 All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.5 Minor Changes in the Work

6.5.1 The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CMAR. The CMAR shall carry out such written orders promptly.

6.5.2 Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times. (Minor changes for this purpose of this section shall be defined as changes under \$500.00).

6.6 Extra Work

6.6.1 The CMAR shall perform such extra work and charge the Owner at actual cost of labor and materials. The CMAR shall have the right to add not more than 5% to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage shall include all of the CMAR's charges for overhead, profit, administration and supervision. A 15% mark-up for overhead, profit, administration and supervision may be added to the CMAR's cost of labor and materials for extra work authorized to be done by his own forces. The Subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed 15% of cost of labor and materials. The CMAR and Subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above.

6.6.2 For work omitted from Contract: If Contract Agreement has been previously increased by Change Order for additional work, then overhead and profit will be deducted for omitted work; if revised Contract Price will be less than original Contract amount, then overhead expenses and profit will not be deducted as part of the deductive Change Order for work omitted.

6.6.3 Where extra work involves both added and omitted work, the overhead, profit, administration and supervision figures specified above shall be added only to the increased amount over the original Contract Price.

6.7 Contract Modifications

6.7.1 Any agreement which modifies the terms of the contract (including Change Orders) shall be approved in writing by the City. Once properly executed by both parties, these modifications to the contract shall have the same effect as if they had been included in the original contract. Signature by the contracting parties shall constitute full accord and satisfaction between the City and the CMAR for all costs, damages, and expenses of whatever kind or nature, including delay, impact or acceleration damages, which may be occasioned by the modification.

6.8 Emergencies

6.8.1 In any emergency affecting the safety of persons and/or property, CMAR shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Division shall be determined as provided in this Article.

ARTICLE 7 - PROCEDURE FOR PAYMENT

7.0 Payment Procedure

7.0.1 Payment for the specific work under this Agreement will be made in accordance MAG Standard Specification Section 109 as amended by the City of Kingman.

7.1 Record Keeping and Finance Control

7.1.1 As it relates to Contract "Allowances" or cost based change orders, records of the CMAR's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CMAR shall be kept on a generally recognized accounting basis. The City, its authorized representative, and/or the appropriate agency, reserve the right to audit the CMAR's records, as it relates to Allowances or cost based change orders, in compliance with local, state or federal policies, statutes or at the City's discretion, within (3) years of Final Acceptance of the Work.

7.1.2 The CMAR shall include a provision similar to paragraph 7.1.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers, who have reimbursable GMP type contracts, providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate agency, has access to the Subconsultants', Subcontractors', and Suppliers' records.

ARTICLE 8 - CLAIMS AND DISPUTES

8.0 Dispute Avoidance and Resolution

8.0.1 Dispute resolution shall proceed in accordance with MAG Standard Specifications Section 110.

8.1 Duty to Continue Performance

8.1.1 Unless provided to the contrary in the Contract Documents, CMAR shall continue to perform the Work and City shall continue to satisfy its payment obligations to CMAR, pending the final resolution of any dispute or disagreement between CMAR and City.

8.2 Representatives of the Parties

8.2.1 City's Representatives

8.2.1.1 City designates the individual listed below or his designee as its Senior Representative (Level III), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Greg Henry, City Engineer

8.2.1.2 City designates the individual listed below as its City's Representative (Level II), which individual has the authority and responsibility set forth in MAG Section 110:

Michel Prior, Assistant City Engineer

8.2.1.3 City designates the individual listed below as its City's Representative (Level I), which individual has the authority and responsibility set forth in MAG Section 110:

Wayne Welch, Engineering Technician Supervisor

8.2.2 CMAR's Representatives

8.2.2.1 CMAR designates the individual listed below as its Senior Representative (Level III), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

William Freiday

8.2.2.2 CMAR designates the individual listed below as its CMAR's Representative (Level II), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Bob Freiday

8.2.2.3 CMAR designates the individual listed below as its CMAR's Representative (Level I), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Dave Padilla

ARTICLE 9 - SUSPENSION AND TERMINATION

9.0 Suspension and Termination

9.0.1 The City may suspend or terminate this contract in accordance with MAG Specifications Section 105 and 108.

ARTICLE 10 - INSURANCE AND BONDS

10.0 Insurance Requirements

10.0.1 THE INSURANCE REQUIREMENTS ATTACHED TO THIS AGREEMENT SHALL BE REQUIRED FOR USE ON THIS PROJECT AS SHOWN BELOW.

10.0.2 PERSONAL OR INDIVIDUAL BONDS ARE NOT ACCEPTABLE.

10.0.3 CMAR and Subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the CMAR, his agents, representatives, employees or Subcontractors.

10.0.4 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.5 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CMAR from liabilities that might arise out of the performance of the work under this Agreement by the CMAR, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. CMAR is free to purchase such additional insurance as may be determined necessary.

10.0.6 Minimum Scope And Limits Of Insurance. CMAR shall provide coverage with limits of liability not less than those shown below:

10.0.7 Commercial General Liability.

10.0.7.1 Commercial general liability shall be written on an occurrence basis and covering liabilities arising out of construction of the project herein. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract. Policy shall not exclude explosion, collapse, underground (XCU) hazards, nor the products and completed operations hazards, or inadvertent construction defects, and shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage, but not limited to, the liability assumed under the indemnification provisions of this contract. Products and completed operations liability coverage shall be maintained throughout the contract and shall extend for a period not less than five years following acceptance of the project. Contractual liability applies to the hold-harmless provisions of the contract between the named insured and agreements the insured makes in connection with insured operations. Minimum coverage limit shall be no less than \$1,000,000 CSL. If the policy has an aggregate limit, that limit shall not be less than \$2,000,000.

10.0.8 Automobile Liability.

10.0.8.1 Commercial auto liability includes auto hazards for the owned, non-owned and hired, leased rented, borrowed or otherwise, assigned to or used in connection with the construction of the project. Minimum coverage limit shall be no less than \$1,000,000 CSL.

10.0.9 Worker's Compensation and Employers' Liability

10.0.9.1 CMAR shall maintain Worker's Compensation insurance at the statutory level.

10.0.9.2 Employer's Liability shall be at a minimum of \$1,000,000 each accident, \$500,000 disease policy limits, \$100,000 each employee.

10.0.10 Pollution Liability

10.0.10.1 Pollution liability is to be written on an occurrence form basis. If the policy is written on a claims made basis, CMAR shall continue such coverage, either through policy renewals or the purchase of an extended discovery period for three years from the project acceptance date. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must not be later than the date of the commencement of any construction. Minimum coverage limits shall not be less than \$1,000,000 each occurrence. If the policy has an aggregate limit, that limit shall not be less than \$1,000,000.

10.0.11 Professional Liability

10.0.11.1 The CMAR shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CMAR or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$2,000,000 all claims. Any subconsultant to the CMAR providing professional licensed or certified services where the information developed by the professional will be used in a decision making process as part of the project shall be required to provide Professional Liability Insurance in the same limits. Evidence of such insurance shall be provided to the Owner.

10.0.12 Excess Liability

10.0.12.1 When excess liability insurance is used to supplement the required insurance limits below, the excess liability insurance must be "follow form" equal or broader in coverage scope as the underlying insurance.

- Construction projects up to five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in Commercial General Liability coverage limits. Where the commercial general liability per occurrence policy is less than \$5,000,000, excess liability limits must be purchased so that the total combined policy limits meet or exceed \$5,000,000.

10.0.13 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

10.0.13.1 All policies, except for the Workers' Compensation, Employers' Liability, and Professional Liability policies shall contain endorsements naming the City of Kingman and its officers, employees, agents and volunteers, and the Design Professional as additional insureds with respect to liabilities arising out of the performance of services herein. On insurance policies where the City of Kingman and the Design Professional are named as an additional insured, the City of Kingman and the Design Professional shall be an additional insured to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Agreement.

10.0.13.2 The CMAR's insurance coverage except for workers compensation and employers liability shall be primary insurance and non-contributory with respect to all other available sources maintained by the City.

10.0.13.3 The insurance Coverage provided by the CMAR shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.0.13.4 Notice Of Cancellation. Each insurance policy required under this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits. Should limits or coverage change, thirty (30) days prior written notice shall be provided to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.0.13.5 Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with a 2004 "A.M. Best" rating of not less than A-. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CMAR from potential insurer insolvency.

10.0.14 Verification Of Coverage.

10.0.14.1 Any failure, actual or alleged, on the part of the City to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the City.

10.0.14.2 All certificates of insurance and policy endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project and/or beyond project acceptance as required herein. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this contract.

The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. If a policy does expire during the life of the project, a renewal certificate of insurance and policy endorsements will be sent to the City of Kingman not less than five (5) days prior to the expiration date. If a policy is to be cancelled, changed or not renewed, a proper notice of such action will be sent to the City not less than thirty (30) days prior to any such action by the insurance company.

Certificate of Insurance, Endorsements, and Notice(s) shall be sent to:

City of Kingman
Engineering Department
310 N. 4th Street (mail)
220 N. 4th Street (physical)
Kingman, Arizona 86401

10.0.14.3 Subcontractors. CMAR shall ensure all Subcontractors performing work under this contract secure and maintain all insurance coverages (including worker's compensation) and other financial sureties required by the laws of this state and within the scope of their services in connection with their presence and the performance of their duties pursuant to this contract. CMAR shall be responsible for ensuring that all Subcontractors endorse CMAR and the City of Kingman as additional insured and that all Subcontractors shall maintain products and completed operations liability insurance for not less than one (1) year following the acceptance date.

10.1 Bonds and Other Performance Security

10.1.1 Prior to execution of this Agreement, the CMAR shall provide a performance bond and a labor and materials bond, each in an amount equal to the full amount of the GMP set forth in this Agreement or changed by subsequent Change Order.

10.1.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

10.1.3 The bonds shall be made payable and acceptable to the City.

10.1.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.1.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CMAR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.1.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarter by the "2004 Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

ARTICLE 11 - INDEMNIFICATION

11.0 CMAR's General

11.0.1 To the fullest extent permitted by law, the CMAR shall indemnify and hold harmless the City of Kingman, its agents, its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs relating to or arising out of this agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the CMAR or any such contractor, subcontractor or design professional or other persons employed or used by the CMAR or any such contractor, subcontractor or design professional in the performance of the contract or subcontract.

11.0.2 In any and all claims against the indemnified parties by any employee of the CMAR, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in this article on INDEMNITY shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CMAR, or any subcontractor, or any supplier or other person under workmen's compensation acts, disability benefit acts, or other employee acts.

11.0.3 The CMAR shall also indemnify and hold harmless the City of Kingman, the Design Professional, the Owner's representative, any jurisdiction or agency issuing permits for any work involved in the project, and their consultants, and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs, including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CMAR to faithfully perform the work and all of the work and all of the CMAR's obligations under the contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

11.0.4 The indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of this Agreement.

11.0.5 The CMAR shall have no obligation to indemnify under this contract to the extent such claims, damages, losses and expenses are caused by the sole negligence of a party indemnified hereunder.

ARTICLE 12 - GENERAL PROVISIONS

12.0 Contract Documents

12.0.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.0.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in accordance with MAG Section 102.2

12.0.2.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small-scale drawings.

12.0.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract.

12.0.3.1 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.0.3.2 The Contract Documents form the entire agreement between City and CMAR and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.0.3.3 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

12.1 Time is of the Essence

12.1.1 City and CMAR mutually agrees that time is of the essence with respect to the dates and times set forth in the Contract Documents. Adjustments to contract time shall be in accordance with Article 4.

12.2 Mutual Obligations

12.2.1 City and CMAR commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.3 Cooperation And Further Documentation

12.3.1 The CMAR agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.4 Assignment

12.4.1 Neither CMAR nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.5 Successorship

12.5.1 CMAR and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.6 Third Party Beneficiary

12.6.1 Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CMAR and not for the benefit of any other party.

12.7 Governing Law

12.7.1 The Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought in the Superior Court, Mohave County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

12.8 Severability

12.8.1 If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.9 Compliance with Laws

12.9.1 The CMAR understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CMAR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees." Under the provisions of A.R.S. §41-4401, CMAR hereby warrants to the City that the CMAR and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

12.9.1.1 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the CMAR to penalties up to and including termination of this Contract at the sole discretion of the City.

12.9.1.2 The City retains the legal right to inspect the papers of the CMAR, any Contractor or Subcontractor's employee who works on this Contract to ensure that the CMAR or Subcontractor is complying with the Contractor Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the CMAR and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The CMAR and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The CMAR and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

12.9.1.3 Neither the CMAR nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the CMAR or Subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

12.9.2 The CMAR is hereby advised that the City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the City, to ensure the safety and health of employees working on City projects.

12.9.3 The CMAR shall require a drug free workplace for all employees working under the Contract. Specifically, all employees of the CMAR who are working under a contract with the City shall be notified, in writing, by the CMAR that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. Failure to require a drug free workplace in accordance with the Policy may result in termination of the Contract and possible debarment from bidding on future City projects.

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

12.9.5 The CMAR, will, in all solicitations or advertisements for employees placed by or on behalf of the CMAR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

12.9.6 The CMAR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the CMAR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.9.7 The CMAR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CMAR will furnish to the City all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

12.9.8 In the event of the CMAR's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the CMAR may be declared ineligible for further City contracts or Federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rules or order of the Secretary of Labor, or as otherwise provided by law.

12.9.9 The CMAR will include the provisions of paragraphs 12.9.1 through 12.10.8 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CMAR will take such action with respect to any subcontractor or purchase order as the Department of Health and Human Services may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided however, that in the event the CMAR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Health and Human Services, the CMAR may request the United States to enter into such litigations to protect the interests of the United States.

12.10 Legal Requirements

12.10.1 CMAR shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

12.10.2 It is not the CMAR's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CMAR recognizes that portions of the Construction Documents are at variance therewith, the CMAR shall promptly notify the City in writing, describing the apparent variance or deficiency.

12.11 Independent Contractor

12.11.1 The CMAR is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CMAR shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.12 City's Right Of Cancellation

12.12.1 All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

12.13 Survival

12.13.1 All warranties, representations and indemnifications by the CMAR shall survive the completion or termination of this Agreement.

12.14 Covenant Against Contingent Fees

12.14.1 The CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.15 No Waiver

12.15.1 The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.16 Notice

12.16.1 Unless otherwise provided, any notice, request, instruction or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CMAR: William Freiday, 3360 Bank St, Kingman, AZ 86401 (fax 928-757-4638)

to City: Greg Henry, 310 N. 4th Street, Kingman, AZ 86401 (fax 928-753-8118)

Copy to: Michel Prior, 310 N. 4th Street, Kingman, AZ 86401 (fax 928-753-8118)

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

12.17 Hazardous Materials

12.17.1 Unless included in the Work, if the CMAR encounters onsite material which he reasonably believes to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Public Health Laws, he shall immediately stop work and report the condition to the City.

12.17.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CMAR shall not resume work in the affected area until the material has been abated or rendered harmless. The CMAR and the City may agree, in writing, to continue work in non-affected areas onsite.

12.17.3 An extension of Contract Time may be granted in accordance with Article 6.

12.17.4 The CMAR will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.18 Traffic Control

12.18.1 CMAR will comply with all City of Kingman and Mohave County traffic barricade requirements and any other traffic control provisions as may be provided in the technical specifications.

12.19 CMAR's Affidavit

12.19.1 CMAR shall submit a signed copy of the CMAR's Affidavit Regarding Settlement of Claims, attached as Exhibit B, prior to final payment.

12.20 Necessary Work Done By City Forces

12.20.1 During the construction of this project, if the CMAR fails to comply with a request of the Inspector or is unable to comply with said request, and it is necessary for City forces to do work that is normally the CMAR's responsibility, the City shall be reimbursed by the CMAR. Each incident requiring work by City forces shall be covered by a separate billing.

12.20.2 The amount of each billing shall be either \$250 or the actual accumulated charges for employees' time, materials, and equipment, whichever is greater. Employees' time will be billed at each individual's hourly rate plus the applicable City overhead rate. Any materials used will be billed at cost. Equipment rates will be based on the most recent schedule of equipment rental rates for force account work, as approved by the Arizona Department of Transportation.

12.21 Equipment Rental Rates For Actual Cost Work

12.21.1 Compensation for equipment used on Actual Cost Work (M.A.G. U.S.S. 109.5.1) shall be paid in accordance with the Arizona Department of Transportation (A.D.O.T.) "Standard Specifications for Road and Bridge Construction," latest edition, Section 109.04(D)(3), except as follows:

The Rate Adjustment factors for year of manufacture shall be as published in the Dataquest Blue Book.

The Regional Adjustment Factor for climate and regional costs shall apply as published in the Blue Book.

Overtime and Shift rates shall be as follows:

- a. Overtime - at the rate of 1/176th of the monthly rate plus operating costs.
- b. Double Shift (16 hours per day) - the first 8-hour shift shall be at 1/176th of the monthly rate plus operating costs; the second 8-hour shift shall be at 50-percent of 1/176th of the monthly rate plus operating costs.
- c. Triple Shift (24 hours per day) - the first two shifts as b). above; the third shift shall be at 50-percent of 1/176th of the monthly rate plus operating costs.

12.21.2 Compensation under these procedures shall apply to CMAR/ subcontractor-owned equipment only. Leased or rented equipment costs will be compensated as specified in A.D.O.T. 109.04(D)(3)(c).

12.22 Shop Drawings

12.22.1 The City shall advise the CMAR for items requiring submittal for review and/or submittal as Product Data.

12.22.2 The CMAR shall prepare and submit shop drawings which show details of all work to insure proper installation of the work using those materials and equipment specified under the approved plans and specifications.

12.22.3 A schedule of shop drawing submissions shall be submitted with the GMP. Unless otherwise noted, shop drawings will not be required for items specified or detailed in the Uniform Standard Specifications and details or the Technical Specifications. The schedule of shop drawing submissions shall include as a minimum, but not limited to the following:

Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- a. All working and erection dimensions.
- b. Arrangements and sectional views.
- c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts list and description thereof.

Each Drawing or page shall include:

1. Project name, City of Kingman Project Number and descriptions.
2. Submittal date and space for revision dates.
3. Identification of equipment, product or material.
4. Name of CMAR and Subcontractor.
5. Name of Supplier and Manufacturer.
6. Relation to adjacent structure of material.
7. Physical dimensions, clearly identified.
8. ASTM and Federal Specifications references.
9. Identification of and justification for deviations from the Contract Documents.
10. CMAR's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
11. Location at which the equipment or materials are to be installed.

12.22.4 Location shall mean both physical location and location relative to other connected or attached material. The City will return unchecked any submittal, which does not contain complete data on the work and full information on related matters.

12.22.5 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

12.22.6 The CMAR shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow his suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

12.22.7 If the shop drawings show departures from the Contract requirements, the CMAR shall make specific mention thereof in his letter of transmittal, otherwise review of such submittals by the City shall not constitute review of the departure. Review of the drawings shall constitute review of the specific subject matter for which the drawings were submitted and not of any other structure, materials, equipment, or apparatus shown on the drawings.

12.22.8 The review of shop drawings will be general and shall not relieve the CMAR of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract. No construction called for by shop drawings shall be initiated until such drawings have been reviewed and approved by the City.

12.22.9 The procedure in seeking review of the shop drawings shall be as follows:

- a. The CMAR shall submit three (3) complete sets of shop drawings and other descriptive data with one copy of a letter of transmittal for review by the City. The CMAR shall submit shop drawings to the Engineering Department for the City's review. Drawings submitted for review shall be folded to approximately 9 inches by 12 inches. A full size PDF electronic copy of the drawings shall accompany each submittal.
- b. Drawings or descriptive data will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit," or "Rejected," and one copy with a Letter of Transmittal will be mailed to the CMAR at an address designated by the CMAR.
- c. If a shop drawing or data is stamped "No Exceptions Taken" or "Make Corrections Noted", no additional submittal is required for that shop drawing.
- d. If a shop drawing or data is stamped with any other response, the CMAR shall make the necessary corrections and resubmit the documents, marked with the original submittal number followed by a number or letter indicating the re-submittal number. The letter transmitting corrected documents shall indicate that the documents are resubmittals.
- e. If any corrections, other than those noted by the City, are made on a shop drawing prior to resubmittal, such changes should be pointed out by the CMAR upon resubmittal.
- f. The CMAR shall revise and resubmit the shop drawing as required, until they are stamped either "No Exceptions Taken" or "Make Corrections Noted."
- g. After the CMAR's submittal or resubmittal of shop drawings, the City shall be provided with thirty (30) calendar days for review by the City or Design Professional. Should the review require additional review time above and beyond the stated thirty (30) calendar days, the CMAR may ask for a time extension without monetary compensation, if they can present valid, factual evidence that actual damages were incurred by the CMAR. The City shall determine the amount of the time extension to be awarded the CMAR.
- h. The CMAR shall not install any materials or equipment until the shop drawings have attached either "No Exceptions Taken" or "Make Corrections Noted" status.

12.22.10 The CMAR shall be responsible for all extra costs incurred by the City caused by the CMAR's failure to comply with the procedure outline above. In addition, if any item of material or equipment requires more than three submittals to attain "No Exceptions Taken" or "Make Corrections Noted" status the Design Professional making the review will record the time for reviewing subsequent submittals requiring review and approval and the CMAR shall reimburse the City for the Design Professional's charges for such time. In the event that CMAR requests a substitution for a previously approved item, CMAR shall reimburse City for Design Professional's charges for such additional review time unless the need for such substitution is beyond the control of the CMAR.

12.23 Date Of Final Acceptance And Beginning Of Warranty Period

12.23.1 The date of final acceptance and beginning of the warranty period shall be the date upon which the owner indicates completion and acceptance of the work. This date will represent the completion date for each phase of the project, irrespective of early completion by some subcontractors of their work.

12.23.2 No partial acceptance, no partial Certificate of Substantial Completion and no partial occupancy shall be approved by the City.

12.23.3 Final acceptance will not be issued until all items of work, including punch list items, have been completed.

12.24 Payment For Stored Materials

12.24.1 The City will not pay for materials stored on site unless the material is properly stored, and the material has been paid for. The CMAR shall submit copies of invoices marked, "PAID", or other proof acceptable to the City indicating that the material, has in fact been paid for.

12.24.2 No payments will be made for any material stored offsite, whether it has been paid for or not, unless the location has been agreed upon by the CMAR and the City and the site is properly secured against theft, vandalism, and other losses.

12.25 The Clean Air Act

12.25.1 The CMAR shall comply with the Clean Air Act, as amended (42 USC 1857) and Executive Order 11288; and the Federal Water Pollution Control Act, as amended (33 USC 1251); and all applicable standards, orders and regulations issued pursuant thereto. The Owner agrees to report all violations thereof to the Environmental Protection Agency and specifically to comply with the following:

12.25.1.1 For the purpose of this paragraph, the term "facility" means (1) any building, installation, structure, location or site or operations, (2) owned, leased, or supervised (3) by the Owner or its CMARs and latter's subcontractors (4) for the construction, supply and service contracts entered into by the Owner for the purpose of accomplishing this project.

12.25.1.2 The Owner and CMAR agree to comply with the Clean Air Act and the Federal Water Pollution Control Act during the accomplishment of this project and specifically agree to the following:

12.25.1.3 That any facility to be utilized in the accomplishment of this project is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.2;

12.25.1.4 That in the event a facility utilized in the accomplishment of this project becomes listed on the EPA List, the Government may, inter alia, cancel, terminate for default, or suspend for such failure, in whole or in part, the agreement;

12.25.1.5 That it will comply with all other requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, as amended, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively and all regulations and guidelines issued thereunder;

12.25.1.6 That it will promptly notify the Government of the receipts of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this project is under consideration for listing on the EPA List of Violating Facilities;

12.25.1.7 That it will insert in any of its contracts and require insertion in subcontracts entered into for the purpose of accomplishing this project, unless otherwise exempted pursuant to the EPA regulations implementing the Clean Air Act and the Federal Water Pollution Control Act (40 CFR, Part 15.5e) provisions which shall include the criteria and requirements set forth in this paragraph, including this Subparagraph (5).

12.25.1.8 All pertinent rules and regulations issued under and pursuant to the National Environmental Policy Act of 1969 as amended (P.L. 90-190) (42 USC 4321); the National Historic Preservation Act of 1966 (80 Stat. 16 USC 470); the Wild and Scenic Rivers Act P.O. 90-542 as amended, and Executive Order No. 11593 of May 31, 1971.

12.26 Project Closeout

12.26.1 Prior to the final payment to the CMAR, the CMAR shall furnish to the City Project Representative for review the following written guarantees, warranties, manuals and equipment lists.

WRITTEN GUARANTEES

- CMAR - One (1) year.
- Asphalt paving, coatings, earthwork, and all other subcontractors - One (1) year.
- Any special guarantees, period called out in applicable Special Provisions

12.27 Approved Applicators

12.27.1 Where specific instructions in these specifications require that a particular product and/or material(s) be installed and/or applied by an approved applicator of the manufacturer, it shall be the CMAR's responsibility to ensure that any Subcontractors used for such work be approved applicators.

12.28 Progress Meeting

12.28.1 At a time designated by the City, a Weekly Progress Meeting will be held at the job site. The CMAR, together with representatives of his major Subcontractors, shall attend, as will the City. The CMAR shall be responsible for notifying the Subcontractors of their required attendance. The purpose of these meetings is to discuss the job progress, and to resolve any problems that may have developed since the last meeting. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

12.29 Asbestos-Free Facility Material Certification

12.29.1 The installation or use of any materials containing a detectable quantity of asbestos for this project is strictly prohibited. A detectable quantity of asbestos is defined as any detectable amount of asbestos using the method specified in Appendix A, subpart F of 40 CFR Part 763 Section 1, Polarized Light Microscopy.

12.29.2 The CMAR is responsible for certifying that all materials installed and used for this project are free of any detectable quantities of asbestos. The certification is included as Exhibit C and covers all work and materials provided by the CMAR, his subcontractors or others under the direction of the CMAR. This certification must be signed, notarized and submitted prior to final payment.

12.29.3 The asbestos material prohibition shall supersede any material that might inadvertently be specified in the project plans. The City or his representative shall be notified in writing 7 days prior to ordering any material that may contain detectable asbestos if the Approved Plans specify the use of such a material. The City or its representative shall have the discretion to prohibit the use of any material containing detectable asbestos and shall approve or disapprove associated changes in costs. Should the CMAR install material containing detectable asbestos without notifying the City or his representative, the CMAR shall remove and replace such material with material not containing asbestos at no cost to the City.

12.30 Arizona Pollutant Discharge Elimination System (AZPDES)

12.30.1 This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) storm water requirements under the Arizona Department of Environmental Quality's (ADEQ) General Permit for Discharge from Construction Activities to Waters of the United States (Permit). Under provisions of the Permit, the CMAR shall be designated as the site operator who has day-to-day operational control of those activities at the project which are necessary to ensure compliance with the storm water pollution prevention plan or other Permit conditions. The CMAR shall be responsible for providing necessary materials and for taking appropriate measures to minimize pollutants in storm water runoff from the project.

12.30.2 The CMAR shall be responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) and for obtaining any required AZPDES permits for the construction projects.

12.30.3 The SWPPP shall be submitted to the City for approval prior to commencing construction. The SWPPP will be reviewed by the City only to ensure that it includes the information required by the Permit. Development and compliance with other components of the SWPPP are solely the CMAR's responsibility. The City's approval of the SWPPP applies only to its contents and is neither comprehensive nor does it make the City responsible for the CMAR's noncompliance. Upon approval, the City will partially prepare a Notice Of Intent (NOI) and give it to the CMAR. The CMAR shall complete, certify and submit the NOI to the ADEQ with a copy to the City. In addition, the CMAR shall submit a written certification to Engineering Construction that the NOI has been sent to the ADEQ. This certification shall be received no later than three (3) working days prior to commencing construction. The ADEQ address is:

Surface Water Permits Unit (M05415B-3)
ADEQ - Water Permits Section
1110 W. Washington Street
Phoenix, AZ 85007

12.30.4 If required for any of the projects, the lump sum bid item for "AZPDES Permit Compliance" listed in the GMP shall include all material, labor, and other incidental costs related to; (1) Preparing, updating, and changing the SWPPP; (2) Installation and maintenance of all structural and non-structural BMPs either identified in the SWPPP or specified by the City in the bid document; (3) all clean-up and disposal costs associated with clean-up and repair following storm events and other runoff or releases on the project; (4) Implementation and maintenance of other activities identified in the SWPPP (i.e. inspections, record keeping); (5) Preparation of the Notice of Intent and Notice of Termination. No additional payments will be made for these items.

12.30.5 It is the CMAR's responsibility to perform inspections of all storm water pollution control devices on the project in accordance with Permit requirements. The CMAR is also responsible for maintaining those devices in proper working order, including cleaning and/or repair. No separate payment will be made for such inspections, cleaning or repair.

12.30.6 All SWPPP reports required under this contract shall be made available to the public in accordance with the requirements of Section 308 (b) of the Clean Water Act. The storm water regulations require that the records be maintained at the construction site or that notice be provided indicating where the records are kept.

12.30.7 No condition of the AZPDES Permit shall release the CMAR from any responsibilities or requirements under other environmental statutes or regulations.

12.30.8 Within 30 calendar days after completion of all work (including final stabilization when applicable) the CMAR shall submit a completed and signed Notice of Termination (NOT) form to the ADEQ with a copy to the City, thereby terminating all AZPDES Permit coverage for the project. The City of Kingman will not be responsible for filing on behalf of the CMAR.

12.31 Temporary Utilities For Construction

12.31.1 "Temporary utility service" shall be defined as any utility service or usage by the CMAR prior to Final Acceptance of the Project by the City. For convenience, temporary utility services are classified as either "Type 1" or "Type 2". A "Type 1" service is a utility service established by the CMAR for his use during construction, which service will not become part of the permanent utility service lines for the facility. A "Type 2" service is a utility service line and/or meter, which will become part of the utility service lines for the facility. Any use of a Type 2 service or meter by the CMAR prior to final acceptance of the facility by the City is included in the definition of "temporary utility service". The CMAR shall be required to install and maintain both Type 1 and Type 2 temporary utility services as necessary for execution of the work under this contract.

12.31.2 In the case of Type 1 services, it shall be the CMAR's sole responsibility to make all arrangements as necessary for electric, telephone, gas, cable, water, and other utility services, as necessary for execution of the project work. The CMAR's responsibility shall include the setting of temporary power and telephone poles, the temporary extension of utility lines, and installation of meters. The CMAR shall pay all deposits, installation fees, service charges, usage charges, monthly flat rates, and all other expenses associated with such service for the duration thereof.

12.31.3 For Type 2 services, the CMAR shall install the service lines and meters for the facility as required by the project plans and specifications.

12.32 Utility Lines, Poles And Pedestals

12.32.1 CMAR is advised that work on this project is expected to require coordination with Utility Companies who own and operate both overhead and underground lines and poles. The coordination may include, but not be limited to the following activities; pedestal relocation, pole bracing, de-energizing of lines, and other temporary and permanent relocations. CMAR is responsible to contact the applicable Utility Company representative and discuss his proposed construction methods; in order to determine what temporary actions the Utility Company must take and the costs related to those actions. The CMAR shall include these costs in the GMP. CMAR will not be responsible for any local utility company costs for permanent relocation.

12.32.2 The primary and the backup representatives for this review and cost determinations are as follows:

<u>COMPANY</u>	<u>PERSONNEL</u>	<u>OFFICE PHONE</u>
Frontier Communications	Marc Loreque	928-757-0273
UniSource Electric Services	Marvin Yarbrough	928-681-8928

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

CITY OF KINGMAN, ARIZONA

Attest:

Richard Anderson, Mayor

Sydney Muhle, City Clerk

FREIDAY CONSTRUCTION, INC.

William Freiday, President

STATE OF ARIZONA)
)ss
County of _____)

The foregoing instrument was subscribed and sworn to before me this _____
day of _____, 2015, by_____.

Notary Public

My Commission Expires:

EXHIBIT A
APPROVED GMP PROPOSAL
(WITH ATTACHMENTS)

EXHIBIT A

FREIDAY CONSTRUCTION, INC.

GUARANTEED MAXIMUM PRICE

CITY OF KINGMAN WATER AND SEWER PROJECTS CMAR, PHASE ONE (ENG14-084)

Project No.	Description	Total
ENG12-013	Jagerson Avenue Water Line Extension	\$ 192,512.40
ENG13-054	Stirrup Drive Water Line Replacement	\$ 152,289.00
ENG14-105	Castle Rock Tank Rehabilitation	\$ 257,068.00
ENG08-084	Mohave Channel Sewer Line Extension	\$ 630,996.69
ENG14-090	Lovin Avenue Sewer Line Extension	\$ 68,559.00
ENG14-091	Colorado Avenue Sewer Line Extension	\$ 77,754.00
TOTAL GMP PHASE ONE:		\$ 1,379,179.09

EXHIBIT B

SETTLEMENT OF CLAIMS

**CITY OF KINGMAN, ARIZONA
PROJECT NO. _____**

**CMAR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS**

Date: _____

Projects No.: _____

To the City of Kingman, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right-of-lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Kingman against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever which said City may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20_____.

FREIDAY CONSTRUCTION, INC.

William Freiday, President

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this _____
day of _____, 20____, by _____.

Notary Public

My Commission Expires:

EXHIBIT C

ASBESTOS-FREE FACILITY MATERIAL CERTIFICATION

**CITY OF KINGMAN, ARIZONA
PROJECT NO. _____**

I _____, AS THE DULY AUTHORIZED REPRESENTATIVE FOR _____ CERTIFY THAT ALL MATERIALS INSTALLED AND USED BY THE UNDERSIGNED IN THE KINGMAN FACILITY PURSUANT TO THIS CITY OF KINGMAN PROJECT ARE FREE OF ANY LABORATORY DETECTABLE AMOUNTS OF ASBESTOS CONTAINING MATERIAL USING THE METHOD SPECIFIED IN APPENDIX A, SUBPART F OF 40 CFR PART 763 SECTION 1, POLARIZED LIGHT MICROSCOPY. THIS CERTIFICATION INCLUDES ALL MATERIALS* INSTALLED AND USED BY THE CMAR, ALL SUB-CONTRACTORS AND ALL OTHER CMARS PERFORMING WORK IN CITY OF KINGMAN FACILITIES, FOR WORK COMPLETED AS DESCRIBED BELOW:

THIS CERTIFICATION INCLUDES ALL WORK THAT WAS COMPLETED BY THE CMAR AND HIS SUBCONTRACTORS CONDUCTED BEGINNING ON _____ AND COMPLETED ON _____ UNDER CITY OF KINGMAN PROJECT NUMBER _____.

SIGNED: _____

Print Name

Title

Signature

Date

Name of CMAR

Incorporation Status

Arizona Contractor License Number

Name of Other Contractor or Sub-Contractor (if necessary)

Arizona Contractor License Number

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this _____
day of _____, 20____, by_____.

Notary Public

My Commission Expires:

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: John A. Dougherty, City Manager and Jackie Walker, HR Director

MEETING DATE: March 17, 2015

AGENDA SUBJECT: Discussion and direction to staff on filling City Magistrate position

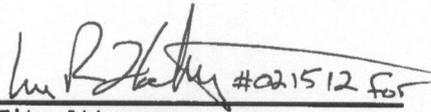
SUMMARY: Judge McCoy has submitted her letter of retirement effective June 30, 2015. Staff would like some direction from Council on how they would like to proceed and what qualifications they are looking for. As I'm sure you are all aware this is only one of three contractual employees that report directly to the Council and is hired by the Council, therefore, staff requests that Council discuss the process and provide direction on how they would like to proceed.

ATTACHMENT: Job description as currently written.

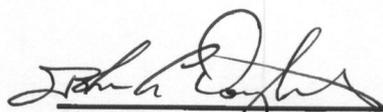
STAFF RECOMMENDATION: Staff recommendation is to be given direction as to how to proceed with this hiring process.

BUDGET IMPACT: Not doing a timely hire will impede the department but no long term impact anticipated.

Signature of Dept. Head



City Attorney
Approved as to form



City Manager's Review

AGENDA ITEM: 5a



City of Kingman
 310 N. Fourth Street, Kingman, AZ

Classification:	City Magistrate		
Department:	Court		
Accountable To:	Mayor and Council		
Created/Revised Date:		Band:	Contract
FLSA Status:	Exempt	Salary Grade:	

General Description of Position:

A judicial officer adjudicating misdemeanor cases, civil traffic violations, city ordinances and juvenile offenses to include: traffic, alcohol, curfew, truancy, possession of firearms, graffiti, tobacco and any city ordinance.

Distinguishing Characteristics:

Work is performed in accordance with the provisions of applicable laws and ordinances and is subject to a review by a higher court.

Supervision Received:

Work is performed independently and in accordance with the rules, regulations and policies of the Mayor and Council and in accordance with Arizona Revised Statutes, Arizona Rules of Court and Mohave County Superior Court and Supreme Court Administrative Orders.

Supervision Exercised:

Supervises the administration of the judicial and internal administrative functions of the municipal court including determining judicial assignments for each judge and, within guidelines established by City Council, establishing and maintaining standard working hours and times to effectively discharge those assignments; supervising judges and judicial and non-judicial staffs who directly affect the operation of the court; and delegating duties and responsibilities to judges, judicial and non-judicial personnel as necessary. Exercise such other administrative authority as necessary to maintain and enhance the ability of the court to do justice for all who come before the Court.

Essential Duties and Responsibilities: Essential Functions are not intended to be an exhaustive list of all responsibilities, duties and skills. They are intended to be accurate summaries of what the job classification involves and what is required to perform it.

- Adjudicating all complaints that are filed and within the jurisdiction of the Court.
- Perform administrative duties as delegated by the presiding judge of the county.
- Prepares the annual budget request for the court.
- Supervises and directs the activities of court staff, including assigning case loads, counseling in procedural matters, and evaluating performance. Hears and disposes of cases, including determining fines, setting bail, and issuing orders regarding the disposition of arrested persons; and determining sentences to be imposed. Analyzes evidence and data presented in court and applies existing law. Conducts legal research to determine applicable laws to a given set of circumstances. Prepares the departmental budget and controls expenditures.
- Establish docketing, calendaring and case management policies and procedures.
- Establish automation systems with the assistance and concurrence of the presiding judge of the county.
- Approves bonds and signs criminal warrants and other legal documents. Enters legal decisions into the court file. Establish bond schedules in coordination with the justices of the peace in the county and with the assistance of the presiding judge in the county.
- Shall comply with statistical reporting, jury management and records management policies and procedures established by the Supreme Court.
- Establish and implement standards and parameters for indigence screening, and guidelines for determination of indigence for the purpose of appointing a public defender.
- Conveys legal opinions to defendants, attorneys, and City Court staff. Elicits pertinent information and confines witnesses and litigants to relevant issues. Discusses the social implications of offenses with defendants. Confers with attorneys. Gives information on citizens' rights, and court procedures and policies. Responds to inquiries from the Mayor, City Council, and other public officials. Communicates with subordinates, other City employees, attorneys, representatives from other agencies, and the general public to establish and maintain effective working relationships.

Peripheral Duties:

--

Desired Minimum Qualifications:

Education and Experience:



City of Kingman
310 N. Fourth Street, Kingman, AZ

- Graduation from high school;
- Supplemental college courses in some branch of social science or public law;
- Familiarity with local city ordinances and Arizona criminal traffic codes and laws relating to juveniles.

Knowledge:

- Arizona criminal law, Kingman City ordinances, and related laws and regulations applicable to a city court; city court procedures and operational practices; various correctional methods and their successes; and underlying social factors involved in cases coming before the court.

Skills:

- Listening and determining facts, making decisions; and interpreting laws and applying them.

Abilities:

- Ability to establish effective working relationships with the public, the City Council, the City Staff and the presiding judge of the county; to maintain a fair and impartial attitude; uphold the integrity of the Court. Supervise and direct activities of staff; hear and dispose of cases; analyze evidence and data presented in court and apply existing law; review and supervise maintenance of trial docket; prepare and administer court budget; represent City Court at meetings within City and with other agencies.

Special Requirements/License/Certifications:

- Must complete 16 hours continuing education each calendar year;
- Must have Arizona Driver's License.

Work Environment:

The work environment characteristics attached to the job description are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Expected Behavior/Quality of Service:

Excellence is the responsibility of everyone at the City of Kingman. We lead by our core values in constant pursuit of excellence:

- **Commitment** – Dedicate oneself to consistent and excellent public service
- **Innovation** – Implement unique, creative and cost-effective solutions.
- **Communication** – Communicate in a positive, honest and productive manner
- **Integrity** – Adherence to high ethical standards, doing the right thing when no one is watching
- **Diversity** – Promote inclusiveness and impartiality throughout the organization
- **Personal Responsibility** – Take initiative to achieve excellence and accept accountability, uphold confidentiality, know when to report indiscretions and inappropriate actions even when it may be uncomfortable to do so, take responsibility for your work environment.
- **Respect** – Demonstrate a high regard for others, support each other, don't participate in gossip
- **Teamwork** – Promote and encourage cooperative efforts, open communication and trust, encourage positive feedback.

All City employees are expected to conduct themselves consistent and in support with the above values.

Selection Guidelines:

Submittal/review of employment applications, screening/rating of application in relation of training and experience to job description and overall presentation and job history/stability, oral interview, reference and background check. Supplemental job related tests may be required.

Disclaimer

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position. This job description is subject to change as the needs and requirements of the position changes.

Employee Sign-Off: I have read through the job description and have a good understanding of the requirements for my performance in this position and find it to be an accurate description of the demands of this position. I acknowledge it is incumbent upon me to seek clarification from my supervisor/manager for any questions I may have regarding the requirement/responsibilities of my position. I also acknowledge that I can fulfill the essential functions of my position. Should I need to seek reasonable accommodations, I acknowledge I will contact my supervisor/manager or Human Resources to pursue options.

Employee Signature:

Date:



City of Kingman
310 N. Fourth Street, Kingman, AZ

Employee Name (Printed):

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: John A. Dougherty, City Manager

MEETING DATE: March 17, 2015

AGENDA SUBJECT: Discussion and direction to staff on proposed new animal shelter.

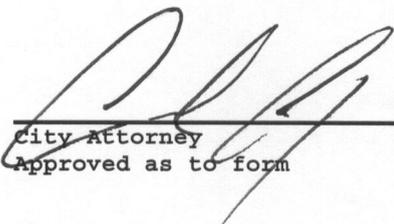
SUMMARY: It was reported in the Kingman Daily Miner that the City has been talking with the County about the inadequate size of the current animal shelter. The Council needs to be briefed and staff given direction if this is an item that we need to budget for in the capital improvement projects.

ATTACHMENT: None

STAFF RECOMMENDATION: Staff has no recommendation but would like direction from Council whether this is something we need to plan on for FY15-16.

BUDGET IMPACT: To be determined by Council.

Signature of Dept. Head



City Attorney
Approved as to form



City Manager's Review

AGENDA ITEM: 5b

CITY OF KINGMAN COMMUNICATION TO COUNCIL



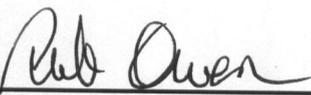
TO: Honorable Mayor and Council Members

FROM: Public Works Department

MEETING DATE: March 17, 2015

AGENDA SUBJECT: Report on proposed interim improvements to the West Kingman I-40 Traffic Interchange.

SUMMARY: Arizona Department of Transportation, Kingman District staff and their engineering consultant EPS, will provide a presentation on proposed interim improvements to the West Kingman I-40 traffic interchange.



Signature of Dept. Head



City Attorney
Approved as to form



City Manager's Review

AGENDA ITEM: *Coa*

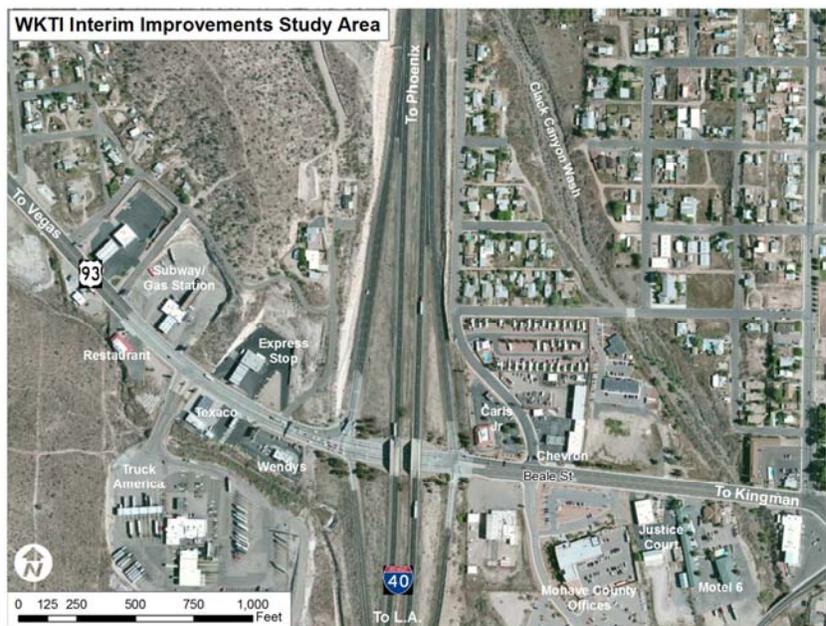
West Kingman Traffic Interchange (TI) Interim Improvement City Council Presentation



Tuesday, March 17, 2015
ADOT Project No. 040 MO 049 H8744 01D

Welcome and Agenda

- ▶ Project Overview
- ▶ Interim Improvements
- ▶ Project Schedule



Project Overview - History

I-40/US 93 West Kingman Traffic Interchange (WKTl)

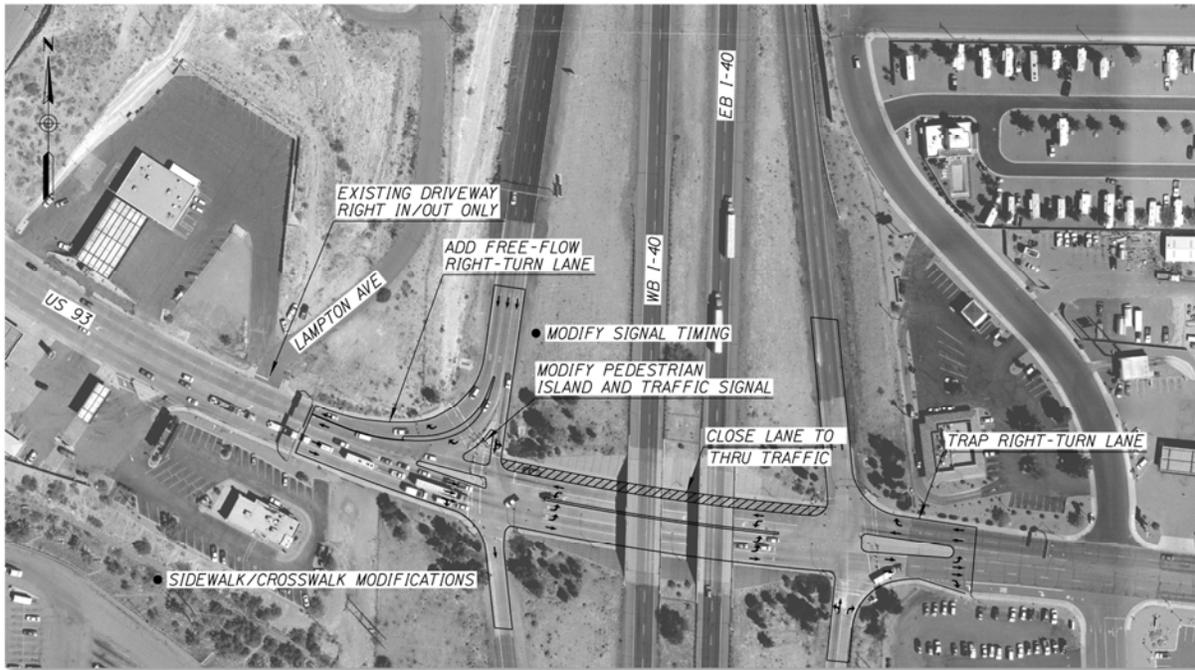
- ▶ US 93 is a principal route between I-40 and I-15
- ▶ Significant fluctuations in traffic volumes
- ▶ Has operational and safety concerns on US 93 & I-40
 - ▶ Traffic backs up westbound off-ramp onto WB I-40
 - ▶ Southbound (US 93) to eastbound (I-40) traffic experiences long queues
- ▶ The WKTl is the last remaining “bottleneck” location on the CANAMEX Corridor
- ▶ This segment of I-40 (between MP 49-MP 50) was identified in the 2012 Arizona Transparency Report as being a safety concern.

Project Overview - Purpose

ADOT, in partnership with the Federal Highway Association (FHWA), has been working on an ongoing study to investigate a new System TI between I-40 and US 93 near the existing Beale Street.

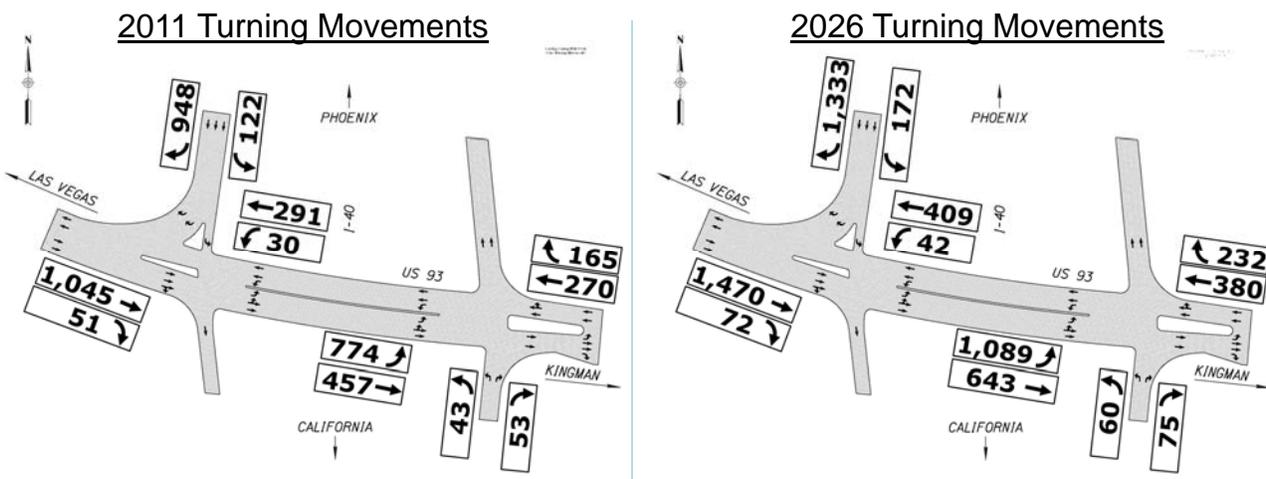
- ▶ System TI – no funding at this time
- ▶ Potential Interim Improvement identified during the study
- ▶ ADOT was authorized by FHWA to use Highway Safety Improvement Program (HSIP) funds to improve the existing Beale Street TI.

Proposed Interim Improvements



Project Overview – Traffic Analysis

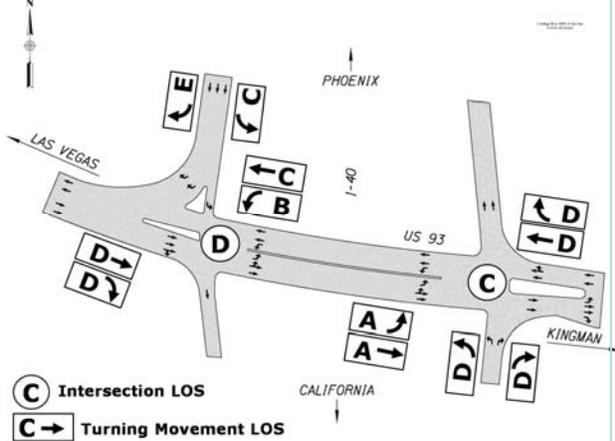
Measured and projected traffic volumes for 2011 and 2026, respectively. (Numbers represent peak hour traffic volumes.)



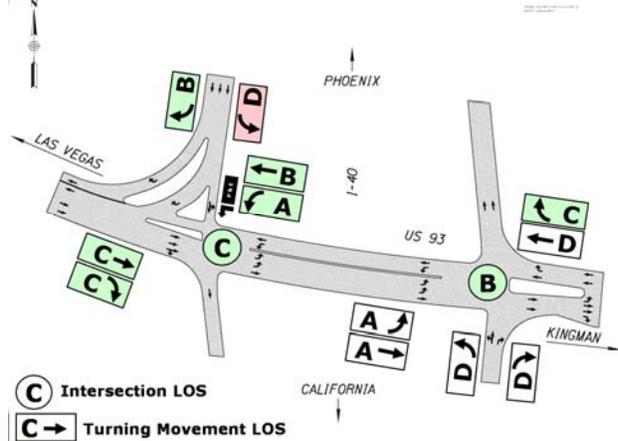
Project Overview – Traffic Analysis

Proposed interim improvements to the WKTJ were modeled using 2011 traffic volumes. Level of Service (LOS) grades were assigned to turning movements based upon driver delay.

No Build - 2011 LOS



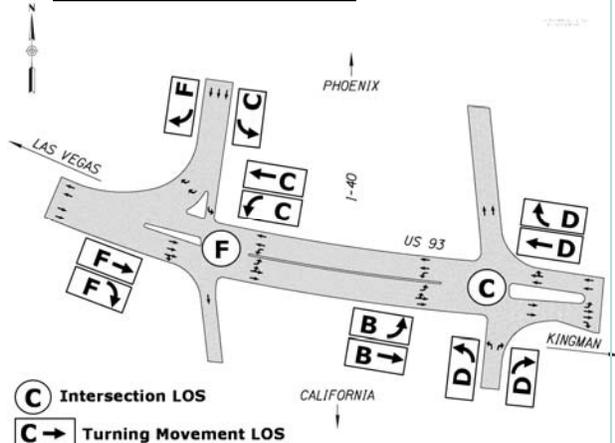
Proposed Improvement 2011 LOS



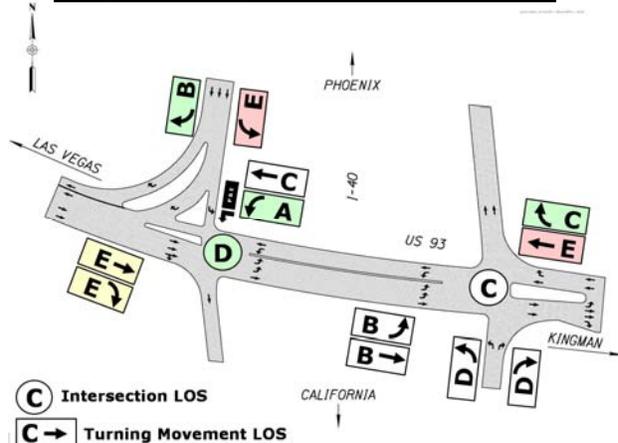
Project Overview – Traffic Analysis

The traffic model predicts that the proposed improvements will result in acceptable intersection levels of service through the year 2026.

No Build - 2026 LOS



Proposed Improvement 2026 LOS



Project Schedule

- ▶ Project Assessment – Complete
- ▶ Stage III Plans – January 2015
- ▶ Environmental Document – March 2015
- ▶ Stage IV Plans – April 2015
- ▶ Final Plans – June 2015

**Thank you
for your time**

CITY OF KINGMAN COMMUNICATION TO COUNCIL



TO: Honorable Mayor and Council Members

FROM: Engineering Services

MEETING DATE: March 17, 2015

AGENDA SUBJECT: DEPARTMENT REPORT FOR CIP PROJECTS ON EASTERN STREET-AIRWAY AVENUE CONNECTION, AND I-40/PROSPECTOR STREET CONCEPT STUDY

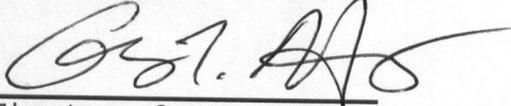
SUMMARY: At the last Council meeting staff was asked to provide a report on CIP projects for the Eastern-Airway Connection and the I-40/Prospector feasibility study. Both projects involve access across I-40 east of the railroad. Both projects should help with public safety response times to the east bench area.

Eastern-Airway: Eastern Street is currently the only legal access across I-40 on the east side of the railroad tracks. The connection of Eastern Street to Airway Avenue occurs in a residential area which has resulted in a number of concerns and complaints. Diamond Street and Yavapai Street are one way streets which make the connection from Airway Avenue via Kenwood Avenue to Eastern Street. This configuration was recommended as an interim solution in a 2007 Traffic Study by Southwest Traffic Engineers. The preferred recommendation was to connect Eastern Street to Airway Avenue at Lomalai Street. In 2008, the City acquired additional right of way along Lomalai Street in anticipation of the preferred alignment. The existing traffic signal at Yavapai Street can be moved to the Lomalai/Airway intersection. This project has been in the CIP books for several years.

In addition to access and traffic concerns, the Eastern Street pavement is failing and in need of repair/replacement. The segment south of I-40 receives a substantial amount of drainage which has contributed to the pavement damage. At the March 2 budget session, Council directed staff to include \$425,000 for design and right of way acquisition for the project.

I-40/Prospector Design Concept Report: The I-40/Prospector crossing will study the possibility of a secondary access under I-40 east of the railroad tracks. The new schools on Prospector Street north of I-40 generate a lot of traffic that originates from the residential subdivisions south of I-40. The traffic is currently funneled through on Eastern Street. The study will look for the best location to provide a crossing and identify right of way needs, traffic and drainage issues as well as estimated costs. The CIP budget for this project includes \$250,000 for the concept study.

ATTACHMENTS: CIP Sheets


Signature of Dept. Head


City Attorney
Approved as to Form


City Manager's Review

AGENDA ITEM: *6b*

**CITY OF KINGMAN
CAPITAL IMPROVEMENTS PROGRAM**

Eastside Improvements Airway &
Eastern

Public Works - Streets
Department

Project Title

Department

Rob Owen / Greg Henry
Contact Person

\$2,880,000
Estimated Cost

PROJECT COMPONENTS	2015	2016	2017	2018	2019	2020	TOTAL
COSTS							
Land & Right-of-Way		500,000					500,000
Design & Engineering		350,000					350,000
Construction			2,030,000				2,030,000
Equipment & Furnishings							0
Professional Services							0
Contingency							0
TOTAL	\$0	\$850,000	\$2,030,000	\$0	\$0	\$0	\$2,880,000
FUNDING							
Cash							0
Bonds							0
Grants							0
Developer Participation							0
Improvement District							0
Unfunded		850,000	2,030,000				2,880,000
TOTAL	\$0	\$850,000	\$0	\$0	\$0	\$0	\$2,880,000
FISCAL IMPACT							
FUND:							
Number of FTE's							0
Operating Costs							0
Operating Savings							0
Debt Service (If funded by bonds)							0
NET OPERATING IMPACT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT DESCRIPTION:							
Costs include widening Eastern to 3-lanes from Pasadena to Kenwood, and widen Kenwood to 3-lanes. Construct a new entrance from Kenwood to Airway on Lomalai Street.							
JUSTIFICATION:							
Addresses access restrictions and neighborhood impacts of current accesses from Diamond & Yavapai Streets.							
RELATION TO ADOPTED PLANS:							
COMMENTS:							
Project could be phased, Drainage Funds could be used for portion of the project.							

**CITY OF KINGMAN
CAPITAL IMPROVEMENTS PROGRAM**

Prospector Street I-40 Crossing
Project Title

Engineering
Department

Greg Henry
Contact Person

\$250,000
Estimated Cost

PROJECT COMPONENTS	2015	2016	2017	2018	2019	2020	TOTAL
<u>COSTS</u>							
Land & Right-of-Way							0
Design & Engineering							0
Construction							0
Equipment & Furnishings							0
Professional Services							0
Design Concept Report		250,000					250,000
Contingency							0
TOTAL	\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
<u>FUNDING</u>							
Cash							0
Bonds							0
Grants							0
Investment/Depr Fees							0
Developer Participation							0
Improvement District							0
Unfunded		250,000					250,000
TOTAL	\$0	\$250,000	\$0	\$0	\$0	\$0	\$250,000
<u>FISCAL IMPACT</u>							
FUND:							
Number of FTE's							0
Operating Costs							0
Operating Savings							0
Debt Service (If funded by bonds)							0
NET OPERATING IMPACT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT DESCRIPTION: This project will look at the feasibility of constructing Prospector Street beneath I-40 similar to Harrison Street.							
JUSTIFICATION: If Prospector Street were to cross I-40 similar to Harrison Street, it would help open access to the northeast quadrant. This would provide an alternative route for Public Safety vehicles as well. There will be no access to I-40.							
RELATION TO ADOPTED PLANS: This project is not reported in any adopted plans, however, the need for access to the northeast quadrant has been documented.							
COMMENTS: A Design Concept/Feasibility Report is the first step for this project.							