

**CITY OF KINGMAN
MEETING OF THE CITY COUNCIL
Council Chambers
310 N. 4th Street Kingman, AZ 86401**

5:00 PM

AGENDA

Tuesday, February 17, 2026

****A member of the City Council may be attending the meeting by telephone or video conference****

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

INVOCATION

Invocation will be given by Pastor Toni Henry of Kingman Nazarene 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. AWARDS/RECOGNITION

a. Women Making History Proclamation

2. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. 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. The Council may not respond to speakers during the call to the public. The Council may direct the City Manager to study the matter or request that the matter be placed on a future agenda.

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. Approval of the Work Session Meeting Minutes of January 27, 2026

b. Approval of the Regular Meeting Minutes of February 3, 2026

c. Approval of Resolution No. 5596- Call of the Primary Election/Designation of Election

Resolution No. 5596 will designate the date of July 21, 2026, as the date for the Primary Election for the purpose of nominating candidates for Mayor and three (3) 4-Year Term Council Members for the General Election, which will be held on November 3, 2026, and any additional propositions if necessary and as directed by Council. Any candidates receiving a majority of all the votes cast in the Primary Election will be declared elected without running at the General Election. It will also designate the deadline for voter registration and designate the place and last date for candidates to file nomination papers. Per A.R.S. § 16-226, the election must be called no later than 150 days before the date of the election. **Staff recommends approval.**

d. **Lead Copper Rule Revisions (LCRR) Field Verifications FY26**

The Environmental Protection Agency and the Arizona Department of Environmental Quality have implemented revisions to the Lead and Copper rule. The revisions require verification of the type of material for existing service lines by November 2027. This proposal with Felix Construction is to identify service line material. This project will identify 2,268 service lines of the total 10,354 service lines and was approved in the Adopted budget at \$250,000. The remainder will be completed in a future phase. This work will be completed under Job Order Contract No. ENG23-0129 with Felix Construction for the amount of \$249,994.19 and will be funded from the Water Capital Renewal Fund. **Staff recommends approval.**

e. **Adoption of 2026 Legislative Policy Statement**

The Kingman City Council annually adopts a State Legislative Policy Statement to clearly define the City's priorities and positions during the current session of the Arizona Legislature. The 2026 policy identifies Kingman's highest priorities, including completion of key infrastructure and economic development projects such as the Kingman Industrial Park Phase II (Flying Fortress Parkway completion) and the Kingman Crossing traffic interchange, as well as positions related to local control, revenue protection, water resource management, public safety, and transportation funding. **Staff recommends approval.**

f. **Approval of Underground Utility Pipeline Construction & Related Infrastructure Job Order Contract Renewals ENG23-0129**

On February 20, 2024, the Council approved Job Order Contracts (JOCs) with four contractors for various Underground Utility Pipeline Construction & Related Infrastructure projects. The initial contract length is for one year with the option of renewal for four additional one-year terms. The attached contract amendments from Felix Construction Company, Kincheloe Construction, Lewis Equipment Services, LLC, and Premier Backhoe, Inc. will allow staff to continue using these companies using the JOC process. **Staff recommends approval.**

g. **Approval of Engineering Services for the Industrial Park Sewer Main**

The Industrial Park Sewer Main is recommended by the City's Sewer Master Plan. This project will include approximately 7,300 linear feet of a new 18-inch gravity main. Sunrise Engineering has submitted a proposal for the design of the Industrial Park Sewer Main in the amount of \$287,129.00. The design for this project was approved in the FY2025-26 Capital Improvement Budget in the Wastewater Expansion Fund at a budget of \$250,000. There is sufficient budget capacity within

the fund to cover the overage. **Staff recommends approval.**

h. Agreement Approval for City of Kingman Streets and Sidewalks Development Rules and Regulations Manual Update

The City of Kingman Streets and Sidewalks Development Rules and Regulations was last updated in 2018. Kimley-Horn provided a proposal to review the Rules and Regulations, attend stakeholder meetings, and provide a report with recommended revisions at a cost of \$148,930.00. The FY26 Adopted Budget and 5-Year Capital Improvement Plan includes \$110,000 in the Capital Projects Fund for this project.

There is sufficient budget capacity within the Capital Projects Fund to cover the overage. **Staff recommends approval.**

i. Approval of Resolution 5597 - Release of Assurance and Acceptance of As-Built Plans and Infrastructure Associated with Kingman Crossing Tract 1993 Phase E

Resolution No. 5597 allows for the the acceptance of the public improvements and release of the property escrow agreement for Kingman Crossing Tract 1993-E. Engineering and Public Works Inspectors have determined that all required improvements have been completed and have been done so in compliance with the terms of the final plat, improvement plan, and the requirements of the City's Subdivision Ordinance; with the exception of the sidewalks which will be completed prior to the issuance of the Certificate of Occupancy. **Staff recommends approval.**

j. Approval of Contract Renewal No. 1 with Blackstone Security Services, Inc. for Airport Security Services

This item is for consideration and approval of an extension of the Security Services Contract for the Kingman Airport. The Council approved a contract with Black Stone Security Incorporated for airport security on February 18th, 2025. This is the first of two (2) possible additional (1) year term renewals. Annual cost is estimated at \$100,000. **Staff recommends approval.**

k. Approval of ADOT Grant E6MMO 01C for Kingman Municipal Airport Lighting and Navigational Upgrades Design Phase

This item is for consideration and approval to accept grant funds for the Kingman Airport. This ADOT Grant is the state's share for the design phase for upgrading airfield lighting and other navigational aids at the Kingman Municipal Airport. The City has already accepted the FAA grant on September 16, 2025. This project was budgeted in the FY26 Adopted Budget and 5-Year Capital Improvement Plan. The total project cost is \$186,453 - comprised of a federal grant of \$177,130, an ADOT grant of \$4,661 and a City cost of \$4,662. **Staff recommends approval.**

l. Approval of Enterprise Agreement with ESRI for GIS Products and Services

The City of Kingman utilizes Geographic Information System (GIS) technology for many operational and technical tasks within the organization. This three-year ESRI Enterprise Agreement will provide citywide access to Environmental Systems Research Institute's (ESRI) GIS platform, tools, and licensing under a single, consolidated contract. This agreement replaces the expiring Enterprise Agreement approved by City Council on March 7, 2023 and allows City staff to standardize GIS capabilities across departments, improving collaboration, data sharing, and

operational efficiency. The annual agreement cost of \$45,618.20 for fiscal year 2026 is included in the Information Technology Fund approved budget. **Staff recommends approval.**

m. **Approval of Engineering Services for Construction Management for Flying Fortress / Airway Avenue Phase II ENG25-0079**

At the City's request, Bighorn Management Group has submitted a proposal for a total of \$298,650.00 to provide comprehensive management & inspection services for the Flying Fortress Parkway – Airway Avenue Phase II. This corridor represents a critical infrastructure investment for the City of Kingman, directly supporting regional connectivity, economic development, and safe transportation access to the Kingman Airport and surrounding industrial areas. Employing a construction management firm will ensure construction meets plans and specifications. There is sufficient budget capacity within the FY26 Adopted Budget and 5-Year Capital Improvement Plan to cover this cost. **Staff recommends approval.**

n. **Approval to Cancel Upcoming Council Meetings**

City Administration requests that the following meetings be cancelled due to conflicting events: July 21, 2026- Primary Election Day, and August 18, 2026- League of Arizona Cities and Towns Annual Conference. **Staff recommends approval.**

4. **ACTION ITEMS**

a. **Approval of Ordinance No. 1991- Repealing Ordinance No. 1041 and Re-establishing 300 Feet as the Definition of Sewer Availability**

Section 4.2(G) of the City of Kingman Utility Regulations requires all newly developed properties to connect to public sewer system when sewer is available. The regulations define available as a public sewer that is located within five hundred (500) feet of a property line of the property being developed. The City regularly receives requests for exemptions to this requirement. Due to the multiple requests, the Municipal Utilities Commission requested discussion regarding the distance requirements. Following their discussion they recommended that the distance threshold be reduced from five hundred (500) to three hundred (300) feet in residential zones. **The Municipal Utility Commission voted 6-0 to recommend approval.**

b. **Consideration of Request for Exception to Sewer Connection APN 305-18-560C**

Staff has received a request for a sewer variance from Steve Smith and Eve Garlyn for two parcels located on Beverly Avenue, west of 5th Street (305-18-560C). Section 4.2(G) of the Utility Regulations requires the property to connect to the public sewer system when sewer is available. The regulations define available as a public sewer that is located within five hundred (500) feet of a property line of the lot or parcel being developed. There is an existing 8" public sewer main approximately 390 feet away at the intersection of Beverly and 5th that could be extended to serve these parcels. **The Municipal Utility Commission voted 5-1 to recommend approval of the variance.**

c. **Approval of Request to Waive Recycling Center Fees in Conjunction with The Center's Grand Opening and Ribbon Cutting April 9-11**

Council directed staff to increase awareness of the City's recycling program and to schedule a grand opening. Staff has scheduled a grand opening for April 9, 2026. In order to increase attendance and participation, staff is requesting Council temporarily waive Recycling Center fees for three days, April 9-11. To support the ribbon cutting and grand opening, staff will implement a coordinated outreach campaign that includes a postcard mailer to all residents, social media ads, and additional promotional materials. **Staff recommend approval.**

d. **Transaction Privilege Tax (TPT) Discussion**

In FY2024, the City Council adopted a 7-year funding program for street repairs, maintenance and improvements. This program is funded with General Fund cash reserves, but the reserves will be expended in FY2030. A recurring source of revenue will be necessary to continue the program. Additionally, the Flying Fortress Parkway Traffic Interchange project and connector roads from Louise Ave. to Airway Ave. are expected to be fully constructed in August 2026. There is currently no construction timeline for the connector road from Airway Ave. to Industrial Blvd., and there is no city funding set aside to complete this project. An estimated cost for this portion of the connection is \$22M. Staff will present to Council information on Transaction Privilege Tax (TPT) rates and options, fund balances and community comparison data. **Council direction.**

e. **Resolution No. 5589 - Establishing New Application Fees, Conditional Use Permitting Fees, a Zoning Verification Letter Fee and a Polygraph Exam Fee**

The Kingman Police Department has been approached by various outside agencies to perform polygraph exams for them. In addition, the Development Services Department recently reviewed the list of services it provides and identified some planning services being provided at no cost. Staff is proposing to establish new fees for the polygraph exam and planning services in order to recover costs associated with them. A Notice of Intent to consider establishing these fees was adopted at the January 6th Council meeting. **Staff recommends approval of Resolution No. 5589.**

5. **PUBLIC HEARINGS**

a. **Public Hearing on Resolution No. 5600 - Approval and Acceptance of Federal Transit Administration Rural Public Transit Grant**

This is a request for the Council to adopt Resolution No. 5600 authorizing the City Manager or his/her duly authorized designee to sign all documents required for application and acceptance of Federal Transit Administration (FTA) Section 5311 Rural Public Transit Grant and Section 5339 Bus and Bus Facilities Grant funding necessary to fund a portion of Kingman Area Regional Transit (KART) administrative, operational and capital expenses for Kingman for federal fiscal years beginning October 2026 and October 2027. The City Council will consider funding requests and finalize the local match for the transit program during its annual budget processes. The budget for each fiscal year will be developed and presented to Council during the corresponding budget cycle. **Staff recommends approval.**

6. **DEPARTMENT REPORTS**

a. **Comprehensive Pavement Management Program: Staff Report and Technical**

Presentation by NCE on Infrastructure Preservation and Treatment Applications

- b. Legislative Update**
- c. Report to Council on Walleck Ranch Stormwater Retention Basin**
- d. Department Report Concerning the Relocation of the Mesa Verde Mobile Home Park Driveway Entrance**

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, board and commission liaison reports, availability/attendance at conferences and seminars.

8. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

ADJOURNMENT

ALL PERSONS ATTENDING THE COUNCIL MEETING, WHETHER SPEAKING TO THE COUNCIL OR NOT, ARE EXPECTED TO OBSERVE THE COUNCIL RULES, AS WELL AS THE RULES OF POLITENESS, PROPRIETY, DECORUM, AND GOOD CONDUCT. ANY PERSON INTERFERING WITH THE MEETING IN ANY WAY, OR ACTING RUDELY OR LOUDLY WILL BE REMOVED FROM THE MEETING AND WILL NOT BE ALLOWED TO RETURN.

ANYONE REQUIRING ACCOMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE AT 928-753-8113, AT LEAST 24 HOURS IN ADVANCE.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Annie Meredith

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Invocation will be given by Pastor Toni Henry of Kingman Nazarene Church



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Annie Meredith

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Women Making History Proclamation

ATTACHMENTS:
[Women's History Month Proclamation 2026.pdf](#)

PROCLAMATION

WHEREAS, American women from of all walks of life have improved their communities and our Nation, standing resolute in the face of adversity and overcoming obstacles to realize their full measure of success; and

WHEREAS, American women play a critical economic, cultural, and social role in every sphere of our Nation's life. Beyond serving as a vital part of the labor force, American women have served as early leaders in the forefront of every progressive social change movement, securing their own right of suffrage and equal opportunity, and contributing to movements which secure the rights of people of all races, classes and ethnic backgrounds; and

WHEREAS, We honor and carry forth the legacy of the women who have shaped our Nation as we teach our daughters to persevere through obstacles and inspire them to reach for their highest aspirations and achieve true equality.

NOW, THEREFORE, I, Ken Watkins, Mayor of the City of Kingman, do hereby proclaim the month of March to be designated as:

"WOMEN'S HISTORY MONTH"

and specifically designate, Sunday, March 1, 2026 as:

"WOMEN MAKING HISTORY DAY"

and in doing so, urge all citizens to join me in honoring the history and contributions of American women and the important roles they have played in the growth of our nation, state, and our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Kingman. Done at the City of Kingman, Arizona this 17th day of February, 2026.



A blue ink signature of Ken Watkins.

Ken Watkins, Mayor

ATTEST:

A blue ink signature of Annie Meredith.

Annie Meredith, City Clerk



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Annie Meredith

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of the Work Session Meeting Minutes of January 27, 2026

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

[Minutes_2026_01_27 ws financial forecast.pdf](#)

**CITY OF KINGMAN
MEETING OF THE CITY COUNCIL
Council Chambers
310 N. 4th Street Kingman, AZ 86401**

4:00 PM

MINUTES

Tuesday, January 27, 2026

WORK SESSION

CALL TO ORDER AND ROLL CALL

Member Name	Status
Ken Watkins - Mayor	Present
Cherish Sammeli - Vice Mayor	Present
Jim Dykens - Councilmember	Present
Shawn Savage - Councilmember	Present
Jamie Scott Stehly - Councilmember	Present
Keith Walker - Councilmember	Present
Smiley Ward - Councilmember	Present

Mayor Watkins called the meeting to order at 4:00 P.M. and roll call was taken. All Councilmembers were present. Councilmember Stehly attended via Zoom.

PLEDGE OF ALLEGIANCE

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. AGENDA ITEM(S)

a. Year-to-Date Financial Recap, 5-Year Forecast and Budget Priorities

City staff will present the FY2026 year-to-date financial summary and 5-year financial forecast as well as discuss budget priorities for FY2027.

City Manager Tim Walsh shared that they are presenting the year-to-date and financial recap, as well as the 5-year forecast, for their budget priorities. He said that Deputy City Manager/Finance Director Tina Moline has done a great job putting it together. He said that as they go through the presentation, if Council has any questions, please ask them.

Ms. Moline shared an overview of what they will be reviewing, including the key budget dates, FY26 year-to-date financial recap, status on key capital projects, 5-year forecast, and FY27 budget priorities. She reviewed the key dates coming up and the highlights and challenges of the FY26 year-to-date financial recap.

Councilmember Savage asked about building permits and whether they are commercial

or residential.

Ms. Moline said right now it is residential, and they will cover that on a slide.

Mayor Watkins asked if they were going to talk about sales tax later.

Ms. Moline said that they are. She continued her presentation with the FY26 year-to-date sales tax revenues.

Councilmember Ward asked if they could tell a difference in the tax from Beale Street now versus before.

Ms. Moline shared that they put a report online showing those numbers.

Mayor Watkins said that the Wayfair bill for remote sales tax will hurt us.

Ms. Moline said that she will be covering that on another slide, but that if it is approved, there will be a large impact on our sales tax projections. She continued with a review of the building permits issued, revenue growth, and convenience fees. She continued her presentation with a review of the new building permit estimations for FY26, which have slowed down nationally and statewide as well. She shared the FY26 year-to-date revenue growth, showing a downturn in TPT for FY26. She reviewed the convenience fees that went into place this year, the trends for payment methods that customers are using, and the savings from implementing the fees.

Vice Mayor Sammeli asked if there is a cost to the City for EFT.

Ms. Moline said yes, but it is a nominal fee.

Vice Mayor Sammeli said that they are still absorbing some of the cost.

Ms. Moline, that is correct. She continued with a review of the golf course revenues and expenses year-to-date, noting that they made a large investment in the golf course this year.

Councilmember Dykens asked what the reason was for FY22 being so low for the golf course, versus now.

Ms. Moline said that in FY22, they were still receiving quite a bit of ARPA funds and were able to offset those costs.

Councilmember Ward asked if they have looked at outsourcing the golf course due to continued losses.

Mr. Walsh said that they have not looked at that, but are working on an RFP for a marketing plan for it. He said if that doesn't work, then it would be their next step.

Councilmember Ward said he is dumbfounded that they continue to lose that much money on it.

Mr. Walsh said that they want to start with the marketing plan and then reevaluate it.

Vice Mayor Sammeli said that it is her understanding that the commission is looking at increasing non-resident rates.

Mr. Walsh said that is correct.

Vice Mayor Sammeli said that she would be interested to know the percentage of resident vs. non-resident golfers. She would like to see it included in the marketing study information. She said that the driving range improvements will help as well.

Councilmember Ward asked about the resident rate and why we are giving so many people a resident rate. He asked why it isn't just people who live in the City limits.

Mr. Walsh said that the Council can make that decision. He said that the Council included the surrounding areas when they looked at it last.

Vice Mayor Sammeli said that people in the County have a water bill, too.

Ms. Moline continued her presentation with a review of the recycling program that launched on October 2, 2025. She shared that the program needs to be self-supporting, and as of now, the program has a \$147,000 deficit. She said that they will bring some recommendations in March with the solid waste rate conversation.

Vice Mayor Sammeli asked what a fair evaluation period for this would be. She said that she wanted to allow the residents to use it.

Mr. Walsh said that when looking at the program, there is a large gap between who is participating and where they need to be. He said that Sarah Hall is working on some additional marketing for it. He said it is a big gap to overcome, and he isn't sure that there is enough marketing to overcome it.

Councilmember Ward said that they should cut their losses.

Vice Mayor Sammeli said that they either need to increase the rate or cut it. She said that they heard they needed a program, and there isn't the participation needed.

Councilmember Savage asked if the cost included the bailing machines.

Ms. Moline said yes, they have ordered it, and it hasn't been received yet. She said they have talked to the vendor about canceling the order, and they are not able to.

Councilmember Savage said that he talked to someone who was adamant about the program and found it too restrictive on what is accepted.

Mr. Walsh said that the program, based on the RFP, was what commodities they could receive and make revenue from. He said that there are certain restrictions.

Councilmember Dykens asked about a new business opening up in town that gets huge attendance, and expected that with this program. He said that they have not seen that.

He asked how much of the \$147,000 was total costs minus one-time purchases.

Ms. Moline said that she doesn't have that data in front of her. She said that if they ran the program, taking out the one-time purchases, it would cost them \$265,000 to operate, with a majority of the cost being the people to operate it.

Councilmember Dykens said that three months into it is a small window to judge, but he would have expected more.

Councilmember Stehly said that when a new business opens and gets a lot of attention, those businesses are doing a lot of marketing, promotion, and a ribbon-cutting. She said that they have not done that. She said that getting people to change their habits takes time, and she would like to have the Clean City Commission help get people excited about recycling. She said that they need to make sure people know about it and how to get out of there. She asked how many people they are hiring to work at the facility, 4 days a week.

Mr. Walsh said that they currently have 1 full-time employee and two part-time employees.

Councilmember Stehly asked if they could go to 1 full-time employee.

Ms. Moline said that the program costs to run it are ongoing, but they are currently utilizing existing staff and paying them overtime. She said that if they can get away with 1 full-time person for that program, they would need to talk to solid waste. She said that one concern is that you need someone at the booth and one person directing and assisting with unloading to the bins.

Councilmember Dykens asked if we have been advertising on our electronic message boards for this.

Mr. Walsh said that we have since we opened it.

Vice Mayor Sammeli asked how long they should wait. She said that they are not reaching all of the people and need to be more strategic in their advertising. She said that they need to give it a fair shot.

Councilmember Walker said that he wasn't sure about it, but thinks they should give it at least 6 months.

Councilmember Dykens asked if they could promote it more with a ribbon-cutting and advertising.

Mr. Walsh said that they can do that.

Councilmember Dykens asked if staff could move forward with that.

Mr. Walsh said yes.

Ms. Moline said that Vice Mayor Sammeli said that the snipes on the utility bill worked

well, and they have a great recycling page. She said that they are working on doing that advertising.

Vice Mayor Sammeli said if the QR code could directly connect them to the one-page sheet, that would help.

Mayor Watkins said they can also use the City app to do pushes on recycling.

Ms. Moline said that they also promote it at First Friday.

Mayor Watkins said that they should keep it around for at least one year.

Councilmember Ward said he disagrees.

Vice Mayor Sammeli said at least 6 months with a robust advertising program.

Councilmember Ward said that people aren't willing to pay to recycle.

Mr. Walsh said that they have a budget work session scheduled for May 13th, and they can bring back numbers at that time. He said that they will do some robust marketing.

Ms. Moline said that they will be bringing solid waste rates to the Council in March, and this will have to be a part of that discussion. She continued her presentation with a status update on the key capital projects to include: SmartGov online permitting system, shared workspace with WAVE CTED, driving range lighting, Grandview pool upgrade, Sunbelt Park, Fire Station remodels, and Fire Station 25 design, Flying Fortress Parkway TI, Flying Fortress Parkway- Airway Ave. to Industrial Park, Hualapai Mountain Road turn lanes, Kingman Crossing Blvd. TI, Street Repair, Maintenance, and Improvements, Grace Neal Sewer Main, Effluent Filtration enhancement, Main Tanks Transmission Line, and Santa Rosa Transmission Line. She continued with the major service level changes being considered in the 5-year forecast (FY27-FY31). She shared what the debt service funded by the General Fund & Development Fees are in the 5-year Forecast, as well as the General Fund Major Revenue Sources.

Vice Mayor Sammeli asked when they will know the impact of HR1.

Ms. Moline said not until later this year. She shared what the impact will be on Kingman. She reviewed the projections for the General Fund Revenues, Expenses, and Transfers as well as the General Fund Unassigned Fund Balance. She continued her presentation with the FY27 Budget Priorities, to include: water service lines.

Councilmember Ward asked if it included the outside contractors we use.

Ms. Moline said yes and continued her review of the water service lines slide.

Vice Mayor Sammeli asked if they knew what the estimated consultant fee would be.

Ms. Moline said they don't have that yet. She continued her presentation on the FY27 Budget Priorities, to include: Flying Fortress Parkway- Airway Ave. to Industrial Blvd.

Councilmember Ward asked if they did one of the funding suggestions, would a 1/2 cent increase cover repairing the streets.

Mr. Walsh said yes, that a 1/2 cent tax increase would yield just \$5 million a year. He said it would be a little less than they are currently budgeting, so it would extend the program out. He said that once they reach the end of their current 7-year program, there is no revenue source identified. He said that by addressing it here, they put a funding source in place now. He said the other alternative would be to go after debt to fund it, but they will need a revenue source to make those debt payments. He said that at this time, to fund Flying Fortress, a sales tax increase is needed.

Vice Mayor Sammeli asked if the \$7 million on streets will include different applications, or what they are currently doing, which is the bare minimum.

Mr. Walsh said that it would be what was programmed.

Vice Mayor Sammeli said that they need a sustainable street repair program and can not do the same treatments over and over. She said that they need a sustainable road maintenance program.

Mr. Walsh said that they will get a presentation on February 17th.

Vice Mayor Sammeli said that as long as they are forecasting money to go after the repairs. She asked if they could earmark the funds from a sales tax increase for its intended purpose.

Mr. Walsh said yes, they could. He said that the 1/2 cent would be dedicated to road maintenance and improvements.

Vice Mayor Sammeli said that it is an improvement.

Councilmember Dykens asked about the cost estimates to get the road to the airport, and if they postpone it, will the cost go up.

Mr. Walsh said that is correct.

Councilmember Dykens said that if they do it sooner, it will cost less money and open up that property to sales, lease, and business development.

Mr. Walsh said that is correct.

Councilmember Walker asked if the \$22 million for Flying Fortress included water or infrastructure.

Mr. Walsh said that is just a roadway. He said that if they use the \$22 million up front to build it, it will drop their reserves below the 35% area they like to be. He reviewed what the reserve numbers would be and how they would impact other capital projects.

Mayor Watkins said that it is with a sales tax increase. He asked what the State requires.

Ms. Moline said that there isn't a state requirement; it is a Council policy.

Mayor Watkins asked what the norm is for other cities.

Ms. Moline said that the GFOA recommended minimum is 2 months of operating reserves, but there are many factors, so she would always recommend more. She continued with a review of the FY27 Budget Priorities to include: Street Repairs, Maintenance, and Improvements Program, and Sales Tax Increase Increments and Revenue Generated options associated with them.

Vice Mayor Sammeli asked if she could share what our sister cities' sales tax rates are.

Ms. Moline said that they are both 2% currently. She said that Lake Havasu City has a property tax, and Bullhead City has a fire district.

Mayor Watkins said if they do a 1/2 cent, these numbers reflect that.

Ms. Moline explained. She shared a sample timeline if the Council wanted to explore a sales tax increase. She said it is almost a 6-month timeline before they can start collecting the revenues.

Vice Mayor Sammeli asked Mr. Walsh to share the reason the Council is afforded the opportunity to look back at this. She said that she wants to clarify it for the public.

Mr. Walsh said that in 2018, there was a voter initiative to restrict sales tax increases to voter approval. He said that it was found that in Payson, Arizona, where a similar action went through, the voter-led initiative could be repealed. He said that they have been monitoring the Payson case, and a judge ruled that they did have the authority to do it, and it was appealed to a higher court and upheld. He said that the direction was that the Council was ok to repeal that action. He said that the City has struggled to fund roads. He said that the Council decided that it would be advantageous to do it if needed, and that is where we are today. He said that they need the funding for road maintenance and repairs. He said that the opportunity to connect the Flying Fortress to the Industrial Park will benefit the citizens, so it is a good time to implement a sales tax increase. He said that staff is recommending using the reserves to fund the road and do a 1/2 cent sales tax increase for street repair and maintenance.

Vice Mayor Sammeli said that they didn't just take it away; it was because case law allowed them to take back their authority to do what is in the best interest of the community.

Councilmember Ward said that it is best to do it now for streets before they run out of street repair money. He said that they will also get the road to the airport.

Mayor Watkins said that it all boils down to timing, and right now is the perfect nexus to put it into place. He said if they wait, it will cost more.

Councilmember Dykens asked if the sales tax increase would interfere with the HURF monies.

Mr. Walsh said that it would not. He said that HURF funds are calculated by the State and must be used on road maintenance. He said that this would supplement that.

Councilmember Dykens asked if they would continue to get \$5.4 million from HURF, and \$5 million from a sales tax increase, would that be enough.

Mr. Walsh said that is correct.

ADJOURNMENT

Mayor Watkins adjourned the meeting at 5:25 p.m.

ADJOURNED at 5:25 p.m.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council Rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

ANYONE REQUIRING ACCOMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE AT 928-753-8113, AT LEAST 24 HOURS IN ADVANCE.

ATTEST:

APPROVED:

Annie Meredith
City Clerk

Ken Watkins
Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Tanya Ferguson, Deputy 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 Work Session of the City Council of the City of Kingman held on Tuesday, January 27, 2026.

Tanya Ferguson, Deputy City Clerk and Recording Secretary

Date



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Annie Meredith

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of the Regular Meeting Minutes of February 3, 2026

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
[Minutes_2026_02_03.pdf](#)

**CITY OF KINGMAN
MEETING OF THE CITY COUNCIL
Council Chambers
310 N. 4th Street Kingman, AZ 86401**

5:00 PM

MINUTES

Tuesday, February 3, 2026

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

Member Name	Status
Ken Watkins - Mayor	Present
Cherish Sammeli - Vice Mayor	Present
Jim Dykens - Councilmember	Present
Shawn Savage - Councilmember	Present
Jamie Scott Stehly - Councilmember	Present
Keith Walker - Councilmember	Present
Smiley Ward - Councilmember	Present

Mayor Watkins called the meeting to order at 5:00 P.M. and roll call was taken. All Councilmembers were present.

INVOCATION

Invocation will be given by Pastor Ken Miller of Grace Lutheran Church

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was said in unison.

1. PRESENTATIONS

a. eCode360 Platform Overview

City Clerk Annie Meredith provided an overview of the new eCode360 platform. She shared that the platform was switched over to a new version. She explained where to find the new landing page on the website and shared that the municipal code, new laws, and zoning code will be accessible on the landing page. She shared some of the user-friendly options available in the updated system. She continued with the new laws platform to find any new laws adopted within the City. She said they can look up the zoning code with this platform. She shared that the new platform will also be available on the new mobile app.

Mayor Watkins asked if there were any questions, and there were none. He shared that he hopes citizens start using the new app if they haven't already.

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:

2. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. 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. The Council may not respond to speakers during the call to the public. The Council may direct the City Manager to study the matter or request that the matter be placed on a future agenda.

Mayor Watkins said there were several residents who signed up for call to the public.

Golden Valley resident Wayne Hollins addressed the Council regarding recycling and the issues he sees with charging citizens to drop off recycling. He said there needs to be an adjustment to help make more product to encourage more people to participate. He stated it is good that the City is doing a recycling option in Kingman.

Resident Shelly Witt addressed the Council regarding the Mesa Verde Mobile Home Park. She shared that she was told by Ms. Meredith that there would be a department report on March 3rd. She stated she sent some aerial photos to Ms. Meredith to share with the Council. She shared some feedback and concerns she is receiving from Mr. Garmon. She said she is going to keep coming to the meetings.

Resident Chris Cranny addressed the Council regarding a proposal to make sex trafficking illegal at the City level and shared that he is an activist against sex trafficking. He shared some options for private funding to save taxpayers' money. He said data centers with experimental computers could help fight it. He stated they should consider expunging convictions for people who killed sex traffickers, such as a sex worker.

Resident Teresa Roundy addressed the Council regarding the concerns with CPS and APS for their connection with human trafficking. She said her mother is still missing, and there is corruption in Kingman. She asked the Council to address these very dangerous crimes.

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. Regular Meeting Minutes of March 17, 2020**
- b. Work Session Meeting Minutes of January 13, 2026**
- c. Work Session Meeting Minutes of January 15, 2026**
- d. Regular Meeting Minutes of January 20, 2026**

e. Approval of Permanent Extension of Premises Liquor License- VFW Post 3516

Applicant Edgar Strain has applied for a Permanent Extension of Premises Liquor License for VFW Post #3516 located at 2826 Wickieup Ave. in Kingman. **Staff recommends approval.**

f. Approval of KFD Engine # 5 Donation to the Hall of Flame Museum in Phoenix, AZ

The Kingman Fire Department is seeking approval to donate Kingman Fire Department Engine 5, a 1965 Seagrave pumper, to the Hall of Flame Fire Museum of National Firefighting, located in Phoenix, Arizona. Engine 5 holds exceptional historical significance as it was the first fire department unit on scene at the Kingman Boiling Liquid Expanding Vapor Explosion (BLEVE) on July 5, 1973. The apparatus represents the bravery, sacrifice, and service of the Kingman Fire Department and stands as a tangible reminder of the lessons learned from this event. The Hall of Flame has committed to restore, preserve and display Engine 5 at their museum. **Staff recommends approval.**

g. Authorization to Accept Ownership of Criminally Forfeited Vehicle

The City of Kingman, acting as the fiduciary agency for the Mohave Area General Narcotics Enforcement Team (MAGNET), has obtained ownership of a 2018 Dodge Ram 3500 through asset forfeiture associated with a criminal investigation, in accordance with applicable RICO statutes. The current estimated value of the vehicle is \$53,545.00. In December 2025, the MAGNET Executive Board approved the reallocation of this vehicle to the City of Kingman for use as a fleet vehicle supporting criminal investigation operations. **Staff recommends approval.**

h. Authorization to Purchase a New Street Sweeper for Airport Operations

At their January 6, 2026 meeting, the City Council approved the purchase of a new street sweeper for Airport operations with a total cost of \$391,889.53 including City use tax. Unfortunately, the incorrect quote was referenced and included with the backup. This agenda item replaces the previous approval and is for consideration and approval for the purchase of a new street sweeper. The existing unit has exceeded its anticipated lifespan and is now due for replacement. This purchase will be made utilizing the Sourcewell Contract #111522-TYM. This is an approved purchase in the FY26 Adopted Budget and 5-Year Capital Improvement Plan. The budgeted amount is \$400,000. There will be a fiscal impact of \$366,588.72 including city use tax to the Airport Capital Projects Fund. **Staff recommends approval.**

i. Authorization to Purchase a New Street Sweeper for Street Operations

At their January 6, 2026 meeting, the City Council approved the purchase of a new street sweeper for Street operations at the cost of \$378,917.53 including City use tax. Unfortunately, the incorrect quote was referenced and included with the backup. This agenda item replaces the previous approval and is for consideration and approval for the purchase of a new street sweeper. The existing unit has exceeded its anticipated lifespan and is now due for replacement. This purchase

will be made utilizing the Sourcewell Contract #111522-TYM. This is an approved purchase in the FY26 Adopted Budget and 5-Year Capital Improvement Plan. The budgeted amount is \$450,000. There will be a fiscal impact of \$391,889.53 including City use tax to the Capital Projects Fund. **Staff recommends approval.**

j. Approval of Award of Bid 2025-IFB-015- Kingman Municipal Airport Windcone Relocation Project and ADOT Grant Match

This item is for consideration and approval of an ADOT Grant Agreement and project award for 2025-IFB-015 Windcone Relocation Project at the Kingman Airport. The Arizona Department of Transportation ("ADOT") has offered the City a grant of \$3,787 for the relocation of two windcones from Runway 03-21 Object Free Area. The City has already accepted a Federal Grant of \$143,882 with an Airport Enterprise Grant Match of \$3,786, and the ADOT Grant Match of \$3,787 for a total design and construction project amount of \$151,455. PAVEX, Corporation submitted a successful bid for \$87,575.00. The grant will be applied to the \$87,575.00 bid for the project, along with reimbursing the Airport Enterprise Funds for the engineering, construction management and administration fees of \$68,880 for a total project cost of \$151,455. The fiscal impact to the Airport Grants Fund is \$3,386. **Staff recommends acceptance of the ADOT Grant and award to PAVEX, Corporation.**

k. Approval of Airport Apron and Parking Lot Pavement Repair by Sunland Asphalt and Construction, LLC.

This item is for consideration and approval of asphalt repairs and the application of a seal coat at the Kingman Airport. The Airport ramp and Terminal parking lot have developed cracks that pose a safety risk to aircraft and pedestrians, while another section of the airport ramp near the T-hangars needs a seal coat to extend the life of the asphalt. This project was budgeted and approved for FY26. The total for the attached quotes is \$223,888.76, which will be paid from the Airport Enterprise Fund. **Staff recommends approval.**

l. Approval of Change Order 3 for the Kingman Police, Fire, and Public Works Remodel Project

This item is for consideration and approval of Change Order No. 3 for the Kingman Facilities Remodel Contract. On January 21, 2025, the City Council authorized a construction contract in the amount of \$2,560,000 for the remodeling of multiple municipal facilities, including three fire stations, the Public Works facility, and the Kingman Police Department. Council previously approved two change orders increasing the total amount to \$3,038,631. The attached contract adjustments are related to the men's room at KPD and Fire Station 23. Three separate contract adjustments are included in this change order request: the addition of a moisture barrier, drywall repairs, and additional electrical work, totaling \$20,947.00 in additional costs bringing the total contract amount to \$3,059,578.00. This will be paid from the Capital Projects Fund. **Staff recommends approval.**

m. Authorize Deputy City Manager/Finance Director to Execute an Engagement Letter with Columbia Capital to Serve as the Financial Advisor for the Issuance of 2026 Excise Tax Obligations for the Airway Avenue and Flying Fortress Parkway Street Improvements

The City of Kingman will be constructing street improvements on Airway Ave. from Prospector St. to Flying Fortress Pkwy. and on Flying Fortress Pkwy. from Grand Canyon Rd. to Airway Ave. Since debt has been identified as the funding source for this entire project (including the pre-cast box culverts), the next steps are to secure financing. To begin the process, the City will engage with a Financial Advisor who will assist with the financing. Staff requests Council approval to engage with Columbia Capital to serve as the Financial Advisor for the 2026 Excise Tax Obligations issuance. Columbia Capital's estimated fee, based on project cost estimates, is \$72,500 and will impact the General Fund. **Staff recommends approval.**

n. Authorize Deputy City Manager/Finance Director to Execute an Engagement Letter with Gust Rosenfeld to Serve as Bond Counsel for the Issuance of 2026 Excise Tax Obligations for the Airway Avenue and Flying Fortress Parkway Street Improvements

The City of Kingman will be constructing street improvements on Airway Ave. from Prospector St. to Flying Fortress Pkwy. and on Flying Fortress Pkwy. from Grand Canyon Rd. to Airway Ave. Since debt has been identified as the funding source for this entire project (including the pre-cast box culverts), the next steps are to secure financing. To begin the process, the City needs to engage with Bond Counsel who will assist with the financing. Staff requests Council approval to engage with Gust Rosenfeld to serve as Bond Counsel for the 2026 Excise Tax Obligations issuance. Gust Rosenfeld's estimated fee, based on project cost estimates, is \$72,000 and will impact the General Fund. **Staff recommends approval.**

Mayor Watkins asked if any member of council wanted to pull any items from the consent agenda for discussion and there was none.

Vice Mayor Sammeli made a MOTION to APPROVE the Consent Agenda as presented. Councilmember Dykens SECONDED and it was APPROVED by the following:

AYE: Mayor Watkins, Vice Mayor Sammeli, Councilmember Dykens, Councilmember Savage, Councilmember Stehly, Councilmember Walker, Councilmember Ward

NAY: None

4. ACTION ITEMS

a. Approval of Resolution No. 5595 - Declaring the Procurement Code of the City of Kingman, Arizona be a Public Record

The current version of the City of Kingman's procurement code was adopted in March 2020. In utilizing the code, staff identified certain sections to be updated.

After presenting the revisions to Council on January 20th, Council requested a change be made to the specialized services threshold. This change is now included. To avoid significant publication costs associated with the approval of any procurement code revisions proposed in Ordinance No. 1989, a resolution declaring the "Procurement Code of the City of Kingman, Arizona" to be a public

record must be approved. **Staff recommends approval.**

Deputy City Manager/ Finance Director Tina Moline shared that the Council talked a little bit about the procurement thresholds at the last meeting, and there was some discussion about the \$50-\$100K items coming back to Council. She stated there was some concern with the \$10K to \$100K, that staff would have complete control in selecting vendors without Council's input. She said she heard Council wanted to be involved in the decisions from \$50K to \$100K level, or anything over \$50K that had to do with services. She said they feel like they could bring all specialized services over \$50K back to the Council. She shared that there is a great expansive definition in the procurement code that covers consultants, auditors, engineers, design firms, and master plans that come back to the Council. She explained the proposed threshold modifications from \$5K through \$50K and over. She said the lower threshold would be up to \$10K, and it wouldn't require any bidding to allow staff to select vendors. She stated there would be two middle thresholds with two different purchasing methods from \$10,000.01 to \$50,000 for specialized services and technological registrars that would require two written quotes. She said anything that is not a specialized service could go up to \$100K. She stated formally bidding would be required for staff to recommend a vendor to Council for purchases over \$50,000, not involving specialized services. She stated that she and Mr. Walsh decided to provide a quarterly report for any \$50K to \$100K purchases or contracts over the threshold that wouldn't be coming back to Council.

Councilmember Ward made a MOTION to APPROVE Resolution No. 5595.
Councilmember Dykens SECONDED and it was APPROVED by the following:

AYE: Mayor Watkins, Vice Mayor Sammeli, Councilmember Dykens, Councilmember Savage, Councilmember Stehly, Councilmember Walker, Councilmember Ward

NAY: None

b. Approval of Ordinance No. 1989 - Amending the Procurement Code of the City of Kingman

The current version of the City of Kingman's procurement code was adopted in March 2020. In utilizing the code, staff identified certain sections to be updated. After presenting the revisions to Council on January 20th, Council requested a change be made to the specialized services threshold. This change is now included. **Staff recommends approval.**

Mayor Watkins asked if Council had any additional questions for Ms. Moline, and there were none.

Vice Mayor Sammeli made a MOTION to APPROVE Ordinance No. 1989.
Councilmember Savage SECONDED and it was APPROVED by the following:

AYE: Mayor Watkins, Vice Mayor Sammeli, Councilmember Dykens, Councilmember Savage, Councilmember Stehly, Councilmember Walker, Councilmember Ward

NAY: None

c. Approval of Town Hall Format for the upcoming March 27, 2026- City Strategic Priorities Town Hall Event

The City Council has directed staff to organize town hall meetings to engage with City residents. Staff proposes to host a town hall meeting on March 27, 2026, to gather community feedback on the City's strategic priorities. The feedback gathered during the town hall will be used to help inform future planning efforts, including budget development, policy discussions, and the prioritization of initiatives. **Staff recommends approval.**

Communication & Marketing Coordinator Sarah Hall shared a presentation on the new strategy for a Town Hall, based on the new City priorities. She explained the purpose, focus, outcome, and impact she hopes for using the new strategy. She explained the objective to provide an option to go beyond the traditional one direction Q & A Town Hall. She said she came up with the model through KUSD's model since they have been using it for about a year and have hosted 3-4 interactive Town Halls. She shared how it will work through an invite-only participation for the group decisions with a certain industry group, 28 residents, youth & community groups, and members of the public. She explained that the participation method will identify 14 individuals from nine different sectors. She shared the discussion structure using predetermined questions aligned with the City's strategic plan. She shared that there will be three rounds of questions. Round 1 would be with their sector group, then Round 2, they will mix up the groups to get different perspectives, then they will return to their original tables for Round 3 to discuss what they learned, and then provide a group report. She said they are hoping to have the first Town Hall on March 27th at Lee Williams High School Gym from 8:30-12.

Vice Mayor Sammeli said she would like to see how the Council feels about opening up the residents for a certain number of registrants and picking them by lottery to allow a more cross-section and to remove bias. She asked about the grouping of sectors and if they would keep small, large, new, and long-time businesses in mind to allow for a diverse group. She said she likes the format and thinks it will provide some good information. She stated she hopes for public participation and takes it as an opportunity to participate.

Ms. Hall said they are inviting 14 individuals from each group.

Councilmember Stehly said she concurs with Vice Mayor Sammeli because she is concerned about having invite only since not everyone falls into the categories. She stated they are missing seniors in the sector group lists and thinks they will miss that demographic. She said she did a great job.

Councilmember Dykens asked who would write the predetermined questions.

Ms. Hall said the staff.

Vice Mayor Sammeli asked if they could solicit comments from the Council for specific questions they would want to hear and give the Council an opportunity to contribute to the questions.

Ms. Hall asked if she would like that brought back to the Council.

Vice Mayor Sammeli said just ask the Council to participate in generating questions used that day.

Ms. Hall said they are doing 3-4 questions because of the concern with too many questions.

City Manager Tim Walsh said the questions will be very open-ended. He stated the intent of the questions is just to get the conversation started, to pull as much information as possible from the participants. He said they will share the questions with the Council to get their feedback.

Mayor Watkins said he supports Vice Mayor Sammeli and Councilmember Stehly's revisions and suggestions.

Councilmember Savage made a MOTION to APPROVE the Town Hall format for the upcoming March 27, 2026. Councilmember Walker SECONDED and it was APPROVED by the following:

AYE: Mayor Watkins, Vice Mayor Sammeli, Councilmember Dykens, Councilmember Savage, Councilmember Stehly, Councilmember Walker, Councilmember Ward

NAY: None

5. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, board and commission liaison reports, availability/attendance at conferences and seminars.

Vice Mayor Sammeli said she attended the roundtable discussion with their sister cities and State delegation, as well as the Board of Supervisors, Congressman Gosar this past weekend. She shared that they spoke about water, FAA land release, and funding for the Flying Fortress road to the Airport. She thanked the Heritage Preservation Commission for welcoming her as their new Council Liaison. She shared that they are a very active group. She explained some projects they are working on, such as the historic property inventory and the train silhouette mural project.

Mayor Watkins shared the first Coffee with the Mayor and City Manager next Thursday, February 12th, from 8:30 a.m. to 10 a.m. in Council Chambers to allow the community to share their concerns and feedback.

6. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

There were no council requests for future reports and updates.

7. EXECUTIVE SESSION

ADJOURNMENT

Mayor Watkins adjourned the meeting at 5:38 P.M.

ADJOURNED at 5:38 P.M.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council Rules, as well as the rules of politeness, propriety, decorum, and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

ANYONE REQUIRING ACCOMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE AT 928-753-8113, AT LEAST 24 HOURS IN ADVANCE.

ATTEST:

APPROVED:

Annie Meredith
City Clerk

Ken Watkins
Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Tanya Ferguson, Deputy 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 City Council of the City of Kingman held on Tuesday, February 3, 2026.

Tanya Ferguson, Deputy City Clerk and Recording Secretary

Date



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Annie Meredith

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Resolution No. 5596- Call of the Primary Election/Designation of Election

SUMMARY:

Resolution No. 5596 will designate the date of July 21, 2026, as the date for the Primary Election for the purpose of nominating candidates for Mayor and three (3) 4-Year Term Council Members for the General Election, which will be held on November 3, 2026, and any additional propositions if necessary and as directed by Council. Any candidates receiving a majority of all the votes cast in the Primary Election will be declared elected without running at the General Election. It will also designate the deadline for voter registration and designate the place and last date for candidates to file nomination papers. Per A.R.S. § 16-226, the election must be called no later than 150 days before the date of the election.

FISCAL IMPACT:

There will be one-time estimated election costs for the Primary Election of \$40,000.00. This cost will be budgeted for in the FY26-27 Budget for approval.

STAFF RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

Move to approve Resolution No. 5596.

ATTACHMENTS:

[Resolution No. 5596- Call of Primary Election v3 02-17-2026.pdf](#)

RESOLUTION NO. 5596

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGMAN, MOHAVE COUNTY, ARIZONA, DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE DATE FOR VOTER REGISTRATION.

BE IT RESOLVED by the Mayor and Council of the City of Kingman, as follows:

Section 1. Designation of Election Date; Purpose.

That July 21, 2026, has been set as the time for holding the Primary Election in the City of Kingman for the purpose of nominating candidates for Mayor and three (3) 4-Year Councilmember Terms, whose names shall appear on the ballot at the General Election to be held on November 3, 2026, and any additional propositions if necessary and as directed by council. Any candidates receiving a majority of all the votes cast in the Primary Election will be declared elected without running at the General Election.

Section 2. Designating Deadline for Voter Registration

Mohave County registration and voting lists will be used for the municipal elections. In order to be qualified to vote in the Primary Election you must be registered by June 22, 2026. In order to be qualified to vote in the General Election, residents must be registered by October 5, 2026.

Section 3. Polling Places and Voting Districts

Polling places and voting districts are identified and secured by the Mohave County Elections Department.

Section 4. Designating Date and Place to File Candidate Nomination Forms

Resolution No. 5596

Beginning October 1, 2025, candidates seeking municipal office were able to obtain nomination papers and other materials which must be filed by candidates at the City of Kingman Clerk's Office located at 310 N. 4th Street, Kingman, AZ 86401. Candidates must file nomination papers and other nomination forms by 5:00 p.m. on March 23, 2026 at the City of Kingman Clerk's Office located at 310 N. 4th Street, Kingman, AZ 86401 in order for their names to appear on the Primary Election Ballot.

PASSED AND ADOPTED on this 17th day of February, 2026 by the Mayor and Council of the City of Kingman, Arizona.

ATTEST:

APPROVED:

Annie Meredith, City Clerk

Ken Watkins, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

Resolution No. 5596

Page 2 of 2



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Jamie Curreri

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Lead Copper Rule Revisions (LCRR) Field Verifications FY26

SUMMARY:

This Job Order Contract will be issued to Felix Construction to field-verify water service line pipe materials throughout the City's water system. This work is required to comply with regulations from the U.S. Environmental Protection Agency (EPA) and the Arizona Department of Environmental Quality (ADEQ).

Verification requires exposing service lines on both sides of the water meter to allow for inspection and documentation of pipe materials. Due to the varying site conditions and unknown variables encountered across the system, the work will be performed under a time-and-materials contract.

The City currently has 10,354 service lines where the pipe material is unknown. Under ADEQ-approved methodology, 2,268 service lines must be physically verified during this phase to satisfy the applicable portion of the required 20% verification within each homogeneous community. This approach allows the remaining 80% of service lines within each defined construction and township section to be classified as non-lead, provided homogeneous criteria are met. This verification and interpolation methodology has been reviewed and approved by ADEQ.

This year's work represents Phase 1 of the overall program. The City will coordinate with ADEQ and the selected contractor to finalize the implementation approach. This phase is expected to complete as many verifications as possible during the current fiscal year (FY26), with the remaining required verifications completed in FY27. All service line material verification must be completed by November 2027 to maintain regulatory compliance.

This is an approved purchase in the FY2025-26 Adopted Budget at a budgeted amount of \$250,000.

FISCAL IMPACT:

There will be a fiscal impact of \$249,994.19 to the Water Capital Renewal Fund.

STAFF RECOMMENDATION:

Staff recommends Approval

SUGGESTED MOTION:

Move to Approve

ATTACHMENTS:

[Indirect methods request letter.pdf](#)

[230129 Felix Contract Fully Executed.pdf](#)

[JOC Amendment NO. 1 Felix Construction - Fully executed.pdf](#)

[COK Job Order Form signed.pdf](#)

[Kingman LCRR Field Verification Rev 2 draft 2.10.26.pdf](#)

City of Kingman
Public Works Department
3700 E Andy Devine Ave
Kingman, AZ 86401
www.cityofkingman.gov



December 12, 2025

To: ADEQ LSL Inventory Workgroup

From: City of Kingman

Subject: City of Kingman (AZ0408020) LCRR – LSL Inventory Indirect Methods Request.

We are contacting you to provide information and request approval on methods used for indirect material identification of service lines. The City of Kingman (City) aims is to start field verification efforts on December 2025.

Proposed Indirect Approach for Remaining Unknowns

The City plans to use a combination of both direct and indirect methods of material verification to evaluate the non-lead status within the system. These methods will include the following:

- Direct: Targeted physical field verification of service line materials
- Indirect: Statistical interpolation within homogeneous communities (Sites grouped according to construction date (within a 3-year range of construction) and township (located within the same township section)).

The City intends to field verify sites to meet the applicable portion of the 20% verification requirement within each homogeneous community. A minimum of 95% confidence interval is required to confirm uniformity of same service line material. **Table 1** shows the proposed locations for performing direct verification as well as the associated approach for the application of indirect non-lead material designation. The purpose of this effort is to reduce the quantity of unknown lead status service lines which remain in the inventory.

Table 1: Indirect and Direct Locations for Material Designation

Method for Assigning Non-Lead	Locations Required for Non-Lead Designation	Side of Service Line	Indirect Method Approach
Interpolation within 3-Year Construction Year Range and Township Section Bin	• Before Meter • After Meter •	• Utility-Side • Customer-Side	Minimum 20% verification of randomly selected services within each 3-year construction and township section bin, allowing for interpolation of remaining 80% services as non-lead if homogeneous criteria are met ¹

¹ Per ADEQ these verified sites must attain a 95% confidence rate in similar service line material, and no lead can be found.

December 12, 2025

When present, the City may collect material information at the hose bib, e.g., within 18" of the structure. Sites that have two-point verification conducted on the customer-side will not be interpolated with sites that have one-point verification conducted on the customer-side.

Service line materials can be attributed to their year of construction due to standardized practices dictated by Plumbing/Building Codes within municipalities. Although specific documentation is unavailable, these codes likely mandated certain materials for customer-side service lines by year. Therefore, the City will use an indirect verification method based on construction years grouped in three-year spans.

In addition to the construction year ranges, the City intends to utilize initial location-based parameter, such as township section, which will be further refined based on field work results. Public Land Survey System (PLSS) is a method used in the United States to survey and identify land parcels. Section information was provided by the County's Open GIS database. As field data becomes available, this location parameter will be optimized using a geo-clustering method. Subsequent iterations of geo-clustering may be required if a bin contains more than 1,500 service lines or if service line material dissimilarities within a bin necessitate smaller homogeneous communities on the customer-side as follows:

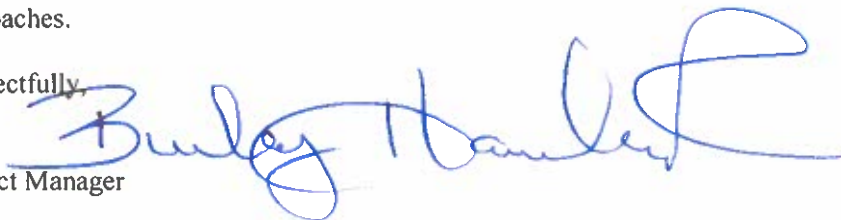
- Quarter Section/Fire Management Area
- Neighborhood
- Subdivision
- Quarter-Quarter Section

The interpolation effort excludes master meters and their associated dependent connections because of the fundamental differences of how a master meter service and its dependent connections differ from a standard service line connection. The City of Kingman plans to verify the material at each master meter, before and after the meter, as well as verify an additional point for every dependent connection that the master meter serves. The groupings are further detailed within **Appendix A, Table 1**. The City proposes allowing these bins to be non-contiguous, or non-adjointing.

Please provide a response on individual criteria and material designation methodologies detailed herein, and the City looks forward to ongoing communication with ADEQ as the compliance deadline rapidly approaches.

Respectfully,

Project Manager

A handwritten signature in blue ink, appearing to read "Bradley H. Harker", is written over the "Respectfully," and "Project Manager" text.

December 12, 2025

December 12, 2025

Appendix A: Stratification of Construction Years

Table 1: Section - Construction Year Bins with Sites to Field Verify

Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0220N0160W030-1979-1981	353	71
T0220N0160W030-1982-1984	336	68
T0220N0160W030-1985-1987	264	53
T0220N0160W030-1976-1978	222	45
T0220N0160W030-1973-1975	210	42
T0220N0160W030-1970-1972	195	39
T0210N0160W007-1964-1966	185	37
T0220N0160W028-1979-1981	165	33
T0220N0160W029-1979-1981	164	33
T0210N0160W007-1967-1969	151	31
T0210N0160W018-1967-1969	138	28
T0220N0160W028-1982-1984	138	28
T0210N0160W018-1985-1987	137	28
T0220N0160W029-1982-1984	128	26
T0210N0160W018-1964-1966	126	26
T0220N0160W031-1970-1972	119	24
T0210N0160W018-1961-1963	116	24
T0220N0160W031-1979-1981	115	23
T0220N0160W029-1970-1972	104	21
T0210N0160W018-1979-1981	103	21
T0220N0160W029-1976-1978	99	20
T0210N0160W019-1979-1981	97	20
T0210N0170W001-1973-1975	96	20
T0210N0160W018-1970-1972	91	19
T0220N0160W030-1988-1988	90	18
T0220N0160W031-1982-1984	89	18
T0220N0160W030-1967-1969	89	18
T0220N0160W028-1964-1966	89	18
T0220N0160W028-1970-1972	87	18
T0220N0160W029-1973-1975	87	18
T0210N0170W001-1985-1987	85	17
T0220N0160W033-1982-1984	85	17
T0220N0160W031-1973-1975	82	17
T0210N0160W019-1976-1978	81	17

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0170W001-1979-1981	81	17
T0210N0170W001-1976-1978	78	16
T0210N0160W018-1988-1988	78	16
T0220N0160W029-1985-1987	75	15
T0220N0160W028-1985-1987	75	15
T0220N0170W025-1985-1987	74	15
T0210N0160W006-1985-1987	74	15
T0210N0160W006-1979-1981	74	15
T0220N0160W031-1985-1987	68	14
T0210N0160W018-1973-1975	66	14
T0220N0160W028-1973-1975	65	13
T0220N0170W025-1982-1984	65	13
T0220N0160W033-1979-1981	65	13
T0220N0160W028-1976-1978	64	13
T0210N0170W024-1913-1915	63	13
T0220N0170W025-1979-1981	63	13
T0220N0160W028-1967-1969	63	13
T0220N0160W033-1970-1972	60	12
T0210N0160W018-1976-1978	60	12
T0220N0160W033-1967-1969	59	12
T0220N0160W033-1964-1966	59	12
T0210N0160W007-1979-1981	58	12
T0220N0160W031-1976-1978	58	12
T0210N0160W018-1982-1984	57	12
T0210N0170W023-1940-1942	56	12
T0220N0160W030-1964-1966	54	11
T0210N0160W018-1940-1942	51	11
T0220N0160W033-1985-1987	51	11
T0210N0160W018-1943-1945	51	11
T0210N0160W007-1955-1957	50	10
T0220N0160W033-1973-1975	49	10
T0210N0170W024-1940-1942	49	10
T0210N0160W006-1982-1984	47	10
T0220N0160W033-1976-1978	47	10
T0210N0170W024-<Null>	45	9
T0220N0160W030-<Null>	41	9
T0210N0160W007-1976-1978	41	9
T0210N0160W007-1982-1984	41	9

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0170W025-1940-1942	41	9
T0210N0160W017-1976-1978	40	8
T0210N0160W017-1979-1981	38	8
T0210N0170W024-1943-1945	37	8
T0210N0170W012-1970-1972	37	8
T0210N0170W024-1934-1936	37	8
T0220N0170W025-1988-1988	36	8
T0210N0160W007-1973-1975	36	8
T0210N0160W018-<Null>	36	8
T0220N0160W029-1967-1969	36	8
T0210N0160W019-1982-1984	35	7
T0220N0160W028-1958-1960	35	7
T0210N0160W019-1985-1987	35	7
T0210N0170W001-1982-1984	35	7
T0210N0170W013-1985-1987	34	7
T0210N0170W012-1964-1966	34	7
T0210N0160W018-1958-1960	34	7
T0220N0160W028-1961-1963	33	7
T0210N0170W024-1928-1930	32	7
T0220N0160W033-1961-1963	32	7
T0210N0170W024-1910-1912	32	7
T0210N0160W007-1985-1987	32	7
T0220N0160W030-1961-1963	30	6
T0210N0170W012-1979-1981	30	6
T0210N0160W017-1985-1987	30	6
T0210N0170W024-1919-1921	29	6
T0210N0170W024-1925-1927	28	6
T0220N0160W033-1958-1960	28	6
T0220N0160W031-1967-1969	27	6
T0210N0170W024-1964-1966	27	6
T0210N0170W012-1961-1963	27	6
T0210N0170W023-1961-1963	26	6
T0210N0160W017-1973-1975	26	6
T0220N0160W030-1958-1960	26	6
T0220N0160W029-1964-1966	26	6
T0210N0160W019-1967-1969	26	6
T0210N0170W023-1943-1945	25	5
T0210N0170W012-1973-1975	25	5

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0170W001-1970-1972	24	5
T0210N0170W001-1988-1988	24	5
T0210N0170W012-1976-1978	24	5
T0210N0170W013-1982-1984	23	5
T0210N0160W021-1985-1987	23	5
T0210N0170W013-1979-1981	23	5
T0210N0160W018-1955-1957	23	5
T0220N0160W029-1961-1963	23	5
T0210N0170W025-1928-1930	23	5
T0210N0170W023-1958-1960	23	5
T0210N0170W023-1964-1966	23	5
T0210N0160W018-1949-1951	22	5
T0210N0160W007-1970-1972	22	5
T0210N0170W023-<Null>	22	5
T0210N0160W005-1985-1987	22	5
T0210N0170W012-1967-1969	21	5
T0220N0160W026-1940-1942	21	5
T0220N0160W029-<Null>	21	5
T0210N0160W019-1940-1942	21	5
T0210N0160W017-1982-1984	21	5
T0210N0170W012-1958-1960	21	5
T0210N0170W012-1982-1984	20	4
T0210N0160W018-1946-1948	20	4
T0210N0160W019-1973-1975	20	4
T0210N0170W024-1937-1939	20	4
T0210N0160W006-1976-1978	20	4
T0210N0160W008-<Null>	20	4
T0220N0160W029-1988-1988	20	4
T0210N0170W024-1916-1918	20	4
T0210N0170W023-1949-1951	19	4
T0220N0160W028-<Null>	19	4
T0210N0160W006-1970-1972	18	4
T0220N0160W031-1988-1988	18	4
T0210N0170W023-1967-1969	18	4
T0210N0170W024-1949-1951	18	4
T0220N0160W029-1958-1960	18	4
T0210N0170W023-1955-1957	17	4
T0220N0160W033-1955-1957	17	4

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Section -- Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0160W006-1973-1975	17	4
T0210N0170W023-1928-1930	17	4
T0210N0160W007-<Null>	17	4
T0210N0170W023-1925-1927	17	4
T0210N0170W012-<Null>	16	4
T0210N0170W024-1946-1948	16	4
T0210N0170W024-1931-1933	16	4
T0220N0160W033-<Null>	16	4
T0220N0160W028-1988-1988	15	3
T0210N0170W013-1964-1966	15	3
T0210N0160W005-1982-1984	14	3
T0220N0160W026-<Null>	14	3
T0210N0160W006-<Null>	14	3
T0210N0170W023-1970-1972	14	3
T0210N0160W019-1961-1963	14	3
T0210N0170W023-1937-1939	14	3
T0220N0160W027-1979-1981	14	3
T0220N0170W025-1976-1978	14	3
T0220N0160W027-1982-1984	14	3
T0210N0160W019-1964-1966	13	3
T0220N0160W031-<Null>	13	3
T0210N0170W012-1985-1987	13	3
T0210N0170W025-1934-1936	13	3
T0210N0170W023-1982-1984	12	3
T0220N0160W027-<Null>	12	3
T0220N0160W019-<Null>	12	3
T0210N0170W024-1952-1954	12	3
T0210N0160W006-1988-1988	11	3
T0220N0170W025-1973-1975	11	3
T0210N0170W025-1961-1963	11	3
T0210N0160W019-1970-1972	11	3
T0210N0160W007-1961-1963	11	3
T0210N0170W024-1955-1957	11	3
T0210N0170W023-1934-1936	11	3
T0210N0170W023-1946-1948	11	3
T0210N0170W025-1949-1951	10	2
T0210N0160W007-1988-1988	10	2
T0220N0160W031-1964-1966	10	2

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0160W005-1973-1975	10	2
T0210N0160W005-1988-1988	10	2
T0220N0160W027-1964-1966	10	2
T0220N0160W033-1988-1988	10	2
T0220N0160W026-1985-1987	10	2
T0210N0160W008-1979-1981	10	2
T0210N0170W025-1919-1921	10	2
T0210N0160W007-1958-1960	10	2
T0210N0170W024-1958-1960	10	2
T0210N0170W024-1961-1963	10	2
T0210N0160W005-<Null>	9	2
T0210N0160W018-1934-1936	9	2
T0210N0170W023-1979-1981	9	2
T0210N0170W023-1973-1975	9	2
T0210N0160W019-<Null>	9	2
T0210N0160W008-1973-1975	9	2
T0210N0170W024-1970-1972	9	2
T0210N0160W008-1982-1984	8	2
T0220N0160W027-1967-1969	8	2
T0210N0160W020-<Null>	8	2
T0210N0170W023-1919-1921	8	2
T0210N0170W024-1973-1975	8	2
T0210N0160W018-1952-1954	8	2
T0210N0170W024-1967-1969	8	2
T0210N0170W025-1943-1945	8	2
T0210N0170W023-1952-1954	8	2
T0220N0160W030-1955-1957	8	2
T0210N0170W013-1961-1963	8	2
T0210N0160W005-1964-1966	7	2
T0220N0160W028-1952-1954	7	2
T0210N0160W007-1946-1948	7	2
T0210N0160W005-1970-1972	7	2
T0220N0160W027-1985-1987	7	2
T0210N0170W023-1985-1987	7	2
T0210N0170W025-1946-1948	7	2
T0210N0160W019-1943-1945	7	2
T0210N0160W008-1967-1969	7	2
T0210N0160W017-1970-1972	7	2

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Section -- Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0170W025-<Null>	7	2
T0210N0170W023-1976-1978	7	2
T0220N0160W027-1976-1978	7	2
T0210N0160W019-1955-1957	7	2
T0210N0160W018-1937-1939	7	2
T0220N0160W031-1961-1963	7	2
T0210N0170W025-1913-1915	7	2
T0220N0160W028-1955-1957	7	2
T0210N0160W018-1919-1921	7	2
T0210N0170W013-1970-1972	6	2
T0220N0160W026-1982-1984	6	2
T0210N0160W019-1958-1960	6	2
T0210N0160W005-1967-1969	6	2
T0210N0170W024-1904-1906	6	2
T0220N0160W033-1952-1954	6	2
T0210N0170W024-1979-1981	6	2
T0210N0170W001-1967-1969	6	2
T0220N0160W027-1988-1988	6	2
T0210N0170W013-1973-1975	6	2
T0210N0170W023-1910-1912	6	2
T0210N0160W005-1979-1981	6	2
T0210N0170W012-1955-1957	5	1
T0210N0160W018-1928-1930	5	1
T0210N0170W013-1949-1951	5	1
T0220N0160W033-1940-1942	5	1
T0210N0160W019-1934-1936	5	1
T0210N0170W024-1976-1978	5	1
T0220N0170W025-1961-1963	5	1
T0210N0170W025-1955-1957	5	1
T0210N0160W019-1952-1954	5	1
T0220N0170W025-1970-1972	5	1
T0210N0170W025-1964-1966	5	1
T0210N0160W005-1976-1978	5	1
T0210N0170W013-1988-1988	5	1
T0210N0170W013-1976-1978	5	1
T0220N0160W012-1985-1987	5	1
T0210N0170W025-1958-1960	5	1
T0210N0160W008-1985-1987	5	1

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0220N0160W025-1940-1942	4	1
T0220N0160W012-<Null>	4	1
T0210N0170W013-1967-1969	4	1
T0220N0160W027-1970-1972	4	1
T0210N0160W019-1937-1939	4	1
T0210N0160W019-1949-1951	4	1
T0210N0170W025-1973-1975	4	1
T0210N0170W012-1949-1951	4	1
T0210N0170W023-1913-1915	4	1
T0210N0170W024-1982-1984	4	1
T0210N0160W017-<Null>	4	1
T0210N0170W025-1925-1927	4	1
T0220N0160W027-1958-1960	4	1
T0210N0170W022-1940-1942	4	1
T0220N0160W033-1949-1951	4	1
T0220N0160W027-1961-1963	4	1
T0210N0170W001-<Null>	4	1
T0210N0170W025-1982-1984	4	1
T0200N0170W005-<Null>	4	1
T0210N0170W024-1922-1924	4	1
T0210N0170W025-1970-1972	4	1
T0210N0160W018-1931-1933	3	1
T0210N0160W021-<Null>	3	1
T0210N0170W025-1916-1918	3	1
T0210N0170W025-1937-1939	3	1
T0220N0160W019-1982-1984	3	1
T0210N0160W018-1913-1915	3	1
T0220N0160W026-1970-1972	3	1
T0220N0160W012-1973-1975	3	1
T0220N0170W025-1967-1969	3	1
T0220N0170W025-<Null>	3	1
T0200N0170W004-<Null>	3	1
T0210N0170W012-1931-1933	3	1
T0210N0170W025-1952-1954	3	1
T0220N0160W029-1955-1957	3	1
T0220N0160W026-1988-1988	3	1
T0210N0170W012-1946-1948	3	1
T0210N0170W025-1976-1978	3	1

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0170W024-1985-1987	3	1
T0210N0160W017-1988-1988	3	1
T0220N0160W012-1982-1984	3	1
T0210N0160W004-1961-1963	3	1
T0210N0160W008-1976-1978	3	1
T0220N0160W024-<Null>	3	1
T0220N0160W027-1973-1975	3	1
T0210N0160W020-1982-1984	3	1
T0210N0170W024-1988-1988	3	1
T0210N0160W020-1964-1966	2	1
T0210N0170W012-1940-1942	2	1
T0210N0160W007-1940-1942	2	1
T0210N0160W004-1940-1942	2	1
T0210N0160W004-1973-1975	2	1
T0210N0170W022-1964-1966	2	1
T0210N0160W019-1946-1948	2	1
T0210N0160W004-1982-1984	2	1
T0220N0160W012-1964-1966	2	1
T0220N0160W014-1985-1987	2	1
T0210N0170W022-1979-1981	2	1
T0220N0160W013-<Null>	2	1
T0210N0160W004-1964-1966	2	1
T0210N0160W021-1988-1988	2	1
T0210N0160W020-1985-1987	2	1
T0220N0160W027-1955-1957	2	1
T0210N0160W015-<Null>	2	1
T0210N0170W012-1943-1945	2	1
T0210N0160W008-1988-1988	2	1
T0210N0170W026-1979-1981	2	1
T0210N0160W020-1973-1975	2	1
T0210N0170W026-<Null>	2	1
T0210N0170W025-1931-1933	2	1
T0210N0160W008-1952-1954	2	1
T0220N0160W031-1958-1960	2	1
T0220N0170W025-1964-1966	2	1
T0220N0160W031-1955-1957	2	1
T0220N0160W014-<Null>	2	1
T0210N0160W004-1967-1969	2	1

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0210N0160W006-1964-1966	2	1
T0210N0160W029-<Null>	2	1
T0210N0170W025-1967-1969	2	1
T0210N0170W024-1886-1888	2	1
T0220N0160W034-1970-1972	2	1
T0210N0170W013-<Null>	2	1
T0220N0150W007-1985-1987	2	1
T0220N0160W013-1973-1975	2	1
T0210N0170W025-1985-1987	2	1
T0210N0170W014-1946-1948	2	1
T0210N0160W030-1964-1966	1	1
T0220N0160W027-1952-1954	1	1
T0210N0170W011-1973-1975	1	1
T0220N0160W012-1988-1988	1	1
T0220N0170W024-<Null>	1	1
T0220N0160W013-1979-1981	1	1
T0220N0160W032-1973-1975	1	1
T0220N0160W033-1928-1930	1	1
T0210N0170W014-1973-1975	1	1
T0210N0160W008-1955-1957	1	1
T0210N0170W025-1910-1912	1	1
T0210N0170W011-1985-1987	1	1
T0210N0170W024-1889-1891	1	1
T0210N0170W012-1952-1954	1	1
T0220N0150W007-<Null>	1	1
T0220N0160W013-1982-1984	1	1
T0210N0170W025-1922-1924	1	1
T0210N0160W019-1988-1988	1	1
T0210N0170W024-1907-1909	1	1
T0210N0170W022-1934-1936	1	1
T0220N0160W030-1952-1954	1	1
T0210N0160W008-1964-1966	1	1
T0210N0160W007-1949-1951	1	1
T0210N0170W024-1901-1903	1	1
T0210N0160W004-<Null>	1	1
T0210N0170W011-<Null>	1	1
T0210N0170W014-1937-1939	1	1
T0210N0170W014-1985-1987	1	1

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0200N0170W004-1949-1951	1	1
T0210N0170W014-1934-1936	1	1
T0230N0150W032-<Null>	1	1
T0210N0170W023-1916-1918	1	1
T0210N0170W035-<Null>	1	1
T0220N0160W012-1970-1972	1	1
T0210N0170W025-1979-1981	1	1
T0210N0170W013-1958-1960	1	1
T0210N0170W025-1898-1900	1	1
T0220N0160W034-1946-1948	1	1
T0220N0160W014-1961-1963	1	1
T0210N0170W014-1970-1972	1	1
T0210N0160W007-1952-1954	1	1
T0210N0170W023-1922-1924	1	1
T0210N0160W020-1952-1954	1	1
T0210N0170W012-1919-1921	1	1
T0210N0160W008-1910-1912	1	1
T0210N0170W023-1904-1906	1	1
T0210N0160W008-1943-1945	1	1
T0210N0160W018-1904-1906	1	1
T0210N0170W025-1988-1988	1	1
T0210N0170W012-1934-1936	1	1
T0210N0170W035-1985-1987	1	1
T0210N0160W007-1937-1939	1	1
T0210N0160W010-1985-1987	1	1
T0210N0170W025-1904-1906	1	1
T0220N0160W026-1976-1978	1	1
T0210N0160W006-1967-1969	1	1
T0220N0160W023-<Null>	1	1
T0220N0160W027-1940-1942	1	1
T0210N0170W035-1955-1957	1	1
T0210N0170W023-1931-1933	1	1
T0210N0170W034-1952-1954	1	1
T0210N0160W020-1967-1969	1	1
T0210N0170W035-1910-1912	1	1
T0210N0160W004-1958-1960	1	1
T0210N0160W028-<Null>	1	1
T0220N0160W032-<Null>	1	1

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Section – Construction Year Bins	Sum of Unknowns	20% FV Required
T0220N0160W020-<Null>	1	1
T0200N0170W005-1949-1951	1	1
T0210N0170W034-<Null>	1	1
T0220N0160W022-1979-1981	1	1
T0210N0160W008-1970-1972	1	1
Total	10354	2268



CITY OF KINGMAN, ARIZONA

**UNDERGROUND UTILITY PIPELINE CONSTRUCTION
&
RELATED INFRASTRUCTURE**

Felix Construction Company

JOB ORDER CONTRACT

CONSTRUCTION SERVICES

CONTRACT NO. ENG23-0129

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**CITY OF KINGMAN
UNDERGROUND UTILITY PIPELINE CONSTRUCTION & RELATED INFRASTRUCTURE
JOB ORDER CONTRACT – CONSTRUCTION SERVICES
CONTRACT NO. ENG23-0129**

THIS CONTRACT is made and entered into on the 20th day of February, 2024, by and between City of Kingman, hereinafter designated the "City" and Felix Construction Company hereinafter called the "Job Order Contractor" or "JOC". This is a one year contract from the date above. This JOC may be renewed for up to four (4) additional one-year terms. Renewal of the contract will be based on the successful performance by the JOC contractor and the needs of the City.

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 JOC as follows:

ARTICLE 1 - TERMS AND DEFINITIONS

"Agreement ("Contract") This agreement including its attachments, modifications and Job Orders that may be issued.

"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 JOC will be paid at a rate shown for such equipment in the GMP. The amount of the Change Order shall reflect 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 JOC 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 JOC has entered into this Contract and for whom the services are to be provided pursuant to said Contract.

"Job Order" A specific written agreement between the City and the Job Order Contractor for Work to be performed under this Contract.

"Job Order Contractor" or "JOC" The firm selected by the City to provide design and construction services as detailed in this Agreement.

"Job Order Contractor's Representative" Job Order Contractor's duly authorized representative specifically authorized to act for Job Order Contractor by executing the Contract and any modifications thereto. Job Order Contractor's duties include administration of the Contract on behalf of Job Order Contractor and performance of the Work.

"Contract Amendment" See the definition for Change Order.

"Contract Documents" The following items and documents executed by the City and the JOC: (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.

"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.

"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 JOC 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.

"Engineer" The architectural or engineering firm designated by City to prepare plans and specifications for the Work and perform other design or submittal services as required by City. If an architectural or engineering firm is not designated, the Engineer's duties will be performed by City's Authorized Representative.

"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.

"Guaranteed Maximum Price" or "GMP" The sum of the maximum Cost of the Work; the JOC's Construction Fee; General Conditions Costs, taxes, bonds, insurance costs and Contingencies.

"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 JOC to start the Work.

"Payment Request" The City form used by the JOC 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 JOC 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 JOC is required to submit for approval.

"Risk or Optional Risk" Items of work not included in the GMP cost proposal but may have a reasonable chance of occurring.

"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 JOC 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 JOC or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by JOC or any Subcontractor.

"Unit Price Book" or "UPB" The schedule of standard prices and accompanying coefficients for work typical of job orders requested by the City as defined in Exhibit "A" Unit Price Book and the accompanying special provisions and specifications. If the work described is not listed in the Unit Price Book, a negotiated fee shall be used, if no fee can be negotiated, standard pricing through RS Means data with the agreed upon coefficient shall be considered the unit price for the item of work.

"Work" or "Project" Any or all of the services, equipment and/or materials that are required in any Job Order and all labor, services, incidental expenses and material necessary or incidental thereto.

ARTICLE 2 - JOC'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 COK or 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 Government Approvals and Permits

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

2.1.2 With the exception of any required AZPDES permit (See Section 13.30), the City shall be responsible for obtaining all required permits from the Arizona Department of Environmental Quality (ADEQ).

2.2 Pre-construction Conference

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

2.2.2 The purpose of this conference is to establish a working relationship between the JOC, 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.

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

2.2.4 The JOC shall provide a schedule of values based on the categories with a GMP. The schedule of values shall not be greater than the approved rates in the Exhibit A. The schedule of values will subdivide the Work into all items comprising the Work.

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

2.3 Control of the Work

2.3.1 Unless otherwise provided in the Contract Documents to be the responsibility of the City or a separate contractor, JOC 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 JOC to complete the Work consistent with the Contract Documents.

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

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

2.3.3.1 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.

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

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

2.3.5 Before ordering materials or doing work, the JOC 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.

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

at once.

2.3.7 The City will establish all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same unless otherwise noted in the Job Order documents. The JOC 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 JOC's most recent pay request.

2.3.8 JOC 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.

2.3.9 JOC 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, JOC 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.

2.3.10 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 JOC. However, should retesting be required due to JOC's failure to comply with the plans and specifications, the JOC shall pay all costs for retesting.

2.4 Control of the Work Site

2.4.1 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.

2.4.2 JOC shall obtain, at no increase in Contract Price or Contract Time, any additional lands, rights-of-way and easements that JOC, in its sole discretion, requires for temporary facilities, ingress and egress, storage, disposal of spoil or waste material or any other purpose. JOC 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. JOC 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 JOC requires to complete the Project.

2.4.3 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 JOC. Upon reasonable written request, City shall furnish JOC 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 JOC 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. JOC shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

2.4.4 Throughout all phases of construction, including suspension of Work, JOC shall keep the Site reasonably free from debris, trash and construction wastes to permit JOC 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, JOC 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.

2.4.5 JOC 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.

2.4.6 JOC 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.

2.4.7 Only materials and equipment used directly in the Work shall be brought to and stored on the Site by the JOC. 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 JOC.

2.5 Quality Control, Testing and Inspection

2.5.1 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.

2.5.2 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.

2.5.3 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.

2.5.4 The JOC 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 JOC or subcontractor to the JOC. 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.

2.5.4.1 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 JOC.

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

2.5.5 The JOC 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.

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

2.5.7 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 JOC to coordinate and to comply, unless otherwise provided in the Contract Documents.

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

2.6 Project Record Documents

2.6.1 At all times during the construction period, the JOC 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.

2.6.1.1 The JOC 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.

2.6.1.2 The JOC shall mark completely and accurately Project Record Drawing sets of Construction Documents.

2.6.1.3 The JOC shall mark Project Record Drawings sets with red erasable colored pencil.

2.6.1.4 The JOC 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.

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

2.6.2 Upon receipt of the reviewed Project Record Drawings from the City, the JOC 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.

2.6.3 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.

2.7 Project Safety

2.7.1 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.

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

2.7.3 JOC 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.

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

2.7.5 The JOC 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.

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

2.7.7 JOC 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.

2.7.8 JOC 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.

2.7.9 JOC'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.

2.7.10 Nothing in this agreement shall relieve the JOC of his responsibility to maintain traffic, structures, etc., as noted on the plans, specifications, and Special Provisions. The JOC 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 JOC'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

2.8 Warranty

2.8.1 JOC 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.

2.8.2 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 JOC 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.

2.8.3 JOC's warranty obligation shall be in accordance with MAG Specifications.

2.8.4 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. JOC will provide City with all manufacturers' warranties prior to Final Acceptance.

2.9 Correction of Defective Work

2.9.1 JOC 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.

2.9.2 JOC 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 JOC, via the most expeditious means regarding the nature and condition of the defects. In turn, the JOC shall immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with MAG Specifications.

2.9.3 The one year period referenced in Section 2.10.1 above applies only to JOC'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 JOC'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 JOC to fulfill its obligations under the Contract Documents.

3.0.2 City's Representative will also provide JOC with prompt notice if it observes any failure on the part of JOC 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 JOC. 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 JOC.

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 JOC'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 JOC. The JOC 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 may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other general Contractors and with City's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by City. Job Order Contractor shall not commit or permit any act that will interfere with the performance of work by any other general Contractor or by City's employees.

3.3 Permit Review and Inspections

3.3.1 If requested by the JOC, 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.

4.0.3 JOC 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 JOC 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 JOC, 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 JOC 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 JOC 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 JOC 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 JOC 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 JOC 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 JOC from compliance with the requirements of the Contract Documents or be construed as relieving the JOC 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 JOC 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 JOC, 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 JOC 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 JOC, etc.). In such an event, the JOC 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 - Job Orders

5.0 Job Orders

5.0.1 Performance of the Work shall be undertaken only upon the issuance of written Job Orders by City. Job Order forms shall be in accordance with the requirements specified in Appendix "B", and will set forth, with the necessary particularity, the following:

- a. Contract number along with Job Order Contractor's name;
- b. Job Order number and date;
- c. The agreed Work and applicable technical specifications and/or drawings including exclusions and noted risk;
- d. The agreed period of performance and, if required by City, a work schedule;
- e. The place of performance;
- f. The agreed total price for the Work to be performed;
- g. Submittal requirements;
- h. City's authorized representative who will accept the completed Work;
- i. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order; and
- j. Such other information as may be necessary to perform the Work.

5.0.1.1 Job Orders shall be issued as follows:

- a. When City determines Work is needed, City shall notify Job Order Contractor of an existing requirement.
- b. Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by visiting the proposed site in the company of City, or establishing contact with City to further define the scope of the requirement.
- c. After mutual agreement on the scope of the individual Job Order Job Order Contractor shall then prepare a proposal based on the Rates and Price Coefficient from Exhibit A.
- d. Exhibit A shall serve as the basis for establishing the value of the Work to be performed.
- e. Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.
- f. Upon receipt of Job Order Contractor's proposal, City will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.
- g. If City does not issue a Job Order after receipt of Job Order Contractor's proposal, City is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal.
- h. If the JOC does not specifically exclude items in the cost proposal or specifically list items of risk that may have variable costs, any non-listed labor, equipment, and materials or appurtenances needed to complete the job, shall be considered part of the work, except in the case of differing site conditions as described in MAG specifications section 104.2.

5.0.1.2 Job Orders may be amended by City in the same manner as they are issued.

5.0.1.3 The minimum Job Order value is \$5,000.00. The maximum Job Order value is \$1,000,000.00.

ARTICLE 6 - Contract Price

6.0.1 The JOC 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.

6.0.2 The Contract Price will be as approved in the Guaranteed Maximum Price for each job order.

6.0.3 Guaranteed Maximum Price is composed of the not-to-exceed amounts using rates defined in Exhibit A. The JOC is at risk to cover any additional Project costs not specifically excluded or listed as optional risk, except for differing site conditions.

6.0.3.1 The Cost of the Work is a not-to-exceed 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. When the JOC receives final, permitted plans and specifications for all phases and final bids from suppliers and subcontractors, the JOC 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, no extra payment shall be made, unless for work specifically excluded or listed as optional risk by the JOC and agreed to by the City, except in the case of differing site conditions. 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 JOC shall provide a deductive Change Order to the Contract for this amount.

6.0.3.2 The General Conditions Costs (Profit and Overhead) are firm fixed rates as listed in Exhibit A.

6.0.3.3 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.

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

6.0.4.1 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 7 - CHANGES TO THE CONTRACT PRICE AND TIME

7.0 Delays to the Work

7.0.1 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.

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

7.0.3 An extension in Contract Time will not be justified unless JOC, 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 JOC, 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 JOC.

7.0.4 If JOC is prevented from completing any part of the Work within the Contract Times for unforeseeable causes beyond the control of both City and JOC, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be JOC's sole and exclusive remedy for the delay. In no event shall City be liable to JOC, 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 JOC, or (b) delays beyond the control of both parties as specified in paragraph 6.0.3.

7.1 Differing Site Conditions

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

7.2 Errors, Discrepancies, and Omissions

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

7.2.2 If the JOC 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 JOC prior to clarification by the City shall be at the JOC's risk.

7.3 City Requested Change in Work

7.3.1 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.

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

7.4 Change Orders

7.4.1 City and JOC 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.

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

7.5 Minor Changes in the Work

7.5.1 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 JOC. The JOC shall carry out such written orders promptly.

7.5.2 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).

7.6 Extra Work

7.6.1 The JOC shall perform such extra work and charge the Owner at actual cost of labor and materials. The JOC shall have the right to add not more than rates described in Exhibit A to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage shall include all of the JOC's charges for overhead, profit, administration and supervision. The Subcontractor's maximum allowable additions for overhead, profit, administration and supervision shall not exceed the cost of labor and materials plus the rates for profit and overhead described in Exhibit A. The JOC and Subcontractors will not be allowed any additional compensation beyond the allowable markups for overhead, profit, administration and supervision as noted above.

7.6.2 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.

7.6.3 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.

7.7 Contract Modifications

7.7.1 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 JOC for all costs, damages, and expenses of whatever kind or nature, including delay, impact or acceleration damages, which may be occasioned by the modification.

7.8 Emergencies

7.8.1 In any emergency affecting the safety of persons and/or property, JOC 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 8 - PROCEDURE FOR PAYMENT

8.0 Payment Procedure

8.0.1 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.

8.1 Record Keeping and Finance Control

8.1.1 As it relates to Contract "Allowances" or cost based change orders, records of the JOC's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and JOC 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 JOC'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.

8.1.2 The JOC 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 9 - CLAIMS AND DISPUTES

9.0 Dispute Avoidance and Resolution

9.0.1 Dispute resolution shall proceed in accordance with MAG Standard Specifications Section 110.

9.1 Duty to Continue Performance

9.1.1 Unless provided to the contrary in the Contract Documents, JOC shall continue to perform the Work and City shall continue to satisfy its payment obligations to JOC, pending the final resolution of any dispute or disagreement between JOC and City.

9.2 Representatives of the Parties

9.2.1 City's Representatives

9.2.1.1 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:

Michael Garmon, Acting City Engineer

9.2.1.2 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:

Rob Owen, Public Works Director

9.2.1.3 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:

City of Kingman Project Manager

9.2.2 JOC's Representatives

9.2.2.1 JOC 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:

Zach Foster

9.2.2.2 JOC designates the individual listed below as its JOC's Representative (Level II), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Matt Phillips

9.2.2.3 JOC designates the individual listed below as its JOC's Representative (Level I), which individual has the authority and responsibility for avoiding and resolving disputes under MAG Section 110:

Mike Bejarano

ARTICLE 10 - SUSPENSION AND TERMINATION

10.0 Suspension and Termination

10.0.1 The City may suspend or terminate this contract in accordance with MAG Specifications Section 105 and 108.

ARTICLE 11 - INSURANCE AND BONDS

11.0 Insurance Requirements

11.0.1 THE INSURANCE REQUIREMENTS ATTACHED TO THIS AGREEMENT SHALL BE REQUIRED FOR USE ON THIS PROJECT AS SHOWN BELOW.

11.0.2 PERSONAL OR INDIVIDUAL BONDS ARE NOT ACCEPTABLE.

11.0.3 JOC 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 JOC, his agents, representatives, employees or Subcontractors.

11.0.4 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

11.0.5 The City in no way warrants that the minimum limits contained herein are sufficient to protect the JOC from liabilities that might arise out of the performance of the work under this Agreement by the JOC, his agents, representatives, employees, or subcontractors, or otherwise limit the City's recourse to any remedy available at law or in equity. JOC is free to purchase such additional insurance as may be determined necessary.

11.0.6 Minimum Scope And Limits Of Insurance. JOC shall provide coverage with limits of liability not less than those shown below:

11.0.7 Commercial General Liability.

11.0.7.1 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.

11.0.8 Automobile Liability.

11.0.8.1 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.

11.0.9 Worker's Compensation and Employers' Liability

11.0.9.1 JOC shall maintain Worker's Compensation insurance at the statutory level.

11.0.9.2 Employer's Liability shall be at a minimum of \$1,000,000 each accident, \$500,000 disease policy limits, \$100,000 each employee.

11.0.10 Pollution Liability

11.0.10.1 Pollution liability is to be written on an occurrence form basis. If the policy is written on a claims made basis, JOC 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.

11.0.11 Professional Liability

11.0.11.1 If the Job Order requires the JOC to perform design services, the JOC shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the JOC 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 JOC 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.

11.0.12 Excess Liability

11.0.12.1 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.

11.0.13 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

11.0.13.1 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 JOC even if those limits of liability are in excess of those required by this Agreement.

11.0.13.2 The JOC'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.

11.0.13.3 The insurance Coverage provided by the JOC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

11.0.13.4 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.

11.0.13.5 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 JOC from potential insurer insolvency.

11.0.14 Verification Of Coverage.

11.0.14.1 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.

11.0.14.2 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

11.0.14.3 Subcontractors. JOC 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. JOC shall be responsible for ensuring that all Subcontractors endorse JOC 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.

11.1 Bonds and Other Performance Security

11.1.1 Prior to execution of a job order, the JOC 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.

11.1.2 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.

11.1.3 The bonds shall be made payable and acceptable to the City.

11.1.4 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.

11.1.5 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 JOC shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.1.6 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.

11.1.7 If the JOC prefers an annual performance bond, the amount shall be agreed to by both the JOC and the City. If the total amount of job order work exceeds the amount of the performance bond, the bond must be increased before additional job orders can be issued.

ARTICLE 12 - INDEMNIFICATION

12.0 JOC's General

12.0.1 To the fullest extent permitted by law, the JOC 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 JOC or any such contractor, subcontractor or design professional or other persons employed or used by the JOC or any such contractor, subcontractor or design professional in the performance of the contract or subcontract.

12.0.2 In any and all claims against the indemnified parties by any employee of the JOC, 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 JOC, or any subcontractor, or any supplier or other person under workmen's compensation acts, disability benefit acts, or other employee acts.

12.0.3 The JOC 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 JOC to faithfully perform the work and all of the work and all of the JOC'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.

12.0.4 The indemnification, hold harmless provisions and City's Liability Insurance set forth herein shall survive any termination of this Agreement.

12.0.5 The JOC 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 13 - GENERAL PROVISIONS

13.0 Contract Documents

13.0.1 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.

13.0.2 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

13.0.2.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small-scale drawings.

13.0.3 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.

13.0.3.1 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.

13.0.3.2 The Contract Documents form the entire agreement between City and JOC 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.

13.0.3.3 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.

13.1 Time is of the Essence

13.1.1 City and JOC 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.

13.2 Mutual Obligations

13.2.1 City and JOC 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.

13.3 Cooperation And Further Documentation

13.3.1 The JOC 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.

13.4 Assignment

13.4.1 Neither JOC 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.

13.5 Successorship

13.5.1 JOC and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.6 Third Party Beneficiary

13.6.1 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 JOC, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the JOC and not for the benefit of any other party.

13.7 Governing Law

13.7.1 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.

13.8 Severability

13.8.1 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.

13.9 Compliance with Laws

13.9.1 The JOC understands and acknowledges the applicability to it of the American with Disabilities Act of 1990, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The JOC 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, JOC hereby warrants to the City that the JOC 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").

13.9.1.1 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the JOC to penalties up to and including termination of this Contract at the sole discretion of the City.

13.9.1.2 The City retains the legal right to inspect the papers of the JOC, any Contractor or Subcontractor's employee who works on this Contract to ensure that the JOC 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 JOC 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 JOC and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The JOC 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.

13.9.1.3 Neither the JOC nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the JOC 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.

13.9.2 The JOC 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.

13.9.3 The JOC shall require a drug free workplace for all employees working under the Contract. Specifically, all employees of the JOC who are working under a contract with the City shall be notified, in writing, by the JOC 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.

13.9.4 The JOC will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The JOC 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 JOC 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.

13.9.5 The JOC, will, in all solicitations or advertisements for employees placed by or on behalf of the JOC, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

13.9.6 The JOC 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 JOC'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.

13.9.7 The JOC 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 JOC 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.

13.9.8 In the event of the JOC'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 JOC 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.

13.9.9 The JOC 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 JOC 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 JOC 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 JOC may request the United States to enter into such litigations to protect the interests of the United States.

13.9.10 CMAR hereby certifies that is it not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393

13.10 Legal Requirements

13.10.1 JOC 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.

13.10.2 It is not the JOC's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the JOC recognizes that portions of the Construction Documents are at variance therewith, the JOC shall promptly notify the City in writing, describing the apparent variance or deficiency.

13.11 Independent Contractor

13.11.1 The JOC 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 JOC as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the JOC 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.

13.12 City's Right Of Cancellation

13.12.1 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.

13.13 Survival

13.13.1 All warranties, representations and indemnifications by the JOC shall survive the completion or termination of this Agreement.

13.14 Covenant Against Contingent Fees

13.14.1 The JOC 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.

13.15 No Waiver

13.15.1 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.

13.16 Notice

13.16.1 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 JOC: Felix Construction Company, 2530 S. 52nd Ave. Phoenix, AZ 85043 (fax 480-464-0078)

to City: City Engineer, 310 N. 4th Street, Kingman, AZ 86401 (fax 928-753-8118)

Copy to: City Clerk, 310 N. 4th Street, Kingman, AZ 86401 (fax 928-753-6867)

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.

13.17 Hazardous Materials

13.17.1 Unless included in the Work, if the JOC 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.

13.17.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the JOC shall not resume work in the affected area until the material has been abated or rendered harmless. The JOC and the City may agree, in writing, to continue work in non-affected areas onsite.

13.17.3 An extension of Contract Time may be granted in accordance with Article 6.

13.17.4 The JOC will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

13.18 Traffic Control

13.18.1 JOC 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.

13.19 JOC's Affidavit

13.19.1 JOC shall submit a signed copy of the JOC's Affidavit Regarding Settlement of Claims, attached as Exhibit C, prior to final payment.

13.20 Necessary Work Done By City Forces

13.20.1 During the construction of this project, if the JOC 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 JOC's responsibility, the City shall be reimbursed by the JOC. Each incident requiring work by City forces shall be covered by a separate billing.

13.20.2 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.

13.21 Equipment Rental Rates For Actual Cost Work

13.21.1 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.

13.21.2 Compensation under these procedures shall apply to JOC/ subcontractor-owned equipment only. Leased or rented equipment costs will be compensated as specified in A.D.O.T. 109.04(D)(3)(c).

13.22 Shop Drawings

13.22.1 The City shall advise the JOC for items requiring submittal for review and/or submittal as Product Data.

13.22.2 The JOC 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.

13.22.3 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 JOC 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. JOC'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.

13.22.4 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.

13.22.5 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

13.22.6 The JOC 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.

13.22.7 If the shop drawings show departures from the Contract requirements, the JOC 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.

13.22.8 The review of shop drawings will be general and shall not relieve the JOC 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.

13.22.9 The procedure in seeking review of the shop drawings shall be as follows:

- a. The JOC 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 JOC 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 JOC at an address designated by the JOC.
- 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 JOC 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 JOC upon resubmittal.
- f. The JOC shall revise and resubmit the shop drawing as required, until they are stamped either "No Exceptions Taken" or "Make Corrections Noted."
- g. After the JOC'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 JOC may ask for a time extension without monetary compensation, if they can present valid, factual evidence that actual damages were incurred by the JOC. The City shall determine the amount of the time extension to be awarded the JOC.
- h. The JOC shall not install any materials or equipment until the shop drawings have attached either "No Exceptions Taken" or "Make Corrections Noted" status.

13.22.10 The JOC shall be responsible for all extra costs incurred by the City caused by the JOC'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 JOC shall reimburse the City for the Design Professional's charges for such time. In the event that JOC requests a substitution for a previously approved item, JOC 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 JOC.

13.23 Date Of Final Acceptance And Beginning Of Warranty Period

13.23.1 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.

13.23.2 No partial acceptance, no partial Certificate of Substantial Completion and no partial occupancy shall be approved by the City.

13.23.3 Final acceptance will not be issued until all items of work, including punch list items, have been completed.

13.24 Payment For Stored Materials

13.24.1 The City will not pay for materials stored on site unless the material is properly stored, and the material has been paid for. The JOC shall submit copies of invoices marked, "PAID", or other proof acceptable to the City indicating that the material, has in fact been paid for.

13.24.2 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 JOC and the City and the site is properly secured against theft, vandalism, and other losses.

13.25 The Clean Air Act

13.25.1 The JOC 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 City agrees to report all violations thereof to the Environmental Protection Agency and specifically to comply with the following:

13.25.1.1 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 City or its JOCs and latter's subcontractors (4) for the construction, supply and service contracts entered into by the City for the purpose of accomplishing this project.

13.25.1.2 The City and JOC 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:

13.25.1.3 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;

13.25.1.4 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;

13.25.1.5 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;

13.25.1.6 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;

13.25.1.7 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).

13.25.1.8 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.

13.26 Project Closeout

13.26.1 Prior to the final payment to the JOC, the JOC shall furnish to the City Project Representative for review the following written guarantees, warranties, manuals and equipment lists.

WRITTEN GUARANTEES

- JOC - One (1) year.
- Asphalt paving, coatings, earthwork, and all other subcontractors - One (1) year.
- Any special guarantees, period called out in applicable Special Provisions

13.27 Approved Applicators

13.27.1 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 JOC's responsibility to ensure that any Subcontractors used for such work be approved applicators.

13.28 Progress Meeting

13.28.1 At a time designated by the City, a Weekly Progress Meeting will be held at the job site. The JOC, together with representatives of his major Subcontractors, shall attend, as will the City. The JOC 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.

13.29 Asbestos-Free Facility Material Certification

13.29.1 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.

13.29.2 The JOC 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 D and covers all work and materials provided by the JOC, his subcontractors or others under the direction of the JOC. This certification must be signed, notarized and submitted prior to final payment.

13.29.3 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 JOC install material containing detectable asbestos without notifying the City or his representative, the JOC shall remove and replace such material with material not containing asbestos at no cost to the City.

13.30 Arizona Pollutant Discharge Elimination System (AZPDES)

13.30.1 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 JOC 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 JOC shall be responsible for providing necessary materials and for taking appropriate measures to minimize pollutants in storm water runoff from the project.

13.30.2 The JOC shall be responsible for preparing the Storm Water Pollution Prevention Plan (SWPPP) and for obtaining any required AZPDES permits for the construction projects.

13.30.3 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 JOC'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 JOC's noncompliance. Upon approval, the City will partially prepare a Notice Of Intent (NOI) and give it to the JOC. The JOC shall complete, certify and submit the NOI to the ADEQ with a copy to the City. In addition, the JOC 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

13.30.4 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.

13.30.5 It is the JOC's responsibility to perform inspections of all storm water pollution control devices on the project in accordance with Permit requirements. The JOC 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.

13.30.6 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.

13.30.7 No condition of the AZPDES Permit shall release the JOC from any responsibilities or requirements under other environmental statutes or regulations.

13.30.8 Within 30 calendar days after completion of all work (including final stabilization when applicable) the JOC 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 JOC.

13.31 Temporary Utilities For Construction

13.31.1 "Temporary utility service" shall be defined as any utility service or usage by the JOC 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 JOC 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 JOC prior to final acceptance of the facility by the City is included in the definition of "temporary utility service". The JOC 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.

13.31.2 In the case of Type 1 services, it shall be the JOC'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 JOC's responsibility shall include the setting of temporary power and telephone poles, the temporary extension of utility lines, and installation of meters. The JOC 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.

13.31.3 For Type 2 services, the JOC shall install the service lines and meters for the facility as required by the project plans and specifications.

13.32 Utility Lines, Poles And Pedestals

13.32.1 JOC 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. JOC 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 JOC shall include these costs in the GMP. JOC will not be responsible for any local utility company costs for permanent relocation.

13.32.2 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.

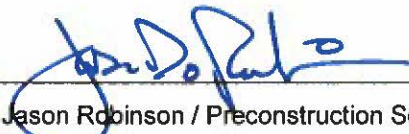
CITY OF KINGMAN, ARIZONA

Attest:


Ken Watkins, Mayor


Annie Meredith, City Clerk

Felix Construction Company


Jason Robinson / Preconstruction Services Manager



STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was subscribed and sworn to before me this 19th
day of January, 20 24, by Jason Robinson.

Hope Silverthorn
Notary Public

My Commission Expires: May 19, 2024





EXHIBIT A JOB ORDER PRICING

1. Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, bonds, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.

2. Pricing the Work.

2.1. The actual pricing for work performed under the Contract will be based on the following method to be determined by the Engineer:

2.1.1. A negotiated GMP price for the work with RATES not to exceed those mutually agreed to below in Section 2.2, or

2.1.2. In the case that Job Order Contractor does not self-perform any work, the mutually agreed work provided by subcontractors and material suppliers modified by the corresponding coefficient of that item as shown in Table A1.

Table A1

Amount of Job Order	\$0 – \$50,000	\$50,000 – \$100,000	\$100,000 – \$250,000	\$250,000 – \$1,000,000
Pricing Coefficient	24.27 (750%)	23.77 (750%)	23.27 (750%)	23.02 (750%)

City of Kingman JOC Pricing Coefficient

ENG23-0129, JOC for Underground Utility Pipeline Construction & Related Infrastructure

Contractor: Felix Construction Company



Indirect Cost of the Work	\$0.00 to \$50,000	\$50,001.00 to \$100,000	\$100,001 to \$250,000	\$250,001 to \$1,000,000
Overhead	6.00%	6.00%	5.75%	5.75%
Profit	10.00%	9.50%	9.25%	9.00%
Payment & Performance Bonds	1.20%	1.20%	1.20%	1.20%
Insurance	1.00%	1.00%	1.00%	1.00%
Tax (65% of .0935)	6.078%	6.078%	6.078%	6.078%
Total Indirect Cost %	24.27750%	23.77750%	23.27750%	23.02750%

2.2. All negotiated GMP prices for individual Job Orders shall be per the RATES shown in Table A2.

2.2.1. Labor rates shall include all fringe benefits.

2.2.2. Equipment rates shall include all fuel, maintenance, etc.

2.2.3. All operator rates shall be listed separately unless otherwise noted.

Table A2**Hourly Labor Rates**

		Hourly
1	1.01 Foreman	\$69.00
	1.02 Equipment Operator	\$57.50
	1.03 Laborer	\$46.00
	1.04 Project Manager	\$102.35
	1.05 Project Engineer	\$66.70
	1.06 Superintendent	\$92.00
	1.07 Skilled Tradesman	\$57.50
	1.08 Skilled Worker (Apprentice)	\$47.15
	1.09 Semi Skilled Worker	\$46.00
	1.10 Pipe Fitter	\$51.25
	1.11 Per Diem and Subsistence will be charged on a case by case basis (per diem is \$25/day/employee, subsistence is \$30/day/2 employees)	

Table A2 cont.

Equipment Rates

		Make	Model	Type of Equipment	Hourly
2	2.01	¾ Ton Pick-up Truck (PM & PE)		Truck	\$19.95
	2.02	¾ Ton Pick-up Truck (Superintendent)			\$21.84
	2.03	¾ Ton Pick-up Truck w/ tools		Truck	\$33.04
	2.04	Water Truck			\$50.79
	2.05	Porta-John (monthly rental)			\$240.80
	2.06	Handwash Station (monthly rental)			\$151.20
	2.07	Backhoe			\$76.41
	2.08	Boom Truck			\$79.03
	2.09	Vactor Truck			\$196.00
	2.10	Dump Truck			\$78.42
	2.11	Sunbelt, Water Buffalo			\$21.84
	2.12	Excavator			\$151.51
	2.13	Compactor			\$35.40
	2.14	Internal Tool rental (Safety Supplies, Consumables, Etc.)			\$8.00
	2.15	Street Sweeper			\$85.00
	2.16	Transport (Trip Rate)			\$450.00
	2.17	Dumpster (monthly rental)			\$450.00
	2.18	Skip Steer			\$69.60
	2.19	Forklift (10,000lb)			\$139.90

Table A2 cont.		Material Costs	
3	Construction Materials – as a fixed percentage mark-up on your cost as shown in Table A1		
Equipment Rental Rates			
The City's preference is that owned equipment be used whenever possible; the use of rental equipment must be pre-approved by City for each Job Order			
4	Equipment rentals – as a fixed percentage mark-up on your cost		10%
Mobilization Rates			
Mobilization Rates will be uniform for each Contractor and shall be based on the following fee schedule			
5	5.01	0 to 60,000 lbs. Up to 40 miles one direction if transported * <i>*If equipment isn't transported, then the hourly rate for equipment will be paid</i>	Flat Rate of \$1,500.00 Each way
	5.02	0 to 60,000 lbs. Over 40 miles one direction	\$2,500.00 Each way
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 1

**BETWEEN THE CITY OF KINGMAN AND
FELIX CONSTRUCTION COMPANY
JOB ORDER CONTRACT –
UNDERGROUND UTILITY PIPELINE CONSTRUCTION
& RELATED INFRASTRUCTURE
CONTRACT NO. ENG23-0129**

This Amendment shall be made to the Construction Services Agreement dated February 20, 2024 by and between the City of Kingman (City) and Felix Construction Company (Contractor).

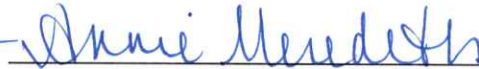
THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of February 20, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from February 20, 2025 through February 20, 2026.
- All other terms and conditions remain the same in their entirety.

.....
CITY OF KINGMAN, ARIZONA

Attest:


Ken Watkins, MAYOR


Annie Meredith, CITY CLERK

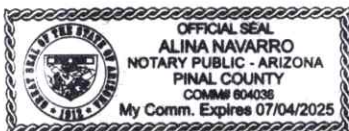
.....
FELIX CONSTRUCTION COMPANY


Jason Robinson / Preconstruction Services Manager

State of Arizona)
)ss
County of Maricopa)

Subscribed and Sworn to Before Me

This 27th day of JANUARY, 20 25




Notary Public
My Commission Expires: 07/04/2025



EXHIBIT A JOB ORDER PRICING

1. Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, bonds, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.
2. Pricing the Work.
 - 2.1. The actual pricing for work performed under the Contract will be based on the following method to be determined by the Engineer:
 - 2.1.1. A negotiated GMP price for the work with RATES not to exceed those mutually agreed to below in Section 2.2, or
 - 2.1.2. In the case that Job Order Contractor does not self-perform any work, the mutually agreed work provided by subcontractors and material suppliers modified by the corresponding coefficient of that item as shown in Table A1.

Table A1

Amount of Job Order	\$0 – \$50,000	\$50,000 – \$100,000	\$100,000 – \$250,000	\$250,000 – \$1,000,000
Pricing Coefficient	24.27750%	23.77750%	23.27750%	23.02750%

- 2.2. All negotiated GMP prices for individual Job Orders shall be per the RATES shown in Table A2.
 - 2.2.1. Labor rates shall include all fringe benefits.
 - 2.2.2. Equipment rates shall include all fuel, maintenance, etc.
 - 2.2.3. All operator rates shall be listed separately unless otherwise noted.

Table A2 Hourly Labor Rates		
		Hourly
1	1.01 Foreman	\$69.00
	1.02 Equipment Operator	\$57.50
	1.03 Laborer	\$46.00
	1.04 Project Manager	\$102.75
	1.05 Project Engineer	\$73.46
	1.06 Superintendent	\$97.41
	1.07 Skilled Tradesman	\$57.50
	1.08 Skilled Worker (Apprentice)	\$47.15
	1.09 Semi Skilled Worker	\$46.00
	1.10 Pipe Fitter	\$51.25
	1.11 Admin	\$52.20
	1.12 Journeyman	\$57.50
	1.13 Estimator	\$99.29
	1.14 Per Diem and Subsistence will be charged on a case by case basis (per diem is \$25/day/employee, subsistence is \$130/day/2 employees)	

Table A2 cont.

Equipment Rates

		Make	Model	Type of Equipment	Hourly
2	2.01	¾ Ton Pick-up Truck (PM & PE)		Truck	\$19.95
	2.02	¾ Ton Pick-up Truck (Superintendent)			\$21.84
	2.03	¾ Ton Pick-up Truck w/ tools		Truck	\$33.04
	2.04	Water Truck			\$50.79
	2.05	Porta-John (monthly rental)			\$240.80
	2.06	Handwash Station (monthly rental)			\$151.20
	2.07	Backhoe			\$76.41
	2.08	Boom Truck			\$79.03
	2.09	Vactor Truck			\$196.00
	2.10	Dump Truck			\$78.42
	2.11	Sunbelt, Water Buffalo			\$21.84
	2.12	Excavator			\$151.51
	2.13	Compactor			\$35.40
	2.14	Internal Tool rental (Safety Supplies, Consumables, Etc.)			\$8.00
	2.15	Street Sweeper			\$85.00
	2.16	Transport (Trip Rate)			\$450.00
	2.17	Dumpster (monthly rental)			\$450.00
	2.18	Skip Steer			\$69.60
	2.19	Forklift (10,000lb)			\$139.90
	2.20	Compactor – Hand			\$9.00
	2.21	Manlift			\$40.00

Table A2 cont.		Material Costs	
3	Construction Materials – as a fixed percentage mark-up on your cost as shown in Table A1		
Equipment Rental Rates			
The City’s preference is that owned equipment be used whenever possible; the use of rental equipment must be pre-approved by City for each Job Order			
4	Equipment rentals – as a fixed percentage mark-up on your cost		10%
Mobilization Rates			
Mobilization Rates will be uniform for each Contractor and shall be based on the following fee schedule			
5	5.01	0 to 60,000 lbs. Up to 40 miles one direction if transported * <i>*If equipment isn’t transported, then the hourly rate for equipment will be paid</i>	Flat Rate of \$1,500.00 Each way
	5.02	0 to 60,000 lbs. Over 40 miles one direction	\$2,500.00 Each way
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid



JOB ORDER FORM

Date: 2-10-2026

Project Name: LCRR Field Verification

Contract No: ENG23-0129

JOC - Task

Contractor Name: Felix Construction Company

Contractor Address:

Location and Scope of Work: Locate and expose the remaining unknown service lines on City side and Customer side at the meter, to identify and document pipe materials in compliance with Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality (ADEQ) Lead Copper Rule Revisions (LCRR) requirements. This will also include backfill and restoration of each location.

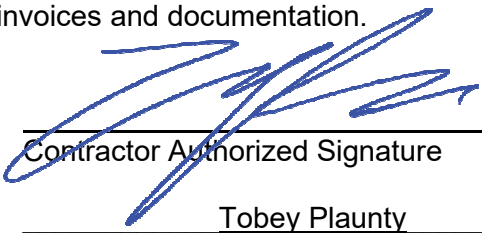
Total (GMP)

Task Not to Exceed: \$249,994.19

Completion Date: 120 calendar days from the day of issuance of NTP.

Payment Submittal Requirements: The Payment submittal will be monthly and must include all pertinent invoices and documentation.

Approved By:


Contractor Authorized Signature

2/10/2026

Date

Tobey Plaunty

Printed Name

Approved By:

City of Kingman

Date

Printed Name



Time & Materials

CONTRACTOR NAME:

Felix Construction Company

Contract Type:

JOC

Owner Contract No.:

ENG23-0129

CO No.:

NA

Felix Job No.:

2104.003

Owner Project Mgr.:

City of Kingman

Prepared By:

Fee Type:

Fixed Fee Based On Agreement

Date:

2/10/2026

Location:

Per City

Revision:

Rev 0

Job Title:

Kingman LCRR Field Verification

Description of Work to be Performed (supporting information attached):

This work includes locating and exposing service lines to identify materials for the City of Kingman's lead inventory program. Crews will excavate, document findings, provide temporary backfill, and restore each location under the existing JOC contract, with pricing aligned to the \$250,000 budget.

SECTION A: LABOR (inclusive of burden)

			Labor Cost	
Position	Unit	Quantity		Total
Estimator	Hours	-	\$ 99.29	\$ -
Project Manager	Hours	254.00	\$ 102.75	\$ 26,098.50
Project Engineer	Hours	-	\$ 73.46	\$ -
Admin	Hours	-	\$ 52.20	\$ -
Project Superintendent	Hours	254.00	\$ 97.41	\$ 24,742.14
Equipment Operator	Hours	254.00	\$ 57.50	\$ 14,605.00
Foreman	Hours	254.00	\$ 69.00	\$ 17,526.00
Journeyman / Skilled Tradesman	Hours	254.00	\$ 57.50	\$ 14,605.00
Apprentice / Skilled Worker	Hours	254.00	\$ 47.15	\$ 11,976.10
Semi Skilled Worker	Hours	-	\$ 46.00	\$ -
Elect Project Manager	Hours	-	\$ 98.14	\$ -
Elect Project Engineer	Hours	-	\$ 72.84	\$ -
Elect Superintendent	Hours	-	\$ 102.82	\$ -
Elect Technician - Foreman	Hours	-	\$ 57.66	\$ -
Elect Technician - Journeyman	Hours	-	\$ 49.02	\$ -
Elect Technician - Apprentice / Laborer	Hours	-	\$ 37.44	\$ -
Elect Admin	Hours	-	\$ 50.92	\$ -
*Any emergency or T&M work that requires overtime will be billed at 1.5 times the listed Unit Prices.				\$ 109,552.74
Item	Unit	Quantity	Unit Price	Total
Backhoe	Hours	254.00	\$ 76.41	\$ 19,408.14
Excavator	Hours	254.00	\$ 151.51	\$ 38,483.54
Loader	Hours	-	\$ 92.55	\$ -
Boom Truck	Hours	-	\$ 79.03	\$ -
Vactor Truck	Hours	-	\$ 196.00	\$ -
Vactor Trailer-Ditch Witch	Hours	254.00	\$ 55.00	\$ 13,970.00
Water Truck	Hours	-	\$ 50.79	\$ -
Water Wagon	Hours	254.00	\$ 21.84	\$ 5,547.36
Air Compressor	Hours	-	\$ 24.09	\$ -
Compactor - Hand	Hours	-	\$ 9.00	\$ -
Roller	Hours	-	\$ 102.18	\$ -
ext. Reach Forklift	Hours	-	\$ 124.91	\$ -
Crane	Hours	-	\$ 331.95	\$ -
Pickup Truck - Light Duty	Hours	254.00	\$ 19.95	\$ 5,067.30
Pickup Truck - 1 Ton	Hours	508.00	\$ 33.04	\$ 16,784.32
Small Tools & Supplies (Consumables)	Hours	-	\$ 8.00	\$ -
Manlift	Hours	-	\$ 38.88	\$ -
Portable Welder	Hours	-	\$ 15.00	\$ -
Trailer Mounted Portable Toilet	Month	156.75	\$ 6.00	\$ 940.50

Subtotal Equipment Cost (B)	\$ 100,201.16
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SECTION C: MATERIALS

			Material Cost	
Item	Unit	Quantity	Unit Price	Total
				\$ -
				\$ -
			Subtotal Material Cost (C)	\$ -

SECTION D: SUBS & CONSULTANTS

SECTION D: SUBS & CONSULTANTS		Description of Work to be Performed (Supporting quote & information attached)	Total Cost
Company			
		Subcontractors	\$ -
		Consultants	\$ -
		Subtotal Subcontractors & Consultants (D)	\$ -

SECTION E: RENTAL EQUIPMENT

SECTION E: RENTAL EQUIPMENT		Description of Rental Equipment (Supporting quote & information attached)	Total Cost
Company			
			\$ -
			\$ -
		Subtotal Rental Equipment (E)	\$ -

SECTION F: GENERAL CONDITIONS OF THE WORK

			General Conditions Cost	
Item	Unit	Quantity	Unit Price	Total
Mobilization / Demobilization	LS	1.00	\$ 1,500.00	\$ 1,500.00
Permits & Environmental Controls	LS	1.00	\$ -	\$ -
Temporary Facilities & Controls	LS	1.00	\$ 991.40	\$ 991.40
Engineering / Testing	LS	1.00	\$ -	\$ -
Site Support	LS	1.00	\$ -	\$ -
Miscellaneous / Other	LS	1.00	\$ -	\$ -
			Subtotal General Conditions (F)	\$ 2,491.40

OVERHEAD: 5.75%

PROFIT: 9.50%

Subtotal Cost of Work (A+B+C+D+E+F) \$ 212,245.30
Overhead on Cost of Work: \$ 12,204.10

Subtotal General Contractor Costs (A+B+C+E+F): \$ 212,245.30
General Contractor Profit: \$ 20,163.30

Subtotal Subcontractor Costs (D) \$ -
Subcontractor Profit (5% of D) \$ -

TOTAL GC and Subcontractor Costs including O&P: \$ 244,612.71
Insurance Costs @ 1.0% \$ 2,446.13
Bond Costs @ 1.2% \$ 2,935.35
Sales Tax (65% of 0%) \$ -

Subtotal Job Cost: \$249,994.19

Project Contingencies \$0.00

Project Allowances \$0.00

Owner must provide prior approval (in writing) before the use of any Allowance or Contingency Funds

TOTAL JOB COST: \$249,994.19

Submitted by:

Project Manager

Tuesday, February 10, 2026

Date

Cost Adjustment Clarifications

Project: Kingman LCRR Field Verification
Date: 2/10/2026
Revision: Rev 0

Includes:

- 1 Labor and equipment for excavation and investigation of service lines on public and private sides (where accessible)
- 2 Minimal traffic control support, as needed, based on field conditions.
- 3 Coordination with City staff for scheduling and access.
- 4 Photo documentation and daily tracking of work completed Using GIS

Excludes:

- 1 Service line replacement or repair.
- 2 Private restoration beyond basic backfill.
- 3 Permitting fees or third-party utility coordination.
- 4 Any items not specifically covered in the attached JOC rate schedule.
- 5 Prevailing and Davis Bacon Wages

Clarifications:

- 1 Pricing reflects labor and equipment hours estimated to utilize but not exceed the available \$250,000 project budget.
- 2 Scope includes investigating and identifying existing water service line materials to support lead inventory compliance.
- 3 Quantities are not defined at this stage; actual progress will depend on field conditions and efficiency once work begins.
- 4 Final quantities and invoicing will be reconciled to actual time and materials.

5 Felix and the City Of Kingman have determined this project is classified as MRRA for tax purposes. If ADOR determines the project is subject to Prime Contracting TPT vs MRRA TPT, Felix will notify The City promptly of such determination. Both parties will exercise good faith efforts to evaluate its legal obligation to pay, and/or contest such determination and obligation to the extent permitted under applicable law. Any portion of tax assessment, including penalties and interest, that Felix is required to pay may be recovered from The City

Price Assumes:

- 1 Hours were estimated based on the expected crew composition and typical use of equipment.

Assumes Owner to Provide:

- 1 Access to properties and excavation locations.
- 2 Signs and traffic control devices, if needed. Based on the scope, we expect traffic control needs to be minimal.
- 3 Construction Water and Water Meter
- 4 Provide any and all permits
- 5 Materials needed for backfilling, Pavement replacement, and leak repair
- 6 Public Notifications and Communications

Potential Contingency Usage:

1

Project Allowance Details:

1



**City Of Kingman
Change Order Pricing Matrix**

Project Name:

Company Name: Felix Construction Company

2/10/2026

	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000	over \$1,000,000
Indirect Cost of the Work					
General & Administrative Expense (Overhead)	6.00%	5.75%	5.75%	5.50%	5.50%
Job Order Contractor's Fee (Profit)	10.00%	9.50%	9.00%	8.75%	8.50%
Payment & Performance Bonds	1.20%	1.20%	1.20%	1.20%	1.20%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes (65% of .081)	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	23.47%	22.72%	22.22%	21.72%	21.47%



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Sarah Hall

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Adoption of 2026 Legislative Policy Statement

SUMMARY:

The Kingman City Council annually adopts a State Legislative Policy Statement to clearly define the City's priorities and positions during the upcoming session of the Arizona Legislature. The policy is focused specifically on issues that directly affect Kingman's ability to deliver essential services, maintain infrastructure, protect local decision-making authority, and support long-term economic growth and quality of life for Kingman residents.

The 2026 policy identifies Kingman's highest priorities, including completion of key infrastructure and economic development projects such as the Kingman Industrial Park Phase II (Flying Fortress Parkway completion) and the Kingman Crossing traffic interchange, as well as positions related to local control, revenue protection, water resource management, public safety, and transportation funding.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Approve the 2026 Legislative Priorities Statement as presented.

SUGGESTED MOTION:

Approve the 2026 Legislative Priorities Statement as presented.

ATTACHMENTS:

[2026 Legislative Policy Statement.pdf](#)



City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 928.753.5561
WWW.CITYOFKINGMAN.GOV

2026 LEGISLATIVE POLICY STATEMENT

The Kingman City Council has identified safety, strong community connections, quality of life, sustainability, and financial stability as priorities in the delivery of City services. The importance of state legislation is that it can impact the City's ability to deliver on its strategic priority commitments, including the provision of many local services such as police, fire, transit, roadways, and parks. During the 2026 State Legislative Session, the City Council endorses the following principles when considering the City's position on state legislative proposals:

TOP ECONOMIC DEVELOPMENT PRIORITIES

The City of Kingman identifies the following infrastructure projects as its highest economic development priorities for the 2026 State Legislative Session. These projects support statewide economic growth, regional transportation connectivity, healthcare access, and long-term job creation in northwestern Arizona.

Kingman Industrial Park Phase II (Flying Fortress Parkway Completion) - Support legislation and funding mechanisms for the completion of Flying Fortress Parkway from Airway Avenue to the Kingman Industrial Park. This project, estimated at \$22 million, will enable the next phase of development of the Kingman Industrial Park, the largest industrial park in Arizona outside of Maricopa County. Completion of this corridor will improve regional freight mobility, enhance transportation infrastructure, and support industrial expansion. The project is expected to attract new employers, promote high-quality job creation, and increase state and local tax revenues.

Kingman Crossing Traffic Interchange - Support legislation and funding mechanisms for the construction of the Kingman Crossing traffic interchange. This project, estimated at \$65 million, is critical to improving access to regional healthcare services and supporting future medical and commercial development. Kingman Regional Medical Center serves as a regional provider for northwestern Arizona and surrounding areas and is the only Mayo-designated hospital in the region and one of four cancer-accredited centers in the State. Improved transportation access will support hospital expansion, enhance emergency and patient access, and facilitate surrounding economic development, including medical, commercial, and retail uses.

LOCAL CONTROL

Preserve Local Decision-Making - The City advocates that the most effective, responsible and responsive government is the government closest to the people. The City supports legislative proposals that preserve or enhance the City's ability to govern locally and opposes legislative proposals that reduce or restrict the City's local authority.

Maintain Flexibility in Service Delivery - The City supports legislative proposals that enable the City to provide services desired by local residents and opposes legislative attempts to require additional services without providing revenue to fund any additional costs associated with the services.

Residential Character of Neighborhoods - Support policies to return local decision-making options regarding short-term rentals and monitor proposals that address business uses in residential areas.

Regulatory Reform - Oppose proposals that limit the City's flexibility to adjust and improve programs and processes that support the existing framework for regulatory reform.

Planning and Engineering Safety - Express concerns regarding proposals that lessen professional planning and engineering requirements that may adversely impact public health and safety.

Online Public Notices – Support legislation to authorize cities to publish required public notices on the local entity's official website. Limited print publication availability and reduced publication frequency can delay notice timelines, impacting development projects, zoning actions, and other time-sensitive City processes.

REVENUE

Preserve Existing Revenue Sources - The City supports legislative proposals that preserve or enhance existing revenue sources and opposes proposals that would reduce or restrict the use of existing revenues as well as proposals that would place additional burdens on establishing or raising fees.

Development Fees - Oppose legislation that would limit or preempt the authority of cities to implement and collect reasonable development fees.

Revenues - Maintain state shared revenues and recover delinquent state shared revenues. These funds support general operations such as public safety, parks, roadways, and other essential services.

Taxes - Use great caution when evaluating policies that restructure sales, property and income taxes and be especially vigilant of unnecessary restrictions and shifting tax burdens that result from proposed changes and oppose proposals that would place additional burdens on establishing or raising taxes.

Transaction Privilege Tax - Monitor proposals that modify state and local tax revenue generated from sales, including online sales.

ECONOMIC DEVELOPMENT

Preserve Local Investments - The City supports proposals that protect the City's investment in infrastructure, capital, and enterprises.

Economic Development - Support legislation that enhances City-supported economic development conditions promoting job creation measures including workforce training and professional development as well as the diversification of economic development policies.

WATER

Local Water Decisions - Support proposals that strengthen the City's ability to manage its water supplies to support growth by using management strategies of responsible use, conservation and protection of our groundwater resources, and oppose those that lessen the ability of the City to proactively manage its water resources.

Statewide Water Management - Support proposals that improve the state's overall management of Colorado River water and groundwater with processes that engage and empower municipal stakeholders and benefit municipal water users.

Groundwater Monitoring Technology – Support legislation and policy changes to explore and implement alternative and emerging technologies for groundwater management and monitoring to improve data reliability and long-term water resource planning.

PUBLIC SAFETY

Law Enforcement and Firefighters – Support proposals promoting resources for the funding of public safety efforts regarding the retention and recruitment of public safety personnel. Oppose proposals that negatively impact public safety or the reduction of public safety funding.

Mental Health Services - Support additional resources for mental health and wellness initiatives, including facilities and programs, as well as focused support for families and veterans.

Victim Advocacy - Support additional resources for victim advocacy and victim advocacy programs, such as Family Advocacy Centers, including appropriate resourcing of medical services.

Post-Arrest Support Services - Support additional resources for justice involved individuals and their families, post arrest, toward education and treatment to reduce recidivism.

TRANSPORTATION AND ROADS

Transportation Funding - Support legislation that strengthens the funding to the City and oppose policies that deplete City resources for road maintenance and infrastructure, including policies that reduce the Highway User Revenue Fund allocations to the City.

Transportation - Advocate for additional funding to the Arizona Department of Transportation to plan, build, preserve, modernize, and expand transportation and infrastructure projects that impact northwestern Arizona.

Infrastructure - Support legislation that would heighten the City's ability to provide infrastructure to attract economic development, and support energy security.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Robert Petrillo

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Underground Utility Pipeline Construction & Related Infrastructure Job Order Contract Renewals ENG23-0129

SUMMARY:

On February 20, 2024 the Council approved Job Order Contracts (JOCs) with four contractors for various Underground Utility Pipeline Construction & Related Infrastructure projects. The initial contract length is for one year with the option of renewal for four additional one year terms. The attached contract amendments from Felix Construction Company, Kincheloe Construction, Lewis Equipment Services, LLC and Premier Backhoe, Inc. will allow staff to continue using these companies using the JOC process.

FISCAL IMPACT:

There is no immediate fiscal impact. All job orders will be procured in accordance with approved annual budget and all City and State rules and regulations.

STAFF RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

Move to approve four Job Order Contract renewals related to Underground Utility Pipeline Construction & Related Infrastructure.

ATTACHMENTS:

[230129 Amendment No. 2 - signed by Felix.pdf](#)
[230129 Amendment No. 2 - ready for signatures.pdf](#)
[230129 Amendment No. 2 Lewis Equipment.pdf](#)
[230129 Premier Backhoe Amendment No. 2.pdf](#)

AMENDMENT NO. 2

**BETWEEN THE CITY OF KINGMAN AND
FELIX CONSTRUCTION COMPANY
JOB ORDER CONTRACT –
UNDERGROUND UTILITY PIPELINE CONSTRUCTION
& RELATED INFRASTRUCTURE
CONTRACT NO. ENG23-0129**

This Amendment shall be made to the Construction Services Agreement dated February 20, 2024 by and between the City of Kingman (City) and Felix Construction Company (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of February 20, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from February 20, 2026 through February 20, 2027.
- All other terms and conditions remain the same in their entirety.

.....
CITY OF KINGMAN, ARIZONA

Attest:

Ken Watkins, MAYOR

Annie Meredith, CITY CLERK

.....
FELIX CONSTRUCTION COMPANY



Jason Robinson / Preconstruction Services Manager

State of Arizona)
)ss
County of Maricopa)

Subscribed and Sworn to Before Me

This 6th day of January, 2026.



Notary Public



My Commission Expires: May 19, 2028

EXHIBIT A JOB ORDER PRICING

1. Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, bonds, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.
2. Pricing the Work.
 - 2.1. The actual pricing for work performed under the Contract will be based on the following method to be determined by the Engineer:
 - 2.1.1. A negotiated GMP price for the work with RATES not to exceed those mutually agreed to below in Section 2.2, or
 - 2.1.2. In the case that Job Order Contractor does not self-perform any work, the mutually agreed work provided by subcontractors and material suppliers modified by the corresponding coefficient of that item as shown in Table A1.

Table A1

Amount of Job Order	\$0 – \$50,000	\$50,000 – \$100,000	\$100,000 – \$250,000	\$250,000 – \$1,000,000
Pricing Coefficient	24.27750%	23.77750%	23.27750%	23.02750%

- 2.2. All negotiated GMP prices for individual Job Orders shall be per the RATES shown in Table A2.
 - 2.2.1. Labor rates shall include all fringe benefits.
 - 2.2.2. Equipment rates shall include all fuel, maintenance, etc.
 - 2.2.3. All operator rates shall be listed separately unless otherwise noted.

Table A2		
Hourly Labor Rates		
		Hourly
1	1.01 Foreman	\$69.00
	1.02 Equipment Operator	\$57.50
	1.03 Laborer	\$46.00
	1.04 Project Manager	\$102.75
	1.05 Project Engineer	\$73.46
	1.06 Superintendent	\$97.41
	1.07 Skilled Tradesman	\$57.50
	1.08 Skilled Worker (Apprentice)	\$47.15
	1.09 Semi Skilled Worker	\$46.00
	1.10 Pipe Fitter	\$51.25
	1.11 Admin	\$52.20
	1.12 Journeyman	\$57.50
	1.13 Estimator	\$99.29
	1.14 Per Diem and Subsistence will be charged on a case by case basis (per diem is \$25/day/employee, subsistence is \$130/day/2 employees)	

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.01	¾ Ton Pick-up Truck (PM & PE)		Truck	\$19.95
	2.02	¾ Ton Pick-up Truck (Superintendent)			\$21.84
	2.03	¾ Ton Pick-up Truck w/ tools		Truck	\$33.04
	2.04	Water Truck			\$50.79
	2.05	Porta-John (monthly rental)			\$240.80
	2.06	Handwash Station (monthly rental)			\$151.20
	2.07	Backhoe			\$76.41
	2.08	Boom Truck			\$79.03
	2.09	Vactor Truck			\$196.00
	2.10	Dump Truck			\$78.42
	2.11	Sunbelt, Water Buffalo			\$21.84
	2.12	Excavator			\$151.51
	2.13	Compactor			\$35.40
	2.14	Internal Tool rental (Safety Supplies, Consumables, Etc.)			\$8.00
	2.15	Street Sweeper			\$85.00
	2.16	Transport (Trip Rate)			\$450.00
	2.17	Dumpster (monthly rental)			\$450.00
	2.18	Skip Steer			\$69.60
	2.19	Forklift (10,000lb)			\$139.90
	2.20	Compactor – Hand			\$9.00
	2.21	Manlift			\$40.00

Table A2 cont.		Material Costs	
3	Construction Materials – as a fixed percentage mark-up on your cost as shown in Table A1		
Equipment Rental Rates			
The City’s preference is that owned equipment be used whenever possible; the use of rental equipment must be pre-approved by City for each Job Order			
4	Equipment rentals – as a fixed percentage mark-up on your cost		10%
Mobilization Rates			
Mobilization Rates will be uniform for each Contractor and shall be based on the following fee schedule			
5	5.01	0 to 60,000 lbs. Up to 40 miles one direction if transported * <i>*If equipment isn’t transported, then the hourly rate for equipment will be paid</i>	Flat Rate of \$1,500.00 Each way
	5.02	0 to 60,000 lbs. Over 40 miles one direction	\$2,500.00 Each way
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 2

**BETWEEN THE CITY OF KINGMAN AND
KINCHELOE CONSTRUCTION, LLC
JOB ORDER CONTRACT –
UNDERGROUND UTILITY PIPELINE CONSTRUCTION
& RELATED INFRASTRUCTURE
CONTRACT NO. ENG23-0129**

This Amendment shall be made to the Construction Services Agreement dated February 20, 2024 by and between the City of Kingman (City) and Kincheloe Construction, LLC (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of February 20, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from February 20, 2026 through February 20, 2027.
- All other terms and conditions remain the same in their entirety.

.....
CITY OF KINGMAN, ARIZONA

Attest:

Ken Watkins, MAYOR

Annie Meredith, CITY CLERK

.....
KINCHELOE CONSTRUCTION, LLC

Colton Kincheloe, Member

State of Arizona)
)ss
County of Mohave)

Subscribed and Sworn to Before Me

This _____ day of _____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT A JOB ORDER PRICING

1. Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, bonds, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.
2. Pricing the Work.
 - 2.1. The actual pricing for work performed under the Contract will be based on the following method to be determined by the Engineer:
 - 2.1.1. A negotiated GMP price for the work with RATES not to exceed those mutually agreed to below in Section 2.2, or
 - 2.1.2. In the case that Job Order Contractor does not self-perform any work, the mutually agreed work provided by subcontractors and material suppliers modified by the corresponding coefficient of that item as shown in Table A1.

Table A1

Amount of Job Order	\$0 – \$50,000	\$50,000 – \$100,000	\$100,000 – \$250,000	\$250,000 – \$1,000,000
Pricing Coefficient	1.15	1.14	1.12	1.10

- 2.2. All negotiated GMP prices for individual Job Orders shall be per the RATES shown in Table A2.
 - 2.2.1. Labor rates shall include all fringe benefits.
 - 2.2.2. Equipment rates shall include all fuel, maintenance, etc.
 - 2.2.3. All operator rates shall be listed separately unless otherwise noted.

Table A2		
Hourly Labor Rates		
		Hourly
1	1.01 Foreman & Truck	\$65
	1.02 Equipment Operator	\$55
	1.03 Laborer & Truck	\$55
	1.04 Supervisor & Truck	\$70

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.01	4,000 - 9,999 lb. machines		Mini Excavator	\$105.00
	2.02	10,000 - 15,999 lb. machines		Mini Excavator	\$115.00
	2.03	16,000 - 20,000 lb. machines		Mini Excavator	\$125.00
	2.04	Cat / 45,000 lb. machines	320	Excavator	\$165.00
	2.05			Mini Excavator Breaker 1500 lbs.	\$120.00
	2.06			Mini Excavator Breaker 1200 lbs.	\$110.00
	2.07			3 & 4 yard loaders	\$140.00
	2.08			7 yard Dump Truck	\$95.00
	2.09			12 yard Dump Truck	\$130.00
	2.10			2,000 gallon Water Truck	\$95.00
	2.11	BOMAG	1 Ton	Asphalt Roller	\$85.00
	2.12	Grizzly	3 ½	Dirt Screen	\$45.00
	2.13	Sol Air	185 CFM	Air Compressor	\$65.00
	2.14	Case	570 MVT	Grade Tractor	\$95.00
	2.15			Skid Steers	\$100.00
	2.16	Vac-Tron	SB800	Vac Trailer	\$95.00
	2.17			Motor Graders	\$160.00
	2.18			Milling Machine and skid steer	\$150.00
	2.19	Sweeper	n/a	Street Sweeper	\$65.00

Table A2 cont.		Material Costs	
3	Construction Materials – as a fixed percentage mark-up on your cost as shown in Table A1		
Equipment Rental Rates			
The City’s preference is that owned equipment be used whenever possible; the use of rental equipment must be pre-approved by City for each Job Order			
4	Equipment rentals – as a fixed percentage mark-up on your cost		10%
Mobilization Rates			
Mobilization Rates will be uniform for each Contractor and shall be based on the following fee schedule			
5	5.01	0 to 60,000 lbs. Up to 40 miles one direction if transported * <i>*If equipment isn’t transported, then the hourly rate for equipment will be paid</i>	Flat Rate of \$500.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction	\$7.50 per mile
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 2

**BETWEEN THE CITY OF KINGMAN AND
LEWIS EQUIPMENT SERVICES, LLC
JOB ORDER CONTRACT –
UNDERGROUND UTILITY PIPELINE CONSTRUCTION
& RELATED INFRASTRUCTURE
CONTRACT NO. ENG23-0129**

This Amendment shall be made to the Construction Services Agreement dated February 20, 2024 by and between the City of Kingman (City) and Lewis Equipment Services, LLC (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of February 20, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from February 20, 2026 through February 20, 2027.
- All other terms and conditions remain the same in their entirety.

.....
CITY OF KINGMAN, ARIZONA

Attest:

Ken Watkins, MAYOR

Annie Meredith, CITY CLERK

.....
LEWIS EQUIPMENT SERVICES, LLC

Dustin Lewis, President

State of Arizona)
)ss
County of Mohave)

Subscribed and Sworn to Before Me

This _____ day of _____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT A JOB ORDER PRICING

1. Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, bonds, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.
2. Pricing the Work.
 - 2.1. The actual pricing for work performed under the Contract will be based on the following method to be determined by the Engineer:
 - 2.1.1. A negotiated GMP price for the work with RATES not to exceed those mutually agreed to below in Section 2.2, or
 - 2.1.2. In the case that Job Order Contractor does not self-perform any work, the mutually agreed work provided by subcontractors and material suppliers modified by the corresponding coefficient of that item as shown in Table A1.

Table A1

Amount of Job Order	\$0 – \$50,000	\$50,000 – \$100,000	\$100,000 – \$250,000	\$250,000 – \$1,000,000
Pricing Coefficient	1.100 (cost plus 10%)	1.100 (cost plus 10%)	1.100 (cost plus 10%)	1.100 (cost plus 10%)

- 2.2. All negotiated GMP prices for individual Job Orders shall be per the RATES shown in Table A2.
 - 2.2.1. Labor rates shall include all fringe benefits.
 - 2.2.2. Equipment rates shall include all fuel, maintenance, etc.
 - 2.2.3. All operator rates shall be listed separately unless otherwise noted.

Table A2		
Hourly Labor Rates		
		Hourly
1	1.01 Foreman	\$60.50
	1.02 Equipment Operator	\$49.50
	1.03 Laborer	\$38.50
	1.04 Grade Checker	\$49.50
	1.05 Pipe Layer	\$49.50

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.01	CAT	950	Loader	\$160.00 Operated
	2.02	CAT	420	Backhoe	\$115.00 Operated
	2.03	CAT	305.5	Excavator	\$115.00 Operated
	2.04	CAT	Steel Track	Excavator	\$375.00 Operated
	2.05	GMC	Kodiak	2K Water Truck	\$83.00 Operated
	2.06	CAT	140	Motor Grader	\$150.00 Operated
	2.07	CAT	CP-433	Sheepsfoot Compactor	\$145.00 Operated
	2.08	CAT	246	Skid Steer	\$85.00 Operated
	2.09	CAT	259D	Tack Skid Steer w/ Ext Hydraulics	\$105.00 Operated
	2.10	MQ	766	Smooth Drum Roller	\$110.00 Operated
	2.11	Walk Behind Saw		Concrete/Asphalt Saw	\$5.50 LF Operated
	2.12	Walk Behind Compactor		Trench Compactor	38.50
	2.13	Grizzly Screen		Material Screen	\$250.00 P.D.
	2.14	Peterbilt	379	Tractor (additional if oversize)	\$115.00 Operated
	2.15	18 Wheel Flat Bed	40' & 48'	Flatbed (includes tractor)	\$125.00 Operated
	2.16	Load King	34'	Frameless Demolition End Dump	\$135.00 Operated
	2.17	Western	34'	Frameless Demolition End Dump	\$135.00 Operated
	2.18	Murray	60 Ton	Lowboy	\$165.00 Operated
	2.19	CAT	SB	Skull Bucket Rock Screen 246 & 259 Attachment	\$27.50
	2.20	John Deere		Gannon/Skip Loader	\$125.00 Operated
	2.21	CAT		Road Broom Attachment	\$115.00
	2.22	Stihl		Chop Saw	\$44.00
	2.23	Stihl		Brush Cutter	\$44.00
	2.24	Wacker		Rammer/Jumping Jack	\$65.00
	2.25	Wacker		Vibrator Plate Compactor	\$50.00

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.26	Ford	F-450	Field Service Truck with Tools	\$250.00 P.D.
	2.27	GMC	2500	Field Service Truck with Tools	\$250.00 P.D.
	2.28	Ford	F-350	Foreman's Truck	\$200.00 P.D.
	2.29	CAT		Trencher Attachment	\$38.50
	2.30	CAT		Auger Attachment	\$28.00
	2.31	Jack Hammer		Jack Hammer	\$137.00
	2.32	Load Trail	24'	10k lb. Hot Shot Transport	\$95.00 Operated
	2.33	Peterbilt	KS-1	Pump Truck	\$295.00 Operated
	2.34	International	KS-2	Pump Truck	\$295.00 Operated
	2.35	Sterling	KS-3	Pump Truck	\$295.00 Operated
	2.36	CAT Forklift Attachment		420IT and 259	\$27.50

Table A2 cont.		Material Costs	
3	Construction Materials – as a fixed percentage mark-up on your cost as shown in Table A1		
Equipment Rental Rates			
The City’s preference is that owned equipment be used whenever possible; the use of rental equipment must be pre-approved by City for each Job Order			
4	Equipment rentals – as a fixed percentage mark-up on your cost		10%
Mobilization Rates			
Mobilization Rates will be uniform for each Contractor and shall be based on the following fee schedule			
5	5.01	0 to 60,000 lbs. Up to 40 miles one direction if transported * <i>*If equipment isn’t transported, then the hourly rate for equipment will be paid</i>	Flat Rate of \$95.00 per hr.
	5.02	0 to 60,000 lbs. Over 40 miles one direction	\$150.00 per hr.
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 2

**BETWEEN THE CITY OF KINGMAN AND
PREMIER BACKHOE INC.
JOB ORDER CONTRACT –
UNDERGROUND UTILITY PIPELINE CONSTRUCTION
& RELATED INFRASTRUCTURE
CONTRACT NO. ENG23-0129**

This Amendment shall be made to the Construction Services Agreement dated February 20, 2024 by and between the City of Kingman (City) and Premier Backhoe Inc. (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of February 20, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from February 20, 2026 through February 20, 2027.
- All other terms and conditions remain the same in their entirety.

.....
CITY OF KINGMAN, ARIZONA

Attest:

Ken Watkins, MAYOR

Annie Meredith, CITY CLERK

.....
Premier Backhoe Inc.

Gary Furrow
Gary Furrow, President

State of ~~Arizona~~ ^{Texas})
County of ~~Maricopa~~ ^{Parker})ss

Subscribed and Sworn to Before Me

This 28th day of January, 2026

[Signature]
Notary Public

My Commission Expires: July 16, 2028

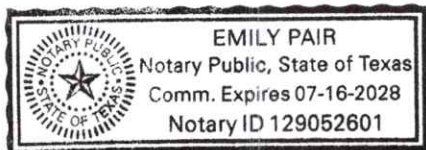


EXHIBIT A JOB ORDER PRICING

1. Job Order Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, insurance, bonds, taxes, overhead and profit to perform all operations necessary and required in accordance with the terms and conditions of the Contract, and as further specified in individual Job Orders.
2. Pricing the Work.
 - 2.1. The actual pricing for work performed under the Contract will be based on the following method to be determined by the Engineer:
 - 2.1.1. A negotiated GMP price for the work with RATES not to exceed those mutually agreed to below in Section 2.2, or
 - 2.1.2. In the case that Job Order Contractor does not self-perform any work, the mutually agreed work provided by subcontractors and material suppliers modified by the corresponding coefficient of that item as shown in Table A1.

Table A1

Amount of Job Order	\$0 – \$50,000	\$50,000 – \$100,000	\$100,000 – \$250,000	\$250,000 – \$1,000,000
Pricing Coefficient	1.5	1.5	1.5	1.5

- 2.2. All negotiated GMP prices for individual Job Orders shall be per the RATES shown in Table A2.
 - 2.2.1. Labor rates shall include all fringe benefits.
 - 2.2.2. Equipment rates shall include all fuel, maintenance, etc.
 - 2.2.3. All operator rates shall be listed separately unless otherwise noted.

Table A2			Hourly Labor Rates
			Hourly
1	1.01 Foreman		\$85.00
	1.02 Equipment Operator		\$75.00
	1.03 Laborer		\$55.00
	1.04 Superintendent		\$100.00
	1.05 Project Manager		\$100.00
	1.06 Pipe Layer		\$65.00

Table A2 cont.

Equipment Rates

		Make	Model	Type of Equipment	Hourly
2	2.01	Dodge – Crew Truck		w/ misc. hand tools, 1 laborer, Basic traffic control including traffic cones, road signs, road plates, pumps	\$85/hr. 4 hr. min.
	2.02	Ford – Crew Truck		w/ misc. hand tools, 1 laborer, Basic traffic control including traffic cones, road signs, road plates, pumps	\$85/hr. 4 hr. min.
	2.03	Caterpillar	242	Skid Steer 1 Operator	\$85/hr. 4 hr. min.
	2.04	Caterpillar	259	Skid Steer 1 Operator	\$85/hr. 4 hr. min.
	2.05	Caterpillar	262	Skid Steer 1 Operator	\$85/hr. 4 hr. min.
	2.06	Caterpillar	304	Mini X 1 Operator	\$85/hr. 4 hr. min.
	2.07	Caterpillar	305	Mini X 1 Operator	\$85/hr. 4 hr. min.
	2.08	Caterpillar	420	Backhoe Extended Hoe 1 Operator	\$95/hr. 4 hr. min.
	2.09	Caterpillar	317	40,000lb. Excavator 1 Operator	\$150/hr. 4 hr. min.
	2.10	Sterling		10 yard Dump Truck 1 Operator	\$95/hr. 4 hr. min.
	2.11	Peterbilt		15 yard Dump Truck 1 Operator	\$105/hr. 4 hr. min.
	2.12	Freightliner		4000 Gallon Water Truck 1 Operator	\$125/hr. 4 hr. min.
	2.13	Water Buffalo Trailer		500 Gallon	\$55/hr. 4 hr. min.
	2.14	Diamond C		5-7 yard Dump Trailer	\$65/hr. 4 hr. min.
	2.15	Performance		24,000lb. Equipment Trailer	\$65/hr. 4 hr. min.
	2.16	Caterpillar	D1	Bulldozer w/ laser 1 Operator	\$125/hr. 4 hr. min.
	2.17	Fuel Surcharge		5% total bill before tax	5%

Table A2 cont.		Material Costs	
3	Construction Materials – as a fixed percentage mark-up on your cost as shown in Table A1		
Equipment Rental Rates			
The City’s preference is that owned equipment be used whenever possible; the use of rental equipment must be pre-approved by City for each Job Order			
4	Equipment rentals – as a fixed percentage mark-up on your cost		10%
Mobilization Rates			
Mobilization Rates will be uniform for each Contractor and shall be based on the following fee schedule			
5	5.01	0 to 60,000 lbs. Up to 40 miles one direction if transported * <i>*If equipment isn’t transported, then the hourly rate for equipment will be paid</i>	Flat Rate of \$1,500.00 One-way
	5.02	0 to 60,000 lbs. Over 40 miles one direction	\$2,500.00 One-way
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Mike Garmon

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Engineering Services for the Industrial Park Sewer Main

SUMMARY:

The Industrial Park Sewer Main is recommended by the City's Sewer Master Plan. This project will include approximately 7,300 linear feet of new 18-inch gravity main which will allow sewer flows to be conveyed from sewer sheds located in the area of the City immediately south of the City's Airpark and east of Historic Route 66. An overview of the proposed project location is shown in Attachment A. This project's design will be expedited in order to be ready for contractor bidding by the beginning of July, 2026.

Sunrise Engineering has submitted a proposal for the design of the Industrial Park Sewer Main. The design for this project was approved in the FY2025-26 Capital Improvement Budget in the Wastewater Expansion Fund at a budget of \$250,000. There is sufficient budget capacity within the fund to cover the overage.

FISCAL IMPACT:

The proposed agreement total of \$287,129.00 will be funded from the Wastewater Expansion Fund.

STAFF RECOMMENDATION:

This project is recommended by the City's Sewer Master Plan. Staff recommends approval of this agreement to Sunrise Engineering for the sum of \$287,129.00 for the design of the Industrial Park Sewer Main.

SUGGESTED MOTION:

Move to approve the Engineering Services contract agreement with Sunrise for the Industrial Park Sewer Main.

ATTACHMENTS:

[260003 Contract -SunriseEngineering.pdf](#)

**AGREEMENT FOR
ENGINEERING SERVICES FOR
INDUSTRIAL PARK SEWER MAIN DESIGN
ENG26-0003**

THIS AGREEMENT is made and entered into this 17th day of February, 2026, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and Sunrise Engineering LLC hereinafter called "ENGINEER".

WITNESSETH

WHEREAS, the CITY wishes to obtain engineering services for Industrial Park Sewer Main Design; and

WHEREAS, ENGINEER submitted a Detailed Scope of Services dated January 15, 2026, attached hereto and made a part hereof as Exhibit A, offering to perform engineering services for Industrial Park Sewer Main Design; and

WHEREAS, ENGINEER has agreed to complete the work for a fee not to exceed \$287,129.00 as detailed in Exhibit A; and

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

NOW THEREFORE, it is mutually agreed as follows:

I. ENGINEER'S DUTIES

- A. ENGINEER shall provide all labor, materials, equipment and complete all tasks necessary for Industrial Park Sewer Main Design as outlined in Exhibit A.
- B. ENGINEER shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

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 ENGINEER with copies of plans, reports, drawings or other information of record applicable to this project.
- B. The CITY shall pay ENGINEER for the work performed on a monthly basis, upon receipt of a progress report that coincides with the hours completed for a given phase of work during the preceding month. The final payment will be paid after the project is complete and the work is accepted by the City.

III. GENERAL COVENANTS

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

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, ENGINEER shall fail to fulfill in a timely and proper manner the obligations under the Agreement, or if ENGINEER shall violate 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 ENGINEER of such termination and specifying the effective date thereof, at least five 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 ENGINEER under this Agreement shall at the option of the CITY, become its property and ENGINEER shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.
- Notwithstanding the above, ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by ENGINEER.
- B. **CHANGES.** The CITY may, from time to time, request changes in the scope of the services of ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER compensation, which are mutually agreed upon by and between the CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** ENGINEER represents that he has or will secure at his expense, all personnel required in performing 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).** ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement to assure proper accounting for all project funds. A monthly summary of these records will be maintained by ENGINEER at the completion of the Agreement for retention for five years. Said records shall be made available for Inspection at ENGINEER's offices during normal business hours, upon request, to 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 ENGINEER 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:

- 1) becomes generally available to the public other than as a result of disclosure by ENGINEER or its agents or employees;
- 2) was available to ENGINEER on a non-confidential basis prior to its disclosure by City;
- 3) becomes available to ENGINEER from a third party who is not, to the knowledge of ENGINEER, bound to retain such information in confidence.

In the event ENGINEER is compelled by subpoena, court order, or administrative order to disclose any confidential information, ENGINEER shall promptly notify CITY and shall cooperate with CITY prior 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 ENGINEER.
- H. **DELAYS.** ENGINEER 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 ENGINEER. 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 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, ENGINEER shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time ENGINEER's services are rendered. ENGINEER does not expressly or impliedly warrant or guarantee its services.
- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS.** If ENGINEER's performance of services hereunder requires ENGINEER to rely on information provided by other parties (excepting ENGINEER's subcontractors) ENGINEER shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by 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 ENGINEER shall complete the work per the schedule outlined in Exhibit A.
- N. **INDEMNIFICATION.** To the fullest extent permitted by law, the ENGINEER shall 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 the ENGINEER's negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Contract. ENGINEER's duty to 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 Contract, including any person for whose acts, errors, mistakes or omissions the ENGINEER may be held legally responsible and liable for under the law.
- O. **INSURANCE REQUIREMENTS.** The ENGINEER retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering ENGINEER's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the ENGINEER, or any person employed by the ENGINEER, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.

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.** The ENGINEER 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 Consultant 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, ENGINEER hereby warrants to the City that the ENGINEER and each of its subconsultants ("Subconsultants") 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 "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the ENGINEER to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant's

employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Consultant Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the ENGINEER and any Subconsultants to ensure compliance with the Consultant's Immigration Warranty. ENGINEER agrees to assist the City in regard to any such inspections. The ENGINEER and its Subconsultants warrant to keep the papers and records open for random inspection during normal business hours by the City. The ENGINEER 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 ENGINEER nor any Subconsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the ENGINEER or Subconsultant 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.

ENGINEER hereby certifies that is it not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

SUNRISE ENGINEERING LLC

JUSTIN VAN DE GRAAFF, P.E.
PRINCIPAL/ENGINEERING MANAGER

State of Arizona)
)ss.
County of _____)

Subscribed and Sworn to
Before Me This _____ day of
_____, 20____.

Notary Public

My Commission Expires: _____

.....
CITY OF KINGMAN, ARIZONA

TIM WALSH, JR., CITY MANAGER

Attest:

ANNIE MEREDITH, CITY CLERK

January 15th, 2026

To: Mike Garmon, PE
Assistant City Engineer
310 N. Fourth Street
Kingman, AZ 86401
Phone: (928) 753-8124
Email: bmgarmon@cityofkingman.gov

Subject: **CONTRACT for Engineering Services
Industrial Park Sewer Main**

Dear Mr. Garmon,

Sunrise Engineering, LLC (SE) is submitting the following proposal and agreement to provide Professional Engineering Services for the above-referenced project. SE agrees, upon receipt of your acceptance to this agreement, to perform the following identified services in accordance with the terms and conditions shown in the contract between Sunrise Engineering and the City of Kingman (City).

Scope of Services

The Industrial Park Sewer Main is intended to implement a portion of Project #2 and #4 in the City's Existing System Additions and I&I Memorandum by Sunrise, dated December 8th, 2025. This project will include approximately 7,300 linear feet of new 18-inch gravity main which will allow sewer flows to be conveyed from sewer sheds located in the area of the City immediately south of the City's Airpark and east of Historic Route 66. An overview of the proposed project location is shown in Attachment A. This project's design will be expedited in order to be ready for contractor bidding by the beginning of July, 2026. The scope of work included in this contract is as follows:

PHASE 0001 PROJECT MANAGEMENT & COORDINATION: The first phase of this project includes project meetings and overall project management of the project by SE. This phase will be based on the following tasks:

Task 001 Kick-Off Meeting & Site Visit: SE will attend a team meeting with the City of Kingman staff to review the overall scope of work, schedule, identify communication lines, project reporting, alignments and confirm the project goals. This meeting will be held at the City of Kingman's office. Following the meeting, a site visit will be conducted to visualize the area and get a better understanding of the project's physical constraints.

Task 002 Meetings & Project Management: The scope of work included in this task is for the project meetings and management, which are anticipated to be as follows:

- Attend up to two (2) meetings with the client for the project at the City.
- Attend up to four (4) meetings with the client for the project at virtually (i.e. Microsoft TEAMS or other meeting platform).
- Prepare and maintain project schedule.
- Prepare written monthly project progress update for the scope of work outlined within this contract.
- Coordinate activities of the project team.

PHASE 0002 SURVEY & BASE MAPPING: The second phase of this project includes survey and base mapping for the project area. The goal of this phase is to create a base map of the existing surface features, topography, existing utilities and parcel/boundary information. This phase includes the following tasks:

Task 001 Terrestrial Topographic & UAV Survey: A terrestrial topographic survey will be performed using conventional ground survey methods and Unmanned Aerial Vehicle (UAV) based photogrammetry to collect visible surface features within the project limits. Survey data will include existing improvements, surface features, drainage elements, pavement, structures, visible utilities, and other topographic elements relevant to design. Horizontal and vertical control will be established in accordance with City of Kingman horizontal and vertical datums. UAV operations will comply with applicable FAA regulations.

Task 002 Aerial Mapping (Aerotech Mapping): Aerial mapping services will be performed by Aerotech Mapping. Survey deliverables associated with the aerial mapping will be provided in accordance with Aerotech Mapping's defined scope of services and deliverable standards.

Task 003 Right-of-Way & Property Boundary Delineation: Right-of-way and property boundary limits within the project area will be delineated based on publicly available records. This includes record right-of-way information for corridors under the jurisdiction of the Arizona Department of Transportation (ADOT) and BNSF Railway where the project limits extend through those facilities. Boundary and right-of-way information will be depicted for design purposes and will reflect record information and observable field evidence where encountered.

Task 004 CAD Base Mapping: Survey information will be compiled into a CAD base map suitable for engineering design. Mapping will include topographic features, boundary and right-of-way delineation, and existing utilities based on visible or surface-identifiable field observations, record drawings, and utility markings where available.

PHASE 0003 UTILITY COORDINATION: This phase of this project includes utility coordination and pothole coordination. The goal of this phase is to get a more clear picture of the project's existing underground utilities to better help determine possible utility conflicts with the proposed sewer trunk main. This phase will be based on the following tasks:

Task 001 Utility Coordination: This task will include researching public and private utilities for approximately one-quarter (1/4) of a mile in each direction of the project limits (as shown in Attachment A) and then including these utilities in the base-map for the project as part of Phase 0002, Task 004. SE will initiate a Blue Stake design ticket to obtain a list of the utilities having facilities in the project area and request as-builts/record drawings from those utilities for inclusion in the base-map and construction plans. The City will provide utility maps of the City's utilities and SE will obtain private utility maps through request letters. This task will also include submitting plans to utility providers for conflict review at the 60% (Preliminary), 90% (Pre-Final) and 100% (Final) submittals. SE will submit one set of coordination plans to each utility at each progress submittal along with a standard-format utility clearance letter. SE will work to obtain a "NO CONFLICT" letter, if possible, from the utility providers. However, if there is a conflict that cannot be resolved, SE will work with the City on proposed alternative mitigation measures. Utility relocation design is not included in this scope.

Task 002 **Utility Pothole Coordination:** Immediately following the 60% (Preliminary) submittal, SE will provide an exhibit for recommended pothole locations based on record drawing utility plans, utility mapping and proposed areas of conflict. These locations will be coordinated with the City (or their JOC Contractor) for input. Upon approval, the City (or their JOC Contractor) will provide the potholing services, including the surveying of the actual pothole locations and findings. Pothole reports will be generated and shared with SE and their results will be incorporated into the 90% (Pre-Final) and 100% (Final) design construction documents. This task does not include potholing services performed by SE or one of its sub-consultants.

PHASE 0004 ALIGNMENT ANALYSIS: The phase of the project includes an alignment analysis for the proposed sewer main as outlined in Attachment A. This analysis will evaluate the sewer alignment, pipe size and property acquisitions. The information developed during this Phase will be used to execute the final design of the project.

Task 001 **Preliminary Sewer Main Evaluation:** Members of the project team will conduct a preliminary evaluation of existing conditions affecting the proposed sewer trunk main, including available utility information, topography, rights-of-way, base mapping, and potential constructability constraints. The evaluation will also include a review of the City's Wastewater Master Plan and associated hydraulic model to verify anticipated sewer flows and develop a recommended sewer pipe diameter.

Using this information, a proposed sewer trunk main alignment will be developed to minimize conflicts and support constructability. The preliminary alignment exhibit will also identify areas where property acquisition across private parcels is anticipated. A parcel impact summary will be provided identifying affected parcels and the estimated area (in acres) required from each.

The deliverable for this task will consist of a preliminary alignment, pipe sizing, and property impact exhibit. Client review and approval of the exhibit will be required prior to proceeding with final design.

PHASE 0005 CONSTRUCTION DOCUMENTS & PERMITTING: The goal of this Phase is to perform detailed design and permitting for the proposed sewer trunk main. Plans, specifications, a design report and an engineer's estimate of probable cost will be prepared so that they can be submitted to the City, ADEQ, ADOT, BNSF and Mohave County Flood Control for approval. Submittals to Mohave County and BNSF will be handled by the City. Plans, specifications and the engineer's estimate of probable cost will be submitted for review at the 60% (Preliminary), 90% (Pre-Final) and 100% (Final) stages. A comment review meeting will be conducted with the City staff at the 60% (Preliminary) and 90% (Pre-Final) review stages. This will incorporate the following tasks:

Task 001 **60% (Preliminary) Plans:** Following the Preliminary Sewer Main Evaluation and incorporating City comments, the 60% (Preliminary) Plans Submittal will include further detailed design, modifications, project callouts and details. Additionally, the 60% Plans Submittal will include a Pothole Exhibit, outlining proposed pothole locations that identify potential utility conflicts. The following items will be developed and submitted for review:

- Preliminary Cover, Index, Horizontal Control and General Notes
- Preliminary Gravity Sewer Plan and Profile sheets (scale of 1" = 40' horizontally and 1" = 4' vertically)

- Preliminary ADOT and BNSF Jack and Bore Crossing Details
- Preliminary Sewer Connections and Details
- Pothole Exhibit
- Preliminary summary of quantities

60% (Preliminary) Plans and Pothole Exhibit will be submitted as a PDF to the City.

Task 002 **90% (Pre-Final) Plans:** The 90% Plans Submittal will include further detailed design and modifications based on comments received from the 60% (Preliminary) design. The following items will be developed and submitted for review:

- Pre-Final Cover, Index, Horizontal Control and General Notes
- Pre-Final Gravity Sewer Plan and Profile sheets (scale of 1" = 40' horizontally and 1" = 4' vertically)
- Pre-Final ADOT and BNSF Jack and Bore Crossing Details
- Pre-Final Sewer Connections and Details
- Pothole Locations & Results
- Identification of potential utility conflicts and relocations (if any) to be required prior to project construction
- Pre-Final summary of quantities

90% (Pre-Final) Plans will be submitted as a PDF to the City.

Task 003 **100% (Final) Plans:** The 100% (Final) Plans Submittal will be based on the 90%(Pre-Final) plan review comments and will be a final, sealed submittal. The construction plans will address the City and other stakeholders (utility companies, ADOT, Mohave County, etc.) comments. The following items will be developed and submitted:

- Final Cover, Index, Horizontal Control and General Notes
- Final Gravity Sewer Plan and Profile sheets (scale of 1" = 40' horizontally and 1" = 4' vertically)
- Final ADOT and BNSF Jack and Bore Crossing Details
- Final Sewer Connections and Details
- Pothole Locations & Results
- Identification of potential utility conflicts and relocations (if any) to be required prior to project construction
- Final summary of quantities

100% (Final) Plans will be submitted as a PDF to the City, ADOT and ADEQ. Hard copies are available (upon request).

Task 004 **Specifications & Bid Documents:** This task includes preparing Technical Specifications for any items that cannot be covered by MAG Standard Specifications and details or the City of Kingman standards and details. Specifications prepared will be included as part of the 60% (Preliminary), 90% (Pre-Final) and 100% (Final) submittals. These specifications will be included in the City's Documents (General Conditions, Contract Form, Bond Forms, etc. provided by the City).

Task 005 **Engineer's Opinion of Probable Cost:** This task includes preparing an Engineers Opinion of Probable Costs for 60% (Preliminary), 90% (Pre-Final) and 100% (Final) submittals for the project.

Task 006 **Sewer Design Report:** SE will prepare a final design report in accordance with ADEQ requirements for the gravity sewer. The written report will include design criteria documentation, an overall description, Arizona Department of Water Resources (ADWR) Level I scour analysis, exhibits and calculations based on the City's 2016 Wastewater Master Plan Update and updated sewer model information that reflects current sewer conditions for the sewer shed area immediately south of the City's Airpark and east of Historic Route 66. The report will be prepared such that it can be submitted to ADEQ for review.

Task 007 **Permitting Coordination:** This task includes coordination, the preparation of applications, making submittals and working to obtain the following permits on behalf of the City:

- ADOT - Right-of-Way Use/Utility Agreement for the crossing of Historic Route 66/Andy Devine
- ADEQ - Approval to Construct" (ATC)/Construction Authorization for the construction of a new public sewer pipeline

Scope of work does not include preparing nor submitting permit applications to Mohave County or BNSF. This scope will be provided by the City of Kingman.

This task does not include review fees.

Task 008 **QA/QC:** This task will be for quality control. At SE, we have a company-wide Quality Control Plan for all deliverables. Our QC Plan requires the checking and reviewing of all documents and supporting data in their final format before they are submitted to the Client. The construction documents will be reviewed by a qualified individual other than the originator to ensure a high level of quality to ensure that the plans are accurate, concise and clearly convey the intent to the contractor(s).

PHASE 0006 ALLOWANCES: The final phase of this project includes allowances for the project and reimbursable expenses. This phase will be based on the following tasks:

Task 001 **Post Design Services (Allowance):** The scope of work for this allowance includes assisting the City with providing review of material submittals and responding to requests for information (RFIs) submitted by the Contractor during the construction phase. Due to the variability of this task, an estimated budget amount has been provided. If additional services are required by the City to support this task, in excess of the estimated budget, SE will obtain written permission from the City prior to providing these services.

Task 002 **Reimbursable Expenses (Allowance):** This will be an allowance used for reimbursable expenses which may include, but are not limited to, reprographics (documents, plans, reports, maps, etc.), review fees (excluding ADEQ permit fees) and delivery services. It is anticipated that the City will pay ADEQ permit fees.

Deliverables

SE will prepare construction drawings for the project outlined in Attachment A. The plan set will include, at a minimum: Cover, Key Map, General Notes, Detail Sheets, and Civil Plan/Profile Sheets, among other necessary drawings. The plans, in PDF format, will be submitted to the City of Kingman for review and comment at the 60% (Preliminary), 90% (Pre-Final), and 100% (Final, sealed) stages. Submittals will be transmitted electronically via ShareFile or a comparable secure file-sharing platform. Following approval of the 100% (Final) plans, the drawing files will be delivered in AutoCAD Civil 3D 2018 format. Deliverables for each submittal will include one full-size plan set in PDF format, technical specifications, and an engineer's opinion of probable cost. Plan/Profile sheets will be prepared at a 1" = 40' horizontal scale and 1" = 4' vertical scale.

Scope of Work Exclusions & Conditions

- A. Title reports, biological reports, archeological reports or environmental reports are excluded from the scope of work.
- B. Scope of work does not include resolving right-of-way/boundary discrepancies (overlaps, gaps, missing property corners, etc.) discovered during the survey tasks. Work required to resolve these discrepancies will be provided on a time and material basis at the rates and fees shown in Attachment C.
- C. Scope of work does not include the preparation of right-of-way legal or exhibits and
- D. Scope of work does not include making submittals (construction documents, permit applications, etc.) of any kind to Mohave County. This scope will be provided by the City of Kingman.
- E. Scope of work does not include making submittals (construction documents, permit applications, etc.) of any kind to BNSF. This scope will be provided by the City of Kingman.
- F. Construction Observation/Inspection services are not included in this scope of work. This assumes that the City staff will be performing these services.
- G. Scope of work does not include the preparation of record drawings.
- H. Scope of work does not include the Engineer's Certificate of Completion (ECC) for the project.
- I. Scope of work does not include Storm Water Pollution Prevention Plan or Notice of Intent (NOI) services. It is assumed that these services will be provided by the contractor.
- J. Scope of work does not include CLOMR/LOMR services.
- K. Scope of work does not include geotechnical analysis or report. It is assumed that the geotechnical report by Vann Engineering, dated August 7th, 2020 for the Kingman Diagonal Wash Sewer project will be used.
- L. Scope of work does not include Environmental (Phase I/II) Reports for property, right-of-way or easement acquisition.
- M. Construction staking for this project is not included in this scope of work. The contractor is anticipated to include this service during construction.
- N. Utility potholing for this project is not included in this scope of work. It is anticipated that the City (or one of its JOC Contractors) will provide this scope of work.
- O. Preparation for or attendance of Public Meetings is excluded.
- P. The City of Kingman shall be responsible for providing the following:
 - Record drawings within the project area
 - City electronic GIS map files
 - Up-to-date, electronic parcel data
 - Research and documents for right-of-way determination
 - Distributing plans for review

- Q. Review, processing, permitting, and all other fees (excluding ADEQ permit fees) will be billed as a reimbursable expense or on a Time and Material basis. ADEQ permit fees will be paid for by the City
- R. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Material basis.
- S. Any items not specifically included within the scope of this proposal are excluded. If additional items are added to the contract, they will be performed in accordance with rates & fees shown in Attachment C.

The scope of work for the engineering services to be performed as part of this contract will be provided in accordance with the rates and fees shown in Attachment B. Services in excess of the initial budget will not be provided without written consent of the City of Kingman.

Any further services requested in excess of those listed above will be performed at the rates and fees shown in Attachment C.

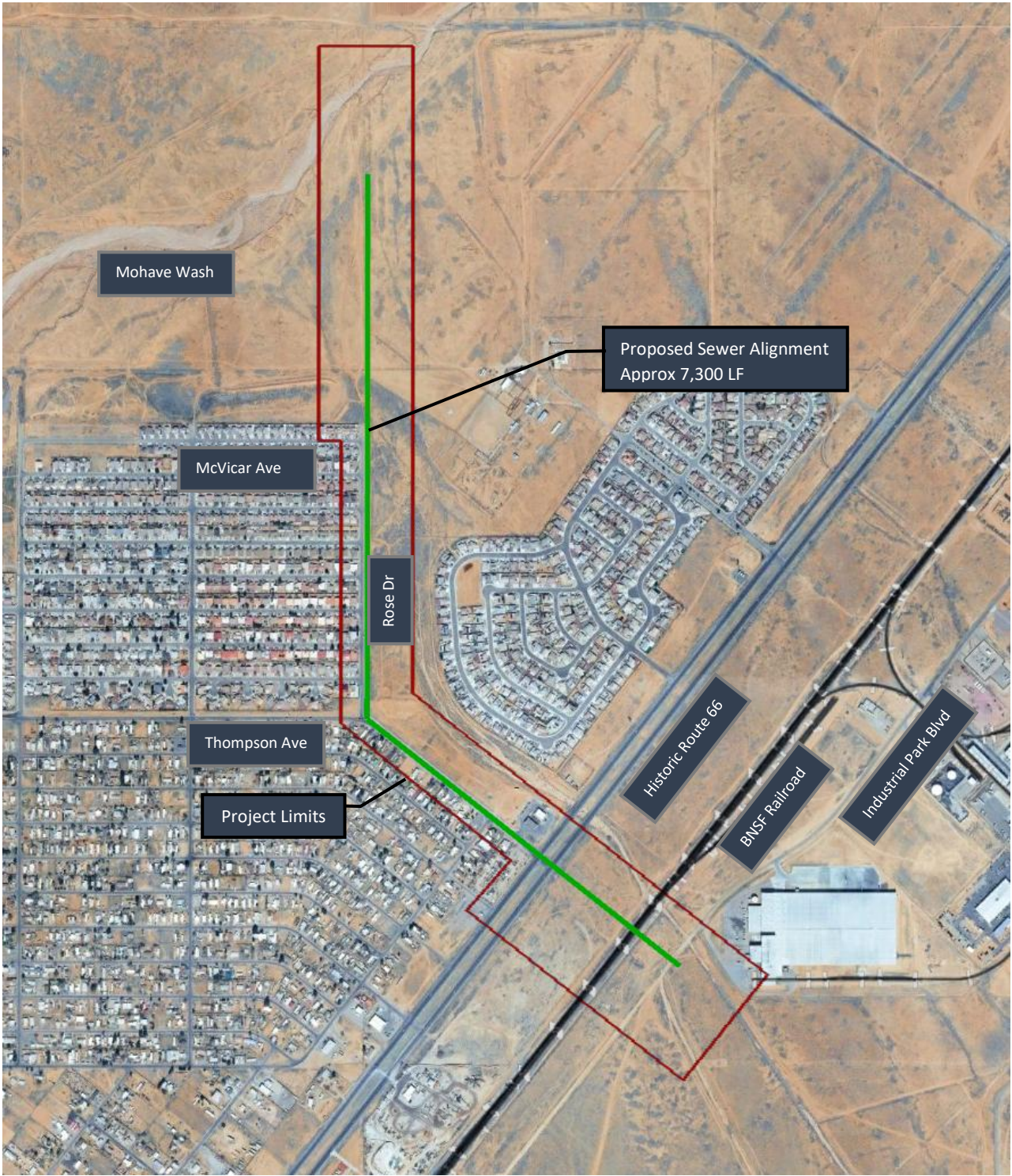
If you have any questions regarding this proposal, please contact our office at (480) 768-8600. We look forward to working with you.

Sincerely,
SUNRISE ENGINEERING, LLC.



Justin Van De Graaff, PE
Principal | Engineering Manager

ATTACHMENT A



Cost Summary

ATTACHMENT B

Phase	Task	Work Task Description	(\$)	*Fee Type
0001		PROJECT MANAGEMENT & COORDINATION		
	001	Kick-Off Meeting & Site Visit	\$5,888	
	002	Meetings & Project Management	\$19,222	
		Subtotal	\$25,110	Lump Sum
0002		SURVEY & BASE-MAPPING		
	001	Terrestrial Topographic & UAV Survey	\$11,072	
	002	Aerial Mapping (by Others)	\$8,575	
	003	Right-of-Way & Property Boundary Delineation	\$6,016	
	004	CAD Base Mapping (Incl. Existing Utilities)	\$7,272	
		Subtotal	\$32,935	Lump Sum
0003		UTILITY COORDINATION		
	001	Utility Coordination	\$6,264	
	002	Utility Pothole Coordination	\$6,424	
		Subtotal	\$12,688	Lump Sum
0004		ALIGNMENT ANALYSIS		
	001	Preliminary Sewer Main Evaluation	\$15,076	
		Subtotal	\$15,076	Lump Sum
0005		CONSTRUCTION DOCUMENTS & PERMITTING		
	001	60% (Preliminary) Plans	\$71,442	
	002	90% (Pre-Final) Plans	\$53,334	
	003	100% (Final) Plans	\$26,046	
	004	Specifications & Bid Documents	\$7,624	
	005	Engineer's Opinion of Probable Cost	\$9,344	
	006	Sewer Design Report	\$14,958	
	007	Permitting Coordination	\$5,952	
	008	QA/QC	\$7,220	
		Subtotal	\$195,920	Lump Sum
0006		ALLOWANCES		
	001	Post Design Services (Allowance)	\$4,400	
	002	Reimbursable Expenses (Allowance)	\$1,000	
		Subtotal	\$5,400	T&M NTE
		Lump Sum Total	\$281,729	
		**Total T&M Not to Exceed (Budgeted)	\$5,400	
		CONTRACT TOTAL	\$287,129	

*Lump Sum = Fixed Fee; T&M = Time & Materials; NTE = Not to Exceed

**Budgeted T&M (Time and Materials) is a budgeted amount that will not be exceeded without Client approval and does not guarantee the tasks will be completed within this amount.

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ATTACHMENT C

SUNRISE ENGINEERING

Arizona Offices 2026 - 1.0 Fee Schedule

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>
101	Engineer (E.I.T.) I	\$133 <i>per hour</i>	051	Administrative I	\$57 <i>per hour</i>
102	Engineer (E.I.T.) II	\$143	052	Administrative II	\$67
103	Engineer (E.I.T.) III	\$153	053	Administrative III	\$77
104	Engineer III	\$184			
105	Engineer IV	\$215	921	Survey Tech I	\$102
106	Engineer V	\$236	922	Survey Tech II	\$112
110	Principal Engineer	\$256	930	Survey CAD Tech	\$143
711	Project Manager I	\$180	935	Survey Crew Chief	\$170
712	Project Manager II	\$211	940	Survey Manager	\$194
301	Engineering Tech I	\$112	945	Registered Surveyor	\$203
302	Engineering Tech II	\$129	950	Principal Surveyor	\$232
303	Engineering Tech III	\$143	351	Construction Observer I	\$103
304	Engineering Tech IV	\$153	352	Construction Observer II	\$124
401	CAD Technician I	\$100	353	Construction Observer III	\$139
402	CAD Technician II	\$110	354	Construction Observer IV	\$155
403	CAD Technician III	\$131	357	Construction Manager I	\$160
404	CAD Technician IV	\$141	358	Construction Manager II	\$191
510	Civil Plan Reviewer	\$165	MILE	Mileage	\$0.700 <i>per mile</i>



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Mike Garmon

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Agreement Approval for City of Kingman Streets and Sidewalks Development Rules and Regulations Manual Update

SUMMARY:

Kimley-Horn will review the existing City of Kingman Streets and Sidewalks Development Rules and Regulations manual and redlines to the existing manual provided by the City. Kimley-Horn will develop a summary of updates to existing sections and a list of new sections to be created. A final document with updated/modified sections will be provided to the City of Kingman.

The FY26 Adopted Budget and 5-Year Capital Improvement Plan includes \$110,000 in the Capital Projects Fund for this project. There is sufficient budget capacity within the Capital Projects Fund to cover the overage.

FISCAL IMPACT:

The proposed agreement total of \$148,930.00 will be funded through the Capital Projects Fund.

STAFF RECOMMENDATION:

Staff recommends approval of this agreement to Kimley-Horn for the sum of \$148,930.00 for the City of Kingman Streets and Sidewalks Development Rules and Regulations Manual Update.

SUGGESTED MOTION:

Move to approve the Engineering Services contract agreement with Kimley-Horn for the City of Kingman Streets and Sidewalks Development Rules and Regulations Manual Update.

ATTACHMENTS:

[250082 Contract -Kimley-Horn.pdf](#)

**AGREEMENT FOR
ENGINEERING SERVICES FOR
CITY OF KINGMAN STREETS AND SIDEWALKS DEVELOPMENT RULES AND
REGULATIONS MANUAL UPDATE
ENG25-0082**

THIS AGREEMENT is made and entered into this 17th day of February, 2026, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and Kimley-Horn and Associates, Inc. hereinafter called "ENGINEER".

WITNESSETH

WHEREAS, the CITY wishes to obtain engineering services for City of Kingman Streets and Sidewalks Development Rules and Regulations Manual Update; and

WHEREAS, ENGINEER submitted a Detailed Scope of Services dated January 16, 2026, attached hereto and made a part hereof as Exhibit A, offering to perform engineering services for City of Kingman Streets and Sidewalks Development Rules and Regulations Manual Update; and

WHEREAS, ENGINEER has agreed to complete the work for a fee not to exceed \$148,930.00 as detailed in Exhibit A; and

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

NOW THEREFORE, it is mutually agreed as follows:

I. ENGINEER'S DUTIES

- A. ENGINEER shall provide all labor, materials, equipment and complete all tasks necessary for City of Kingman Streets and Sidewalks Development Rules and Regulations Manual Update as outlined in Exhibit A.
- B. ENGINEER shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

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 ENGINEER with copies of plans, reports, drawings or other information of record applicable to this project.
- B. The CITY shall pay ENGINEER for the work performed on a monthly basis, upon receipt of a progress report that coincides with the hours completed for a given phase of work during

the preceding month. The final payment will be paid after the project is complete and the work is accepted by the City.

III. GENERAL COVENANTS

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

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, ENGINEER shall fail to fulfill in a timely and proper manner the obligations under the Agreement, or if ENGINEER shall violate 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 ENGINEER of such termination and specifying the effective date thereof, at least five 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 ENGINEER under this Agreement shall at the option of the CITY, become its property and ENGINEER shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.
- Notwithstanding the above, ENGINEER shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Agreement by ENGINEER.
- B. **CHANGES.** The CITY may, from time to time, request changes in the scope of the services of ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER compensation, which are mutually agreed upon by and between the CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** ENGINEER represents that he has or will secure at his expense, all personnel required in performing 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).** ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement to assure proper accounting for all project funds. A monthly summary of these records will be maintained by ENGINEER at the completion of the Agreement for retention for five years. Said records shall be made available for Inspection at ENGINEER's offices during normal business hours, upon request, to 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 ENGINEER 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:

- 1) becomes generally available to the public other than as a result of disclosure by ENGINEER or its agents or employees;
- 2) was available to ENGINEER on a non-confidential basis prior to its disclosure by City;
- 3) becomes available to ENGINEER from a third party who is not, to the knowledge of ENGINEER, bound to retain such information in confidence.

In the event ENGINEER is compelled by subpoena, court order, or administrative order to disclose any confidential information, ENGINEER shall promptly notify CITY and shall cooperate with CITY prior 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 ENGINEER.
- H. **DELAYS**. ENGINEER 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 ENGINEER. 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 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, ENGINEER shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time ENGINEER's services are rendered. ENGINEER does not expressly or impliedly warrant or guarantee its services.
- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS**. If ENGINEER's performance of services hereunder requires ENGINEER to rely on information provided by other parties (excepting ENGINEER's subcontractors) ENGINEER shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by 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 ENGINEER shall complete the work per the schedule outlined in Exhibit A.
- N. **INDEMNIFICATION.** To the fullest extent permitted by law, the ENGINEER shall 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 the ENGINEER's negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Contract. ENGINEER's duty to 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 Contract, including any person for whose acts, errors, mistakes or omissions the ENGINEER may be held legally responsible and liable for under the law.
- O. **INSURANCE REQUIREMENTS.** The ENGINEER retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering ENGINEER's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the ENGINEER, or any person employed by the ENGINEER, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.

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.** The ENGINEER 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 Consultant 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, ENGINEER hereby warrants to the City that the ENGINEER and each of its subconsultants ("Subconsultants") 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 "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the ENGINEER to penalties up to and including termination of

this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant's employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Consultant Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the ENGINEER and any Subconsultants to ensure compliance with the Consultant's Immigration Warranty. ENGINEER agrees to assist the City in regard to any such inspections. The ENGINEER and its Subconsultants warrant to keep the papers and records open for random inspection during normal business hours by the City. The ENGINEER 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 ENGINEER nor any Subconsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the ENGINEER or Subconsultant 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.

ENGINEER hereby certifies that is it not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

KIMLEY-HORN AND ASSOCIATES, INC.

TOM McCULLOUGH
PROJECT MANAGER

State of Arizona)
)ss.
County of _____)

Subscribed and Sworn to
Before Me This _____ day of
_____, 20____.

Notary Public

My Commission Expires: _____

.....
CITY OF KINGMAN, ARIZONA

TIM WALSH, JR., CITY MANAGER

Attest:

ANNIE MEREDITH, CITY CLERK



January 16, 2026

Mike Garmon
City of Kingman
310 N. 4th Street
Kingman Arizona 86401

Re: Letter Agreement for Professional Services for City of Kingman Streets and Sidewalks Development Rules and Regulations Update

Dear Mr. Garmon:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the City of Kingman ("Client" or "City") to provide consulting services to update the City of Kingman Streets and Sidewalks Development Rules and Regulations Manual. Our proposal has been prepared based on the scoping meeting held on Thursday, December 18th, 2025.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1. – Project Management and Meetings

Project management includes contract management and internal meetings with staff. This task consists of coordination and administration of the day-to-day operations of the project, including organizing and filing project data and communication files, responding to project correspondence including emails, performance of monthly budget updates, and schedule monitoring. This task also includes communication determined to be reasonably necessary to keep the City stakeholders informed.

This task includes the preparation of monthly invoices to the City for services performed. As a part of those invoices, Kimley-Horn will submit monthly progress reports to the City's Project Manager summarizing tasks in progress, upcoming scheduled tasks, and identified design issues.

Kimley-Horn will attend up to six (6) virtual meetings with City staff. Kimley-Horn will be responsible for preparing agendas, taking notes, and distributing meetings notes following each meeting. These meetings will consist of a project kickoff meeting, stakeholder coordination meetings with City staff, and comment review meetings. It is assumed that all meetings will be held virtually.

Task 2. – Design Standards Update

Kimley-Horn will review the existing City of Kingman Streets and Sidewalks Development Rules and Regulations manual and redlines to the existing manual provided by the City. Kimley-Horn will develop a summary of updates to existing sections and a list of new sections to be created. For the purposes of this contract, it is assumed updates are needed for all seven (7) divisions and the creation of one new division if needed. Kimley-Horn will incorporate the new concrete roadway construction section and details, as discussed with the City, into the final document.

Document updates will match the format of the existing document. In addition, a Word document and stand-alone PDF of the updated manual will be provided to the City.

Kimley-Horn will develop updated/new sections drafts for internal City review. Section drafts for external stakeholder review will be completed after receiving internal comments from the City.

Kimley-Horn will complete updated/new section drafts for City management review. Section drafts for City management review will be completed after both the City staff and external stakeholder comment resolution meetings have taken place.

Kimley-Horn will complete final section drafts after receiving City management comments.

A final document with updated/modified sections will be provided to the City. A Word document and stand-alone PDF will be generated that matches the information posted to the website.

Task 3. – Standard Details Update

Kimley-Horn will revise and update up to 10 existing standard details and create up to five (5) new standard details as part of this project. Standard details will be updated to correlate with the revisions to the manual text, and to respond to City comments. If the number of details that require updates and/or require creation exceeds the number identified above, additional scope and fee will be required to proceed. It is also assumed that the City will provide the CAD files for the existing City standard details for modifications.

Task 4. – Stakeholder Coordination

Kimley-Horn will support City staff preparing presentations, meeting boards, etc. for presentations to the public or to City Council. It is assumed that Kimley-Horn will attend these meetings but will not be responsible for leading the meetings or presentations.

Allowances

Kimley-Horn will only proceed with work associated with the following task following written authorization from the City's Project Manager.

Task 5. – Ordinance Review (Allowance)

Kimley-Horn will assist the City with updates to City ordinances to match changes made to the manual. If directed, Kimley-Horn will provide a separate scope of work to define tasks to be completed with the allowance budget.

Services Not Included

Any other services not specifically indicated above are not included in this Scope of Services.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Schedule

Following receipt of NTP, we will work with the City Project Manager to develop a detailed submittal schedule. We will provide our services as expeditiously as practicable with the goal of completing the contract by the end of June 2026.

Fees and Expenses

Kimley-Horn will perform the services in **Tasks 1 – 5** for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task Number & Name		Fee	Type
1	Project Management and Meetings	\$13,310.00	Lump Sum
2	Design Standards Update	\$37,980.00	Lump Sum
3	Standard Details Update	\$72,730.00	Lump Sum
4	Stakeholder Coordination	\$10,480.00	Lump Sum
5	Ordinance Review (Allowance)	\$14,430.00	Allowance
Overall Project Total:		\$148,930.00	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

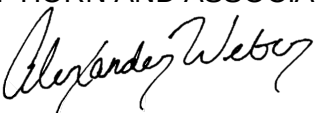
Closure

We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Alexander Weber

Title: Project Manager

Signed: 

Printed Name: Michael Grandy

Title: Vice President



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Jason Moquin

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Resolution 5597 - Release of Assurance and Acceptance of As-Built Plans and Infrastructure Associated with Kingman Crossing Tract 1993 Phase E

SUMMARY:

On November 19, 2024 the City Council passed Resolution No. 5537 which approved the final subdivision plat and improvement plans and accepted a Property Escrow Assurance Agreement for Kingman Crossing, Tract 1993-E. The property escrow assurance agreement allowed the final plat to be recorded prior to the completion of all subdivision improvements. Under the agreement, no individual lots are permitted to be sold until the remaining subdivision improvements are completed and the assurance agreement is released by the Council.

On December 16, 2025, the City Council approved Resolution 5592 - the Partial Release of Assurance and Acceptance of As-Built Plans for 16 lots within Kingman Crossing Tract 1993 Phase E and approval of replacement PETA dated December 8, 2025.

The applicant is now requesting the release of assurance and acceptance of the remaining 67 lots associated with Kingman Crossing Tract 1993-E. City Engineering and Public Works Inspectors have determined that all required improvements associated with the subdivision have been completed and have been done so in compliance with the terms of the final plat, improvement plan, and the requirements of the City's Subdivision Ordinance; with the exception of the sidewalks which will be completed prior to the issuance of the Certificate of Occupancy associated with the individual lots.

FISCAL IMPACT:

Acceptance of the improvements will add additional streets and utilities for City maintenance.

STAFF RECOMMENDATION:

Approve Resolution No. 5597

SUGGESTED MOTION:

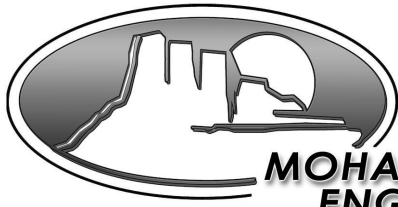
Mayor and City Council approve Resolution No. 5597.

ATTACHMENTS:

01- Final Assurance Release Request.pdf

02 - Resolution 5597.docx

03 - Kingmsn Crossing Final Plat Tract 1993-E 11.5.2024.pdf



**MOHAVE
ENGINEERING
ASSOCIATES, INC.**

Land Development Consultants

CIVIL ENGINEERING • LAND SURVEYING
MATERIALS TESTING • SPECIAL INSPECTIONS

Over 37 Years of Dedicated Service

Final Assurance Release Request

Date: 01/29/26

Jason Moquin, Direction
City of Kingman Development Services Development
jmoquin@cityofkingman.gov

**RE: Kingman Crossing Tract 1993 - E
Final Assurance Release**

Dear Mr. Moquin,

On behalf of the owner, we formally request a Final Assurance Release for Kingman Crossing Tract 1993 - E.

All of the water, sewer and street improvements have been completed per City of Kingman requirements. We have included a copy of the Approval of Construction for Water, dated 8/13/25, and the Discharge Authorization, dated 8/13/25, from City of Kingman Engineering for your review.

The final elevations and constructed drainage conditions meet the intent of the approved plans.

Please do not hesitate to contact Mohave Engineering Associates, Inc. if you have any further questions.

Respectfully,

Peter J. Proffit, PE
President

CITY OF KINGMAN RESOLUTION NO. 5597

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; FOR ACCEPTANCE OF AS-BUILT PLANS AND APPROVAL OF A FINAL RELEASE OF ALL REMAINING ASSURANCES FOR KINGMAN CROSSING, TRACT 1993-E, AND ACCEPTANCE OF THE COMPLETED OFF-SITE SUBDIVISION IMPROVEMENTS INTO THE CITY OF KINGMAN MAINTENANCE SYSTEM.

WHEREAS, the final plat, improvement plans, and a property escrow trust agreement for Kingman Crossing, Tract 1993-E was approved by the City of Kingman Common Council under Resolution No. 5537 on November 19, 2024, and

WHEREAS, the final subdivision plat for Kingman Crossing, Tract 1993-E was recorded on November 20, 2024 at Fee No. 2024057554, and

WHEREAS, the owner of this subdivision is Pioneer Title Agency Inc., Trust 9324, of Kingman Arizona. The project engineer for the subdivision is Mohave Engineering Associates, Inc., and

WHEREAS, the property is located south of Airway Avenue and west of Prospector Street. It is more particularly described as a subdivision of a portion of the northwest 1/4 of section 9, township 21 north, range 16 west, of the Gila and Salt River meridian, Mohave County, and

WHEREAS, Mohave Engineering Associates, Inc., the project engineer, on behalf of the property owner, Pioneer Title Agency Inc. Trust 9324, has requested the release of the assurance agreement for completion of the required improvements, and

WHEREAS, the improvements have been inspected by the City Engineer and Public Works Inspectors and were found to be in compliance with the terms of the final plat and the requirements of the City of Kingman Subdivision Ordinance, with the exception of the sidewalks.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Kingman, Arizona:

1. That the remainder of all assurances be released from the property escrow trust agreement for Kingman Crossing, Tract 1993-E.
2. That the water, sewer, drainage, and street improvements for Kingman Crossing, Tract 1993-E are hereby accepted into the City's maintenance system.

Resolution No. 5597
Page 1 of 2

3. That sidewalks, constructed to City standards shall be completed and approved prior to the issuance of a certificate of occupancy.

PASSED AND ADOPTED by the Honorable Mayor and Common Council of the City of Kingman, Arizona this 17th day of February, 2026.

ATTEST:

APPROVED:

Annie Meredith, City Clerk

Ken Watkins Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Doug Breckenridge

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Contract Renewal No. 1 with Blackstone Security Services, Inc. for Airport Security Services

SUMMARY:

This item is for consideration and approval of an extension of the Security Services Contract for the Kingman Airport. The Council approved a contract with Black Stone Security Incorporated the Airport Security on February 18th, 2025. This is the first of two (2) additional (1) year term renewals.

FISCAL IMPACT:

There will be a fiscal impact from March 2026 - February 2027 of approx. \$100,000 to the Airport Fund.

STAFF RECOMMENDATION:

Approve Contract Renewal No. 1.

SUGGESTED MOTION:

Motion to approve Blackstone Security Inc. Contract Renewal No. 1 to provide unarmed security services at the Kingman Municipal Airport.

ATTACHMENTS:

[Kingman Airport - Contract Renewal No 1.pdf](#)

[Agreement Feb 2025 Airport_Security_Service_Agreement_with_Blackstone_Security_\(002\)\(1\).pdf](#)

[City Council Action Agenda 20250218 Airport Security Services.pdf](#)

**CONTRACT RENEWAL NO. 1
AIRPORT SECURITY SERVICES AGREEMENT
KINGMAN MUNICIPAL AIRPORT**

**GENERAL AIRPORT GENERAL AIRPORT SECURITY SERVICES CONTRACT
BETWEEN
CITY OF KINGMAN AND BLACKSTONE SECURITY SERVICES, INC.**

THIS AMENDMENT is executed this ____ day of ____ 2026, by and between:

CITY OF KINGMAN
7000 Flightline Drive a
Kingman, AZ 86401

hereinafter referred to
as the **CITY**

AND:

BLACKSTONE SECURITY SERVICES, INC.
Drawer #3347
PO Box 5935
Troy, MI 48007-5935

hereinafter referred to
as the **CONSULTANT**

For the purpose of renewing the "Security Services Agreement" executed February 18, 2025, the City and the Contractor do hereby mutually agree to extend the time of performance by an additional one (1) year in order to provide Security Services included in the original Services Agreement.

As a result, Effective Date and Term shall be modified as follows:

This Agreement of Services will be valid from March 1, 2026 and terminate one (1) year thereafter. The contract may be renewed for one (1) additional one (1) year term, on terms acceptable to both parties 60 days prior to the termination of the contract. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation to prevented or delayed by any cause, existing or future, which is beyond the reasonable control of each party.

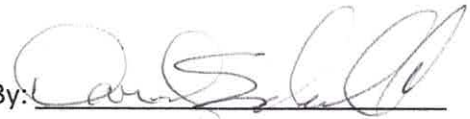
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, the City and the Consultant have executed this **RENEWAL No. 1** as of the date written above.

FOR THE CITY:
CITY OF KINGMAN, ARIZONA

FOR THE CONSULTANT:
**BLACKSTONE SECURITY
SERVICES, INC.**

By: _____
Tim Walsh, City Manager

By:  _____

AIRPORT SECURITY SERVICE AGREEMENT
BETWEEN THE CITY OF KINGMAN
AND BLACKSTONE SECURITY SERVICES, INC.

This Service Agreement ("Agreement") is made and entered into as of Feb. 18th, 2025 by and between CITY of Kingman ("CITY"), an Arizona municipal corporation, and Blackstone Security Services, Inc. ("CONTRACTOR"), licensed to do business in Arizona.

RECITALS:

- A. The CITY operates the Kingman Municipal Airport ("Airport"), a general aviation airport located in Mohave County, Arizona.
- B. The CITY has the need for Airport Security Service ("Services").
- C. The CITY desires to engage the CONTRACTOR to perform the Services, and the CONTRACTOR desires to perform the Services for the CITY, on the terms and conditions set forth in this Agreement.

AGREEMENT:

In recognition of and in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, and in exchange for other good(s) and valuable consideration, the receipt, and sufficiency of all of which are hereby acknowledged. The CITY and CONTRACTOR agree as follows:

- 1. Services. CONTRACTOR shall offer Services to include the following:
 - 1.1. The CONTRACTOR shall furnish security guard(s) (the "GUARD(S)") to patrol Flightline Drive and areas inside of the AIRPORT security fence.
 - 1.1.1. Patrol routes will include unimproved surfaces.
 - 1.2. The GUARD(S) will check pedestrian and vehicle access gates to ensure they are properly secured.
 - 1.3. The GUARD(S) will check outside of building and hangars for vandalism and/or damage and report same.
 - 1.4. The GUARD(S) will check aircraft for vandalism and/or damage and report same.
 - 1.5. The GUARD(S) shall be properly trained and licensed, in accordance with state law, to perform security services.
 - 1.6. No GUARD(S) or other employees shall be armed with firearms or other lethal weapons while performing the Services.
 - 1.7. The CONTRACTOR shall furnish and maintain patrol vehicles that are required for the performance of security services under this contract.
 - 1.8. The CITY may provide Post Orders to the CONTRACTOR.
 - 1.9. The CONTRACTOR will provide weekly security logs of significant events.
 - 1.10. The CONTRACTOR shall furnish and maintain patrol vehicles that are required for the performance of security services under this contract.

1.11. The CONTRACTOR will contact the appropriate first responder(s) and notify AIRPORT staff in the event of an emergency.

1.11.1. The CONTRACTOR shall provide the security services Monday through Friday from 7:30 PM to 3:30 AM; Saturday and Sunday from 4:30 PM to 4:30 AM.

1.11.2. Hours may change at the CITY's discretion.

2. Compensation and Payments

21. Fees and Expenses. Hourly Rates will include all expenses and taxes to conduct the work.

The CITY shall pay the CONTRACTOR the following rates;

21.1. Regular hourly rate of \$26.86;

21.2. Federal holiday hourly rate of \$40.29 for the following Holidays:

New Year's Day;
Martin Luther King Day;
President's Day;
Memorial Day;
Independence Day;
Labor Day;
Veteran's Day;
Thanksgiving Day;
Christmas Eve;
Christmas Day.

2.1.3. Annual Increase 2.5% will be applied to the Regularly hourly rate and Federal holiday hourly rate to begin at the time of contract renewal.

2.2. Manner of Payment. On or as soon as practicable after the first day of each month, CONTRACTOR shall prepare and submit to the CITY an invoice covering the costs incurred during the previous month and shall be paid within 30 days.

2.3. Invoices. CONTRACTOR's invoices for the Services shall be in such form as the CITY may reasonably request and shall include, together with any other appropriate information, the following:

2.3.1. A brief summary of the Services to which the fees and Reimbursable Expenses relate.

2.3.2. Supporting invoices and actual receipts for all Reimbursable Expenses.

2.4. Payment Not Acceptance of Defective Work. No payment to the CONTRACTOR, including final payment, shall be construed as acceptance by the CITY of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete

Services, and CONTRACTOR shall remain responsible and liable for the performance of the Services in strict compliance with this Agreement.

- 2.5. Acceptance of Payment Constitutes Waiver. Acceptance by CONTRACTOR of any payment from or on behalf of the CITY shall constitute a waiver and release of any claim that CONTRACTOR may have against the CITY arising out of or relating to Services covered by the payment. Acceptance of final payment by CONTRACTOR for the Services shall constitute a waiver and general release to the CITY of all claims that CONTRACTOR may have against the CITY arising out of or relating to the Services.
- 2.6. Withholding of Payment. The CITY reserves the right to withhold payment of any amount to CONTRACTOR for Services which the CITY determines to be deficient or to protect the CITY from any potential loss or damage from CONTRACTOR's failure to comply with the terms of this Agreement.
3. Effective Date and Term. This Agreement for Services will be valid from March 1, 2025 and shall terminate one (1) year thereafter. The contract may then be renewed for two (2) additional one (1) year terms, on terms acceptable to both parties 60 days prior to the termination of the contract. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.
4. Termination. If through any cause, and after reasonable opportunity to commence a remedy, CONTRACTOR shall fail to fulfill in a timely and proper manner the obligations under the agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination.
5. Representations and Warranties.
 - 5.1. Representations and Warranties of CONTRACTOR. CONTRACTOR represents and warrants to the CITY as follows:
 - 5.1.1. CONTRACTOR is S-Corporation, duly organized, validly existing, and with full power and authority to enter into this Agreement and to perform each of its obligations hereunder including, without limitation, the Services.
 - 5.1.2. CONTRACTOR is knowledgeable of all federal and state laws, codes, rules, regulations, and orders applicable to the Services to be provided hereunder, and all Services performed or work produced by CONTRACTOR shall comply with all such laws, codes, rules, regulations, and orders.
 - 5.1.3. CONTRACTOR is experienced and fully qualified to perform the Services set forth or otherwise contemplated by this Agreement, and CONTRACTOR is properly licensed in accordance with all applicable laws, codes, rules, and regulations to perform such Services.

5.1.4. CONTRACTOR represents that it has or will obtain prior to performance of the Services the full rights under applicable federal, state and local laws, including patent and copyright laws, to provide all the Services covered under this Agreement, including without limitation, the necessary rights to all products of the Services.

5.1.5. CONTRACTOR agrees and affirms that the CITY shall have the sole right to and ownership of all products of the Services provided or produced by CONTRACTOR under this Agreement. Subject to the foregoing, all materials and information provided by or on behalf of the CITY to CONTRACTOR in connection with this Agreement shall be and remain the property of the CITY and shall be returned to the CITY at the completion of the Services, at the expense of the CONTRACTOR.

5.2. Representations and Warranties of CITY.

5.2.1. The CITY has full power and authority to undertake its obligations under this Agreement.

5.2.2. The CITY shall timely provide or cause to be provided to CONTRACTOR all materials or information within its possession or control relating to the Services and required to be provided to CONTRACTOR under this Agreement or reasonably necessary for CONTRACTOR to complete the Services.

5.2.3. The CITY shall timely pay CONTRACTOR for all Services performed and provided in accordance with the terms of this Agreement for which CONTRACTOR has submitted an invoice to the CITY in accordance with Paragraph 2.2.

6. Assignment. Notwithstanding any other provision of this Agreement, CONTRACTOR shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of the CITY. For the purposes of this Paragraph, "assignment" shall include a change in the beneficial ownership or management of CONTRACTOR.

7. Amendments. Any deviations not approved in writing shall be considered defective.

8. Gratuities and Compensation from Contractor. CONTRACTOR shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of value, to any employee or representative of the CITY.

9. Nondiscrimination.

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

9.1.1. This provision binds the CONTRACTOR and Sub-Tier CONTRACTORs from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

9.2. During the performance of the Agreement, the CONTRACTOR, for itself, its assignees, and successors in interest agrees as follows:

9.2.1. Compliance with Regulations. The CONTRACTOR shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

9.2.2. Nondiscrimination. The CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, creed, color, or national origin in the selection and retention of Sub-CONTRACTORs, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

9.2.3. Solicitations for Sub-CONTRACTORs, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a Sub-CONTRACTOR, including procurements of materials, or leases of equipment, each potential Sub-CONTRACTOR supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, or national origin.

9.2.4. Information and Reports. The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the CITY or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

9.2.5. Sanctions for Noncompliance. In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, the CITY will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- 9.2.5.1. Withholding payments to the CONTRACTOR under the Agreement until CONTRACTOR complies, and/or
- 9.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 9.2.6. Incorporation of Provisions. The CONTRACTOR will include the provisions of subparagraphs in Section 9.3. and Section 15 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as the CITY or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the CONTRACTOR becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR, or supplier because of such direction, the CONTRACTOR may request the CITY to enter into such litigation to protect the interests of the CITY. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.
- 9.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 9.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 9.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 9.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 9.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 9.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 9.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- 9.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- 9.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex);
- 9.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 9.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 9.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
10. Fair Labor Standards Act. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- 10.1. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
11. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same

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

12. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless CITY and each officer, employee, or agent thereof, for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including but not limited to, reasonable attorney's fees, court costs and the costs of appellate proceedings) to which any such the CITY may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of CONTRACTOR, its officers, employees, agents, or any tier of subcontractor in connection with this agreement. This Indemnifying clause will survive the termination of this agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnification.
13. Insurance. CONTRACTOR shall maintain, at its own expense, insurance in accordance with the following throughout the term of this Agreement:
 - 13.1. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations; and
 - 13.2. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00, covering bodily injury and property damage.
 - 13.3. Workers' Compensation Insurance. If CONTRACTOR employs anyone who is required by law to be covered by workers' compensation insurance, CONTRACTOR shall maintain Worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR's employees engaged in the performance of work, or services under this Agreement and shall also maintain Employers Insurance of not less than \$500,000.00 for each accident, \$500,000.00 disease for each employee and \$1,000,000.00 disease policy limit.
 - 13.4. All insurance policies required pursuant to this section shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Arizona; shall name the CITY as an additional insured; and shall contain a waiver of subrogation in favor of the CITY.

13.5. CONTRACTOR shall be responsible for all deductibles and for any inadequacy or absence of coverage. CONTRACTOR shall bear all costs and losses attributable to such deductibles and to coverage limitations. CONTRACTOR shall have no claim or recourse against the CITY for any costs or loss attributable to such deductibles or to coverage limitations, exclusions, or unavailability.

13.6. At CITY's request, CONTRACTOR shall provide the CITY evidence of all insurance required under this Agreement.

14. Cancellation Pursuant To A.R.S. § 38.511

14.1. Pursuant to ARIZ. REV. STAT. § 38.511, the CITY of Kingman may cancel this Agreement, without penalty of further obligations, if any person significantly involved in initiating, negotiating, securing drafting, or creating the Agreement on behalf of the CITY of Kingman, is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. The CITY of Kingman further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the CITY of Kingman from any other party to the Agreement, arising as a result of the Agreement.

15. General Provisions.

15.1. Independent Contractor. CONTRACTOR shall at all times be regarded as an independent CONTRACTOR and shall at no time act as the employee or agent of the CITY. Nothing contained in this Agreement shall be deemed or construed by the CITY, CONTRACTOR, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the CITY and CONTRACTOR.

15.2. Headings. The headings contained in this Agreement are provided for convenience of reference only and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any section hereof, or the intent of any provision hereof.

15.3. Waiver. No delay or omission by either party in exercising any right, power, or remedy under this Agreement or otherwise afforded by contract, at law, in equity, or by statute, shall constitute an acquiescence thereof or impair any other right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by the CITY or CONTRACTOR of any default by CONTRACTOR or CITY, as applicable, under this agreement shall operate as a waiver of any other default or the same default on a future occasion.

- 15.4. Entire Agreement. This Agreement contains the entire agreement between the CITY and CONTRACTOR relating to the subject matter hereof and supersedes all oral statements and prior writings with respect to the subject matter hereof and may be altered, amended or modified only by a written document executed by the CITY and CONTRACTOR.
- 15.5. Force Majeure. Neither the CITY nor CONTRACTOR shall be deemed in violation of this Agreement if prevented from performing any of their respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage or any other similar circumstances of force majeure for which the CITY or CONTRACTOR is not responsible and which are not within the CITY's or CONTRACTOR's control.
- 15.6. Governing Law Jurisdiction. This Agreement and the rights and obligations of the CITY and CONTRACTOR hereunder shall be governed by and construed in accordance with the laws of the State of Arizona in the County of Mohave, without regard to the principles of conflict of law.
- 15.7. Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.
- 15.8. Israel. CONTRACTOR certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
- 15.9. Uyghurs. CONTRACTOR certifies that it is not currently engaged in the use of forced labor of the ethnic Uyghurs in the People's Republic of China, nor using any goods or services produced by same as defined in ARIZ. REV. STAT. §35-394.
- 15.10. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. §23-214(A). CONTRACTOR or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of the Agreement by the CITY.
- 15.11. Subject to Appropriations. The CITY is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the CITY's then-current fiscal year. The CITY's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the CITY concerning budgeted purposes and appropriation of funds. Should the CITY elect not to appropriate and budget funds to pay its Agreement

obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the CITY shall be relieved of any subsequent obligation under this Agreement. The parties agree that the CITY has no obligation or duty of good faith to budget or appropriate the payment of the CITY's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The CITY shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The CITY shall keep CONTRACTOR informed as to the availability of funds for this Agreement. The obligation of the CITY to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the CITY. CONTRACTOR hereby waives any and all rights to bring any claim against the CITY from or relating in any way to the CITY's termination of this Agreement pursuant to this section.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement on the dates indicated below.

SIGNATURES APPEAR ON FOLLOWING PAGES

EXECUTED to be effective on the date specified above.

"CITY".

CITY OF KINGMAN, an Arizona
Municipal Corporation


By: Tim Walsh

ATTEST:


CITY Clerk

APPROVED AS TO FORM:


CITY Attorney



STATE OF ARIZONA)

) SS

County of Mohave)

The foregoing instrument was acknowledged before me this 18th day of February,
2022,⁵

by, Timothy Walsh, in his or her capacity as City Manager of
City of Kingman
an government corporation.


Notary Public

My Commission Expires:

7/22/26



CONTRACTOR:

BLACKSTONE Security Services Inc

By:



Its:

PRESIDENT

STATE OF ARIZONA)
) SS
County of Mohave)

The foregoing instrument was acknowledged before me this 24th day of January, 2025 by Daniel Sindall, in his or her capacity as Chief Executive Officer of Blackstone Security Services, Inc., an Arizona corporation.



Notary Public

My Commission Expires:

8-14-2024



**CITY OF KINGMAN
MEETING OF THE CITY COUNCIL
Council Chambers
310 N. 4th Street Kingman, AZ 86401**

5:00 PM

ACTION AGENDA

Tuesday, February 18, 2025

****A member of the City Council may be attending the meeting by telephone or video conference****

REGULAR MEETING

CALL TO ORDER AND ROLL CALL- ALL COUNCILMEMBERS WERE PRESENT EXCEPT FOR MAYOR WATKINS WHO WAS EXCUSED.

INVOCATION

Invocation will be given by Pastor Michael Bell of Kingman Nazarene 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. APPOINTMENTS

a. Clean City Commission Appointments

The Clean City Commission currently has two (2) vacancies with a term ending on December 21, 2028. Staff has received two City resident applications from Dana Boe and Mike Blair, as well two County resident applications from Marianne Salem and Melissa Gibson. Only one County resident position is available. The applications have been reviewed by the Council Liaison, Mayor and Staff. Residency and voter registration status have been verified. Per A.R.S. 38- 431.03(A)1 The City Council may enter into executive session to review the commission applications. **Council discretion. MOTION TO ENTER INTO EXECUTIVE SESSION WAS PASSED BY A VOTE OF 6-0.**

MOTION TO APPOINT MARIANNE SALEM AND DANA BOE TO A TERM ENDING ON DECEMBER 31, 2028 WAS PASSED BY A VOTE OF 6-0.

2. AWARDS/RECOGNITION

a. Proclamation- Women Making History

3. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. 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. The Council may not respond to speakers during the call to the public. The Council may direct the City Manager to study the matter or request that the matter be placed on a future agenda.

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. **Work Session Meeting Minutes of January 28, 2025- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
- b. **Regular Meeting Minutes of February 4, 2025- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
- c. **Acceptance of the FY2024 Arizona Commerce Authority Economic Strengths Project Funding Agreement**
The City of Kingman was awarded \$450,000 from the Arizona Commerce Authority – Economic Strengths Project Fund Grant for the construction of Transport Drive and Government Way at the Industrial Park. The City would be responsible for a \$50,000 match and any overages. Staff is asking Council to accept award from Arizona Commerce Authority ESP grant and authorize the Mayor to sign all related grant documents. The match and overage would be funded from the Airport Fund. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
- d. **Authorization to Purchase a New Trailer Mounted Hydro-Excavation Unit for Water Operations**
The Public Works Wastewater Division is seeking City Council's approval to purchase a new trailer mounted hydro-excavation unit in the amount of \$295,012.80 from Empire CAT utilizing the City of Tucson OMNIA Contract #212816-01, a cooperative purchasing agreement. This purchase will be procured from the Water Operations Fund and was approved in the FY2025 Budget. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
- e. **Authorization To Purchase A New Backhoe For Water Operations**
The Public Works Water Division is seeking City Council's approval to purchase a new backhoe in the amount of \$163,981.34 From Empire CAT utilizing the City of Tucson OMNIA Contract #212816-01, a cooperative purchasing agreement. This purchase will be procured from The Water Operations Fund and was approved in the FY2025 Budget. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
- f. **Authorization To Purchase A New Dump Truck For Wastewater Operations**
The Public Works Wastewater Division is seeking City Council's approval to purchase a new dump truck in the amount of \$252,994.21 from Empire CAT utilizing the City of Tucson OMNIA Contract #212816-01, a cooperative purchasing agreement. This purchase will be procured from The Wastewater Fund and was approved in the FY2025 Budget. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
- g. **Authorization of Solid Waste Telematics Contract**
The Solid Waste Division is seeking City Council's approval to enter into a three year contract with Routeware Inc. for telematics management solution for a total amount of \$72,938.80. The system provides vehicle tracking, route completion monitoring, service and incident verification, and other detailed reporting which will improve efficiencies in the program. The Routeware management solution includes hardware, software, databases and other devices and equipment to measure, store, manage and transfer data from field operations. The Solid Waste Division budgeted for implementation of a telematics system for ten refuse trucks. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
- h. **Kingman Airport - Award IGM 2024-003-RFP and Authorize Agreement**
A Request for Proposals was solicited for unarmed security services for the

Kingman Municipal Airport, and Blackstone Security, LLC was selected as the most qualified applicant. The attached contract is for an hourly rate of \$ 26.86, an hourly holiday rate of \$40.29, and a 2.5% escalation for each contract renewal. This equates to an annual cost of approx. \$95,000 funded from the Airport fund. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

i. Approval of Utility Cut Patching Proposal Change Order

On August 6th, 2024 the Council approved a proposal from McCormick Construction Co. for asphalt patching of water leak repairs. Additional repairs were identified and the attached change order for \$67,588.02 covers an additional 1,834 square feet of patches. The original contract was for \$156,802.74, and the change order will bring the total contract price to \$224,390.76. This will be paid from the Water Capital Renewal Fund. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

j. Approval of Water Service for APN 320-08-026A

The owner of Parcel 320-08-026A, located at the corner of Airway Avenue and Pinal St has requested water service for a proposed development. The City's Utility Regulations state that water service to unsubdivided parcels lying within the water service are boundary must be reviewed by the Municipal Utility Commission (MUC) and approved by City Council. MUC recommended approval of water service for APN 320-08-026A at their January 23, 2025 meeting. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

k. Approval of Trails Master Plan

The City received three (3) responses for the Trails Master Plan solicitation. J2 Designs was identified as the highest scoring respondent. J2 Designs proposed cost for the study is an amount not to exceed \$99,074.00. This project is approved in the FY2024-25 Adopted Budget and is funded from the Capital Projects Fund with tourism-generated bed tax dollars. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

5. OLD BUSINESS

a. Considerations for the Programming of Opioid Settlement Monies

At the July 16, 2024 Council meeting, staff provided an update on the nationwide settlements involving opioid litigation against multiple pharmaceutical distributors, pharmacy chains and manufacturers. The settlements total close to \$45B, and Kingman is expected to receive anywhere from \$1.9M - \$2.0M of the settlements over an 18-year period. Uses of these monies are restricted for *Opioid Abatement Strategies*. These strategies fall within areas of treatment, prevention, training, leadership/collaboration and research. **Staff is seeking Council direction on how to best use the City's opioid settlement monies.- MOTION TO PROCEED WITH THE BREAKDOWN AS PRESENTED WAS PASSED BY A VOTE OF 6-0.**

6. NEW BUSINESS

7. DEPARTMENT REPORTS

a. Mohave County- LIHTC Housing Presentation

b. Legislative Update

8. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, board and commission liaison reports, availability/attendance at conferences and seminars.

9. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

10. EXECUTIVE SESSION

a. Kingman Crossing Development Agreement

Staff requests that Council go into Executive Session pursuant to ARS 38-431.03(A)(4) to discuss the Kingman Crossing Development Agreement.

Discussion and/or action.- **MOTION TO ENTER INTO EXECUTIVE SESSION WAS PASSED BY A VOTE OF 6-0.**

ADJOURNMENT- VICE MAYOR SAMMELI ADJOURNED THE MEETING AT 6:57 P.M.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council Rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Doug Breckenridge

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of ADOT Grant E6MMO 01C for Kingman Municipal Airport Lighting and Navigational Upgrades Design Phase

SUMMARY:

This item is for consideration and approval to accept grant funds for the Kingman Airport. This ADOT Grant is the state's share for the design phase for upgrading airfield lighting and other navigational aids at the Kingman Municipal Airport. The City has already accepted the FAA grant on September 16, 2025.

This project was budgeted in the FY26 Adopted Budget and 5-Year Capital Improvement Plan. The total project cost is \$186,453 - federal grant of \$177,130, ADOT grant of \$4,661 and city share of \$4,662.

FISCAL IMPACT:

There will be a fiscal impact of \$4,662 to the Airport Fund and \$181,791 to the Airport Grants Fund.

STAFF RECOMMENDATION:

Approve acceptance of ADOT Grant E6MMO 01C for Kingman Municipal Airport Lighting and Navigational Aids upgrades Design Phase.

SUGGESTED MOTION:

Motion to approve accepting ADOT Grant E6MMO 01C .

ATTACHMENTS:

[IGM_IJA-AIG 038-2025 - ADOT Matching Grant Request \(004\).pdf](#)
[City Council Action Agenda 20250916 Airfield Lighting Upgrade.pdf](#)
[Grant_app_Airfield_Lighting_Signage Share Breakdown PDF page 6.pdf](#)
[E6MMO 01C Scanned Grant Agreement](#)
[3-04-0021-038-2025 Grant Agreement](#)



City of Kingman

KINGMAN 310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 928.753.5561
WWW.CITYOFKINGMAN.GOV

October 23, 2025

Sonia Pizano
Airport Grants Manager
ADOT - Aeronautics Group
1801 W. Jefferson Street
Phoenix, Arizona 85007
spizano@azdot.gov

Re: (IGM) Kingman Airport
Reconstruct Airfield Signage/Markings, Reconstruct Runway Lighting 03/21, Reconstruct
Runway Lighting 17/35, Reconstruct Taxiway Lighting A, C, D (Design)
ADOT State Matching Grant Request
FAA IIJA-AIG No. 3-04-0021-038-2025

Dear Ms. Pizano:

The City of Kingman has received a grant from the Federal Aviation Administration for the **Reconstruct Airfield Signage/Markings, Reconstruct Runway Lighting 03/21, Reconstruct Runway Lighting 17/35, Reconstruct Taxiway Lighting A, C, D (Design)** project. A copy of the executed grant agreement dated September 17, 2025 is attached.

The total cost of this project is **\$186,453.00**. The FAA has provided 95% funding for this project under the Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) program as follows:

FAA AIP No. 3-04-0021-038-2025	\$177,130.00
---------------------------------------	---------------------

The City of Kingman respectfully requests that the Arizona Department of Transportation Aeronautics Group participate in funding this project by providing a State Matching Grant of 2.5% in the amount of **\$4,661.00**.

The City of Kingman is also asking that the Preliminary Work Date be set for 05/22/2025.

Should you have any questions or require additional information relative to this request, please do not hesitate to contact me. Thank you in advance for your consideration.

Sincerely,

City of Kingman

W. Douglas Breckenridge

W. Douglas Breckenridge
Airport General Manager
dbreckenridge@cityofkingman.gov

**CITY OF KINGMAN
MEETING OF THE CITY COUNCIL
Council Chambers
310 N. 4th Street Kingman, AZ 86401**

5:00 PM

ACTION AGENDA

Tuesday, September 16, 2025

****A member of the City Council may be attending the meeting by telephone or video conference****

REGULAR MEETING

CALL TO ORDER AND ROLL CALL- ALL COUNCILMEMBERS WERE PRESENT.

INVOCATION

Invocation will be given by Pastor Denis Cronkright of College Park Baptist 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. AWARDS/RECOGNITION

a. Arizona Drug Summit Keeping Hope Alive Community Impact Award Presentation for the Kingman Walk Away from Drugs

The City of Kingman and Kingman Area Meth Coalition were recognized at the Arizona Drug Summit held on September 3, 2025, with the Keeping Hope Alive Community Impact award for their Annual Walk Away from Drugs Event. This event has been a staple in Kingman for the last 19 years, providing the community with an opportunity to come together and take a stand against substance abuse. The Kingman Walk Away from Drugs event is largest and longest-running event of its type in the state.

2. PRESENTATIONS

a. Kingman Youth Advisory Council Update

The Kingman Youth Advisory Council will introduce their 2025-26 Officers and new members. They will also provide Council with an update on their priorities for FY25-26.

3. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. 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. The Council may not respond to speakers during the call to the public. The Council may direct the City Manager to study the matter or request that the matter be placed on a future agenda.

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. **Special Meeting Minutes of August 28, 2025- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**
- b. **Regular Meeting Minutes of September 2, 2025- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**
- c. **Authorization for Services No. 4: Visual Assessment of Three Hangars**
This item is for consideration and approval of a contract to complete a Hangar Condition Assessment for three original Kingman Army Air Field Hangars located at 4540, 9800, and 9900 Flightline Drive. The assessment will include, but not be limited to, inspecting the structural integrity, HVAC systems, Electrical systems, plumbing, and fire suppression. Staff will receive a report for each building, listing known deficiencies, recommended improvements, and prioritized improvements. There will be a fiscal impact of \$102,280 to the Airport Fund. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**
- d. **Approval to Purchase Cerbat Cliffs Driving Range Lighting**
This purchase is for the Cerbat Cliffs Driving Range Lighting. City staff is requesting to utilize Musco Sports Lighting, LLC for this project utilizing Sourcewell Cooperative Contract #041123-MSL. The cost of the replacement is \$129,999, plus any applicable permitting fees, from the Capital Projects Fund. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**
- e. **Amendment to the Contract Between KRMC and City of Kingman for Kingman Firefighter Cancer Screenings**
At the May 20, 2025 Council meeting, the City Council approved a contract between Kingman Healthcare, Inc dba Kingman Regional Medical Center and City of Kingman to utilize Assistance to Firefighters Grant (AFG) funds for all 52 firefighters to receive a full-body skin exam and an oncology exam. In addition, all firefighters over the age of 40 are to receive a whole-body MRI, a low-dose lung CT scan, and a urology and prostate cancer screening. City staff is bringing forth an amendment to the executed contract to request adding three (3) additional firefighters to receive the Low-Dose Lung CT, Whole-Body MRI, and Urology Consult for Prostate Cancer Screening and increasing the contract amount by \$11,160. The cost is fully covered by a grant. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

f. Grandview Pool Liner Replacement

During the Arizona Division of Occupational Safety and Health (ADOSH) inspection through the Voluntary Public Entity Partnership Program needed improvements were identified at the Grandview Pool. The design and construction for an upgrade to the Grandview Pool was included in Capital Projects Fund in the FY2025-26 Adopted Budget and 5-Year Capital Improvement Plan with a budget of \$700,000. In order to ensure installation occurs prior to next season, the pool liner needs to be ordered at a cost of \$133,608. The remaining scope of the upgrade will be brought to Council at a later date. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

g. Agreement for Engineering Services for Intersection Improvements at Hualapai Mountain Road and Eastern Street ENG25-0061

A February 2025 Traffic Impact Analysis prepared by Greenlight Traffic Engineering indicates the need for a traffic signal at the intersection of Hualapai Mountain Road and Eastern Street within six years. Also warranted in the analysis are a westbound right turn lane from Hualapai Mountain Road onto Eastern Street and a southbound left turn lane from Eastern Street onto Hualapai Mountain Road. Huitt-Zollars, Inc. has provided a cost proposal for the intersection improvements. This project was not budgeted in the FY2025-26 Adopted Budget and 5-Year Capital Improvement Plan, but there is sufficient budget capacity within the Capital Projects Fund to cover the project's costs of \$85,100. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

h. Approval of FAA Grant Agreement 3-04-0021-037-2025 for Windcone Relocation

The Federal Aviation Administration has offered the City a grant of \$143,882.00 to relocate two wind-cones out of the Runway 03-21 Object Free Area. Once executed, City staff will apply for additional funding through an ADOT grant. This is an approved project in the FY2025-26 Adopted Budget and 5-Year Capital Improvement Plan. The City's match will be \$3,787 from the Airport Fund. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

i. Approval of FAA Grant Agreement 3-04-0021-038-2025 for Airfield Lighting and NavAids

On August 5, 2025, the City Council approved the Authorization of Service No. 3 agreement with C&S Engineers, Inc. for design services for airfield lighting and signage upgrades. This Grant Agreement is the FAA's 95% contribution for the project that will not exceed \$177,130.00 for the design phase of the project. This executed grant is necessary for staff to apply for and receive an ADOT Grant. This is an approved project in the FY2025-26 Adopted Budget and 5-Year Capital Improvement Plan. There will be a fiscal impact of \$4,662 to the Airport Fund. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

j. Approval of Clean City Commissioner Removal

This item is for the consideration of the removal of Marcia Joslin as a Commissioner on the Clean City Commission. The request comes from staff due to Commissioner Joslin missing all three commission meetings held. Additionally, staff has tried multiple times to contact her, with no success. Removal of Ms. Joslin would allow for the recruitment of a new commissioner to fill this position. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

5. ACTION ITEMS

a. **Presentation and Discussion of the 2025 Economic Development Strategic Plan**

The City of Kingman's Economic Development Department, in collaboration with Chabin Concepts, will present the proposed 2025 Economic Development Strategic Plan. This updated strategy builds upon the foundation of the 2019 plan and reflects current economic conditions, community input, and organizational priorities. It includes an overview of accomplishments achieved since the prior plan, introduces new strategic goals, and outlines actionable strategies designed to strengthen Kingman's economic position. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

b. **Approval of Ordinance No. 1981- Amending the City Street Regulations to Clarify the Curb Requirements for Street Improvements Related to Commercial Projects**

The current version of the Street Regulations says that a vertical or rolled curb can be used on streets with a "Local" classification in the City of Kingman. This has led to some inconsistency with regard to street improvements related to commercial projects. For commercial projects that require street improvements, it is the position of the Engineering Department that vertical curbs should be used. This encourages proper channelization of traffic into the parking area and discourages vehicles from driving across landscaping and other areas not designated for traffic. The ordinance allows for some exceptions, which must be approved by the City Engineer. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

c. **Approval of Ordinance No. 1982- Amending the Street Regulations to Clarify Terms for Vacation of Public Rights-of-Way Containing Public Utilities and/or Other Features**

The current version of the Street Regulations prohibits vacation of public rights-of-way or right-of-way easements that contain public utilities and other features like canals and ditches. This amendment would allow vacation of those rights-of-way and right-of-way easements if the utilities and other features were relocated and/or legal access to them was maintained through the granting of appropriate easements. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

d. **Approval of Ordinance No. 1983- Repealing Section 2-24 from the City Code: Approval of Privilege and Use Tax Increases By Electors**

Staff drafted Ordinance No. 1983 to repeal Section 2-24 Approval of Privilege and Use Tax Increases by Electors. With the removal of this section from the City Code, the City Council will have the flexibility to adjust the Transaction Privilege Tax (TPT) to address pressing concerns regarding the significant critical needs that are paramount to the economic success of the City of Kingman. **Council discretion.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 7-0.**

e. **Approval of Kingman Main Street Wind Phone Donation to the Parks and Recreation Department**

Kingman Main Street would like to donate a Wind Phone to the Parks and Recreation Department. The Wind Phone Project is a disconnected telephone booth or structure, often found in quiet, scenic locations, offering grieving people a therapeutic way to process loss and express emotions. The proposed location is the

White Cliffs South Trailhead 711 N. 4th Street. **The Parks, Aquatics, Recreation and Trails Commission recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-1 WITH COUNCILMEMBER DYKENS VOTING NAY.**

6. DEPARTMENT REPORTS

- a. Kingman Municipal Court Department Report on Community Court
- b. Kingman Area Regional Transit (KART) Report on Benches and Shelters at Bus Stops

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

Limited to announcements, board and commission liaison reports, availability/attendance at conferences and seminars.

8. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

9. EXECUTIVE SESSION

ADJOURNMENT- VICE MAYOR SAMMELI ADJOURNED THE MEETING AT 6:50 P.M.

ALL PERSONS ATTENDING THE COUNCIL MEETING, WHETHER SPEAKING TO THE COUNCIL OR NOT, ARE EXPECTED TO OBSERVE THE COUNCIL RULES, AS WELL AS THE RULES OF POLITENESS, PROPRIETY, DECORUM, AND GOOD CONDUCT. ANY PERSON INTERFERING WITH THE MEETING IN ANY WAY, OR ACTING RUDELY OR LOUDLY WILL BE REMOVED FROM THE MEETING AND WILL NOT BE ALLOWED TO RETURN.

ANYONE REQUIRING ACCOMODATIONS SHOULD CONTACT THE CITY CLERK'S OFFICE AT 928-753-8113, AT LEAST 24 HOURS IN ADVANCE.

AIP Grant Application Checklist

AIRPORT NAME: (IGM) Kingman Municipal Airport **DATE:** 8/7/2025

SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 4TTN4 (UEI: DM48NAGZ9ZY6)

SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: January 27, 2026

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	☒	☐	☐	☐
2.	Project Cost Breakdown <i>(attached)</i>	☒	☐	☐	☐
3.	Project Sketch <i>(at the request of the ADO)</i>	☒	☐	☐	☐
4.	Project Narrative <i>(attached or within Form 5100-11/101 Part IV)</i>	☒	☐	☐	☐
5.	Form 5100-100 (parts II - IV) <i>(airport development grants)</i> Form 5100-101 (parts II - IV) <i>(planning grants)</i>	☒	☐	☐	☐
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>	☐	☐	☒	☐
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	☒	☐	☐	☐
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>	☒	☐	☐	☐



CITY OF KINGMAN

Unique Entity ID DM48NAGZ9ZY6	CAGE / NCAGE 4TTN4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 27, 2026	
Physical Address 310 N 4TH ST Kingman, Arizona 86401-5817 United States	Mailing Address 310 N Fourth Street Kingman, Arizona 86401-5817 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 09	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Jan 28, 2025	Submission Date Jan 27, 2025	Initial Registration Date Jul 25, 2007
--	--	--

Entity Dates

Entity Start Date Jan 21, 1952	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 4TTN4
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Points of Contact**Electronic Business**

✎ WENDY SHERER	310 N Fourth Street Kingman, Arizona 86401 United States
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Gerry Delgado, IT Administrator	310N 4TH ST Kingman, Arizona 86401 United States
---------------------------------	--

Government Business

✎ TINA MOLINE	310 N Fourth Street Kingman, Arizona 86401 United States
------------------	--

Past Performance

✎ WENDY SHERER	310 N Fourth Street Kingman, Arizona 86401 United States
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	921190	Other General Government Support
	922110	Courts
	922120	Police Protection
	922160	Fire Protection
	924110	Administration Of Air And Water Resource And Solid Waste Management Programs
	926110	Administration Of General Economic Programs

Disaster Response

This entity does not appear in the disaster response registry.

Application for Federal Assistance SF-424	
*1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s): ☒ New ☐ Continuation * Other (Specify) ☐ Revision
*3. Date Received:	4. Applicant Identifier: IGM
5a. Federal Entity Identifier: 3-04-0021	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State: 	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Kingman	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 86-600769	*c. UEI: DM48NAGZ9ZY6
d. Address:	
*Street 1:	310 North 4th Street
Street 2:	
*City:	Kingman
County/Parish:	Mohave
*State:	AZ
*Province:	
*Country:	USA: United States
*Zip / Postal Code	86401-5817
e. Organizational Unit:	
Department Name: Kingman Municipal Airport	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix:	Mr. *First Name: William
Middle Name:	Douglas
*Last Name:	Breckenridge
Suffix:	
Title: Airport General Manager	
Organizational Affiliation:	
*Telephone Number: (928) 565-1420 Fax Number:	
*Email: dbreckenridge@cityofkingman.gov	

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

IIJA - AIG

***12. Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Kingman, County of Mohave, Arizona

***15. Descriptive Title of Applicant's Project:**

Airfield Lighting and Signage Improvements (Design)

- Replace Taxiway Lighting (Taxiways D, A and C)
- Replace Runway Lighting (Runways 3-21 and 17-35)
- Replace Airfield Guidance Signs (Runways and Taxiways)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: AZ 3rd	*b. Program/Project: AZ 3rd
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2025	*b. End Date: 12/31/2026
18. Estimated Funding (\$):	
*a. Federal	\$ 177,130
*b. Applicant	\$ 4,662
*c. State	\$ 4,661
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 186,453
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☐ c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt?	
☐ Yes ☒ No	
If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: William
Middle Name: Douglas	
*Last Name: Breckenridge	
Suffix:	
*Title: Airport General Manager	
*Telephone Number: (928) 565-1420	Fax Number:
* Email: dbreckenridge@cityofkingman.gov	
*Signature of Authorized Representative: 	*Date Signed: 8/6/25



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Land use in and around the airport are in accordance with the City of Kingman General Plan Update 2030, dated March 2014 and the Mohave County 2015 General Plan, adopted September 21, 2015.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Sponsor maintains property interest as depicted within the property table on the Exhibit A property map approved by the FAA October 16, 2006 and revalidated April 13, 2009.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	IIJA - Airport Improvement Grant (AIG)

SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			176,453
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 186,453
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			186,453
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 186,453
19. Federal Share requested of Line 18			177,130
20. Grantee share			4,662
21. Other shares			4,661
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 186,453

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	4,662
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 4,662
25. Other Shares	Amount
a. State	4,661
b. Other	
c. TOTAL - Other Shares	\$ 4,661
26. TOTAL NON-FEDERAL FINANCING	\$ 9,323

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)**PROJECT:** Airfield Lighting and Signage Improvements (Design)**AIRPORT:** (IGM) Kingman Municipal Airport**1. Objective:**

This project would include replacing the outdated and aging Runway and Taxiway lighting and airfield signs with LED.

- Replace Runway 3-21 and Runway 17-35 edge lighting, regulators and controls with LED.
- Replace Taxiways D, A and C edge lighting, regulator and controls with LED.
- Replace Airfield Guidance Signs (runways and taxiways), regulators and controls with LED.-

2. Benefits Anticipated:

The airfield lighting and signage is beyond its design life and difficult to maintain. Replacing the lighting and signage and upgrading to LED will provide a safer environment for air traffic utilizing the airport.

3. Approach: (See approved Scope of Work in Final Application)

The project will be completed through a traditional design contract. C&S Engineers, Inc. of Phoenix, AZ will serve as the City's consultant to lead this effort. Design is anticipated to be completed January/February 2026, and an anticipated bid opening slated for March/April 2026.

A Scope of Work is included following this page.

4. Geographic Location:

Kingman Municipal Airport and the adjacent Industrial Park are located in an unincorporated portion of Mohave County, northeast of the City of Kingman.

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

William Douglas Breckenridge, Airport General Manager
7000 Flightline Drive, Kingman, AZ 86409
P: (928) 565-1420 / E: dbreckenridge@cityofkingman.gov

**AUTHORIZATION FOR SERVICES NO. 3
KINGMAN MUNICIPAL AIRPORT**

**DESIGN SERVICES FOR
AIRFIELD LIGHTING AND SIGNAGE UPGRADES PROJECT**

**GENERAL AIRPORT ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF KINGMAN AND C&S ENGINEERS, INC.**

ARTICLE I AGREEMENT

In accordance with the General Engineering Services Agreement, dated the 20th day of May, 2025, the provisions of which agreement are incorporated herein as if they had been set forth in full, CONSULTANT will perform the Scope of Services detailed in Schedule A for the purpose of designing the Airfield Lighting and Signage Upgrades Project at the Kingman Municipal Airport (the "Project").

ARTICLE II COMPENSATION

For the performance of the services identified in Schedule A, CONSULTANT shall be paid on a lump sum basis by the CITY in accordance with the schedule outlined in Schedule B for a not-to-exceed fee of \$176,453.00. Partial payments shall be made to the CONSULTANT throughout the project based on approved monthly invoices detailing the portion of each work task that is complete.

The CONSULTANT shall not proceed with the services of work until written authorization in the form of a Notice to Proceed is received from the CITY.

ARTICLE III TIME OF PERFORMANCE

The services of the CONSULTANT described in Schedule A are to commence on written notice to proceed and shall be completed within 1 year from the date of notice, exclusive of agency reviews.

Binding Upon Successors: This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns and legal representatives.

SPONSOR

City of Kingman

By: _____

Title: Mayor

Date: 8-5-2025

CONSULTANT

C&S Engineers, Inc.

By: _____

Lance R. McIntosh, PE

Title: Service Group Manager

Date: 6/24/2025





SCHEDULE A

SCOPE OF WORK

Project Title: Airfield Lighting and Signage Upgrades Project
Airport Name: Kingman Municipal Airport (IGM)
Services Provided: Design

Project Description:

The CONSULTANT shall provide required services to design the Airfield Lighting and Signage Upgrades Project (the "Project"). The Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) and the Arizona Department of Transportation (ADOT).

This project consists of replacing edge lights and guidance signs on Runway 3-21, Runway 17-35, Taxiway A and Taxiway C utilizing existing base cans. Also included will be the replacement of all associated conductor and construction of new sign bases, as necessary.

Services to be provided by the CONSULTANT shall include civil and electrical engineering services during construction as required to accomplish the following items ("Basic Services"):

ADMINISTRATION PHASE

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FAA and ADOT during the Project's design. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
2. During the Design Phase, to aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.
3. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
4. Provide to the SPONSOR monthly project status reports.
5. Schedule coordination - consultant shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and ADOT review process.

SCHEMATIC DESIGN PHASE (30%)

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting (virtual) with the SPONSOR, FAA and ADOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
4. Prepare a Categorical Exclusion environmental document, including the collection and review of available documents such as published wetland maps, soil conservation survey maps, and previous master plan and environmental archaeological studies, to identify potential impacts the Project may have on the environment.
5. Prepare preliminary Contract Drawings (approximately 30% complete) providing sufficient detail for review of design concepts by the SPONSOR, FAA and ADOT.
6. Prepare general specifications and preliminarily develop technical specifications expected to be required for the proposed work.
7. Develop a draft construction phasing and operations plan that endeavors to limit interference by the Project's construction with airport and tenant operations, in accordance with FAA advisory circular 150/5370-2 (current edition).
8. Prepare schematic opinion of probable construction costs for each major element of the Project.
9. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
10. Submit sufficient copies of preliminary design documents to the SPONSOR, FAA and ADOT for their review and comment.
11. Schedule and conduct a 30% design review meeting to discuss and resolve SPONSOR, FAA and ADOT comments.

DRAFT FINAL DESIGN (90%)

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Draft Final Plans, Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Update runway and taxiway lighting and guidance sign designs.
2. Prepare draft final Contract Drawings.
3. Update General Specifications and prepare written Technical Specifications for all construction materials and installations.
4. Update construction phasing and operations plan.
5. Update opinion of probable construction costs for each major element of the Project.
6. Update design report to be consistent with the final design.
7. Submit draft final documents to the SPONSOR, FAA and ADOT for final review and comment.

Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.

8. Reproduce and submit sufficient copies of bid documents to SPONSOR for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

FINAL DESIGN PHASE (100%)

The services included under this Phase shall generally consist of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with SPONSOR, FAA and ADOT comments and then completion of the final design. Plans and Specifications, suitable for unit price bidding, will be completed; final design will be coordinated with the SPONSOR, and a complete set of bid documents will be furnished to the SPONSOR, FAA and ADOT. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety and Phasing Plan will be included as part of the Contract Documents.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize runway and taxiway lighting and guidance sign designs.
2. Finalize pavement marking layouts, and detail installations.
3. Prepare final Contract Drawings.
4. Perform a detailed quantity takeoff of all bid items to be included on the Contract Drawings and in the General Specifications of the Contract Documents.
5. Finalize General Specifications
6. Finalize written Technical Specifications for all construction materials and installations.
7. Finalize CSPP and include in Specifications and on the Contract Drawings. Load CSPP and 7460 cases into FAA OE/AA System.
8. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
9. Submit draft final documents to the SPONSOR, FAA and ADOT for final review and comment.
10. Schedule and conduct draft final review meeting with the City to discuss and resolve final comments.
11. Submit bid documents to City for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

END OF SCHEDULE

C&S ENGINEERS, INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

PROJECT: Airfield Lighting and Signage Upgrades
 SERVICES: Design Services
 CLIENT: City of Kingman
 CLIENT MGR: Doug Breckenridge

CONT NO.	PHASE NO.	TASK	Design Administrator	Senior Designer	Engineer	Jr. Project Engineer	Managing Engineer	TOTAL LABOR HOURS	TOTAL LABOR	DIRECT COSTS	SERVICES BY OTHERS	TOTALS
		RATE	\$ 126.00	\$ 144.00	\$ 178.00	\$ 252.00	\$ 297.00					
		Administration Phase	20		24	40	8	92	\$ 19,288	\$ -	\$ -	\$19,288.00
		Prepare Grant Reimbursement Packages	16					16	\$2,016			\$2,016.00
		Project Management	4		24	40	8	76	\$17,272			\$17,272.00
		Schematic Design Phase (30%)	1	99	65	22	4	191	\$ 32,706	\$ -	\$ 5,000	\$37,706.00
		Pre-Design Kickoff Meeting (virtual)		2	2	2		6	\$1,150			\$1,150.00
		Review Record Documents		4	4	2		10	\$1,794			\$1,794.00
		Preliminary Site Investigation		12				12	\$1,728			\$1,728.00
		Prepare Environmental Clearance Documents			4			4	\$712		\$5,000	\$5,712.00
		Prepare 30% Contract Drawings		40	24	8	2	74	\$12,650			\$12,650.00
		Prepare Schematic General and Technical Specifications			12			12	\$2,136			\$2,136.00
		Prepare draft CSPP		16	8	2		26	\$4,234			\$4,234.00
		Prepare Schematic Opinion of Probable Construction Costs		4	2	2		8	\$1,438			\$1,438.00
		Prepare Engineer's Design Report		12	4	2		18	\$2,946			\$2,946.00
		Quality Control Review and Revisions		8	4	2	2	16	\$2,964			\$2,964.00
		Submit Schematic Documents for Review	1			1		2	\$379			\$379.00
		Schematic Design Review Meeting (conference call)		1	1	1		3	\$575			\$575.00
		Draft Final Design Phase (90%)	1	45	37	14	3	100	\$ 17,625	\$ -	\$ -	\$17,625.00
		Update Contract Drawings		24	16	4	1	45	\$7,613			\$7,613.00
		Update General and Technical Specifications			8			8	\$1,424			\$1,424.00
		Update CSPP		4	4	2		10	\$1,794			\$1,794.00
		Update Schematic Opinion of Probable Construction Costs		4	2	2		8	\$1,438			\$1,438.00
		Update Engineer's Design Report		4	2	2		8	\$1,438			\$1,438.00
		Quality Control Review and Revisions		8	4	2	2	16	\$2,964			\$2,964.00
		Submit Draft Final Documents for Review	1			1		2	\$379			\$379.00
		Draft Final Design Review Meeting (conference call)		1	1	1		3	\$575			\$575.00
		Final Design Phase (100%)	1	28	24	9	3	65	\$ 11,598	\$ -	\$ -	\$11,598.00
		Prepare Final Contract Drawings		16	12	4	1	33	\$5,749			\$5,749.00
		Finalize General and Technical Specifications			4			4	\$712			\$712.00
		Finalize CSPP & Upload 7460 to OE/AAA Portal		2	2	1		5	\$897			\$897.00
		Finalize Opinion of Probable Construction Costs		2	2	1		5	\$897			\$897.00
		Quality Control Review and Revisions		8	4	2	2	16	\$2,964			\$2,964.00
		Submit Final Documents	1			1		2	\$379			\$379.00
		Direct Expenses							\$ -	\$ 236	\$ 90,000	\$90,236.00
		CR Engineers - Electrical Design									\$90,000	\$90,000.00
		Total								\$236.00		\$236.00
		All Tasks Total	23	172	150	85	18	448	\$ 81,217	\$ 236	\$ 95,000	\$ 176,453



CONSULTING/ENGINEERING COST SUMMARY SCHEDULE "B"

PROJECT NAME: Airfield Lighting and Signage Upgrades
 PROJ DESCRIPTION: Design Services
 CLIENT: City of Kingman
 CLIENT MANAGER: Doug Breckenridge

DATE: 11/15/2024
 A/E: C & S ENGINEERS, INC.

I. DIRECT SALARY, OVERHEAD & PROFIT COSTS:

TITLE		RATE OF PAY			HOURS		COST
		(\$/HR)	@				
A.	Grants Administrator	\$ 126.00	X		23.00	=	\$2,898
B.	Sr. Inspector	\$ 186.00	X		0.00	=	\$0
C.	Senior Designer	\$ 144.00	X		172.00	=	\$24,768
D.	Engineer	\$ 178.00	X		150.00	=	\$26,700
E.	Sr. Project Engineer	\$ 253.00	X		85.00	=	\$21,505
F.	Managing Engineer	\$ 297.00	X		18.00	=	\$5,346
TOTAL ESTIMATE OF LABOR:							<u>\$81,217</u>

II. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	360	mile* @	1	Trip(s) @	\$0.655	=	\$236.00
TOTAL ESTIMATE OF DIRECT EXPENSES:								<u>\$236.00</u>

III. SERVICES BY OTHERS:

A.	Environmental	\$5,000
B.	Electrical	\$90,000
TOTAL SERVICES BY OTHERS:		<u>\$95,000</u>

III. TOTALS:

TOTAL LUMP SUM ENGINEERING AND CONSTRUCTION ADMIN SERVICES: \$176,453

SCHEDULE C

FEE BREAKDOWN

Task 1.0	Administration Phase (Lump Sum Basis)	\$19,288.00
Task 2.0	Schematic Design (30%) (Lump Sum Basis)	\$37,706.00
Task 3.0	Draft Final Design (90%) (Lump Sum Basis)	\$17,625.00
Task 4.0	Final Design (100%) (Lump Sum Basis)	\$11,598.00
Task 5.0	Direct Expenses (Lump Sum Basis)	\$90,236.00
TOTAL LUMP SUM FEE		\$176,453.00

SCHEDULE D

ADDITIONAL SERVICES

Additional and hourly services, as requested, will be provided at the following current billing rates:

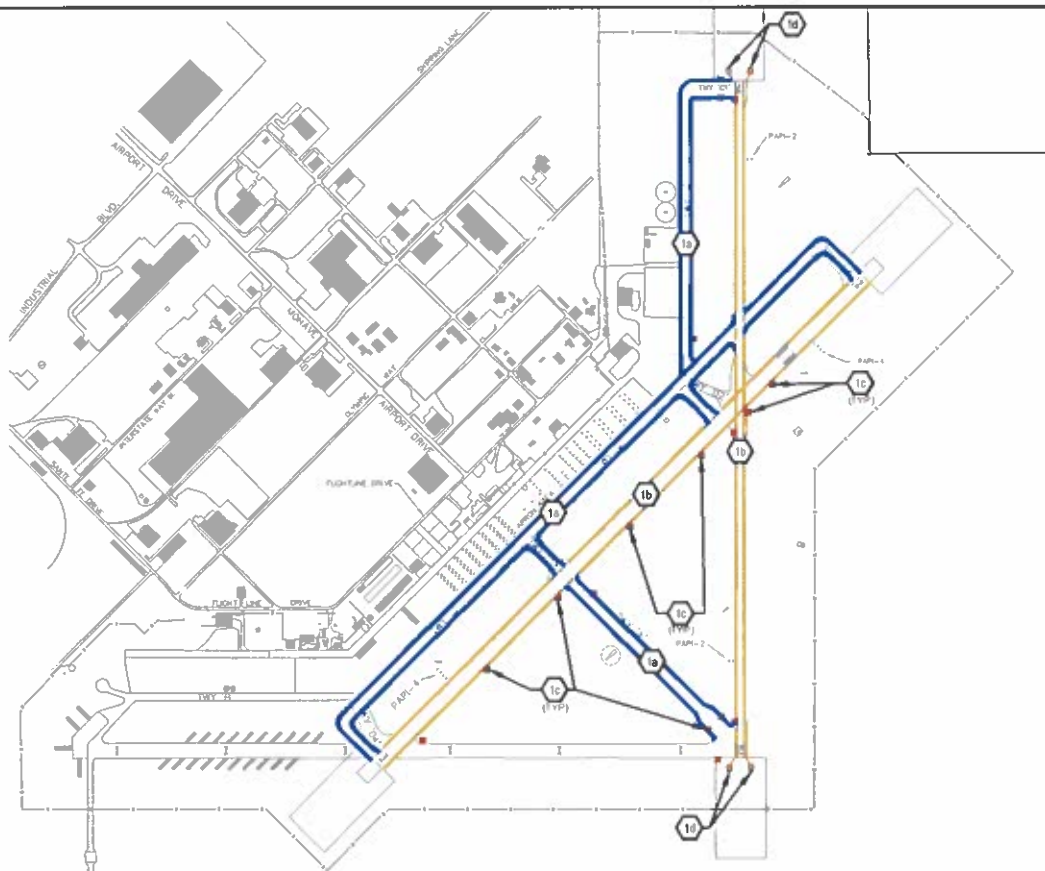
C&S FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>
Managing Engineer	\$297.00
Senior Project Engineer	\$253.00
Engineer	\$178.00
Senior Designer	\$144.00
Administrative Assistant	\$126.00
Senior Inspector	\$186.00
Per Diem (overnight)	\$156.00
Other Expenses (Prints, Copies, etc.)	Cost Plus + 10%

KINGMAN AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2025



LEGEND



DESIGN REPLACE TAXIWAY LIGHTING
(TAXIWAYS D, A AND C)

DESIGN REPLACE RUNWAY LIGHTING
(RUNWAYS 3-21 & 17-35)

DESIGN REPLACE AIRFIELD GUIDANCE SIGNS
(RUNWAYS AND TAXIWAYS)

DESIGN AIRFIELD NAVAIDS
(INSTALL RAILS ON RUNWAY 17-35)

PREPARED: 6/2024 (FY 2025)



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Kingman

Airport: (IGM) Kingman Municipal Airport

Project Number: 3-04-0021

Description of Work: Airfield Lighting and Signage Improvements (Design)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 6th day of August, 2021.

Name of Sponsor: City of Kingman

Name of Sponsor's Authorized Official: William Douglas Breckenridge

Title of Sponsor's Authorized Official: Airport General Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Kingman

Airport: (IGM) Kingman Municipal Airport

Project Number: 3-04-0021

Description of Work: Airfield Lighting and Signage Improvements (Design)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Kingman Municipal Airport

Address: 7000 Flightline Drive, Kingman, AZ 86409

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 6th day of August, 2021.

Name of Sponsor: City of Kingman

Name of Sponsor's Authorized Official: William Douglas Breckenridge

Title of Sponsor's Authorized Official: Airport General Manager

Signature of Sponsor's Authorized Official: William Douglas Breckenridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Kingman

Airport: (IGM) Kingman Municipal Airport

Project Number: 3-04-0021

Description of Work: Airfield Lighting and Signage Improvements (Design)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code of standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 6th day of August, 2020.

Name of Sponsor: City of Kingman

Name of Sponsor's Authorized Official: William Douglas Breckenridge

Title of Sponsor's Authorized Official: Airport General Manager

Signature of Sponsor's Authorized Official: William D Breckenridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Kingman

Airport: (IGM) Kingman Municipal Airport

Project Number: 3-04-0021

Description of Work: Airfield Lighting and Signage Improvements (Design)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☐ Yes ☐ No ☒ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☐ Yes ☐ No ☒ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 6th day of August, 2021.

Name of Sponsor: City of Kingman

Name of Sponsor's Authorized Official: William Douglas Breckenridge

Title of Sponsor's Authorized Official: Airport General Manager

Signature of Sponsor's Authorized Official: William D Breckenridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Kingman

Airport: (IGM) Kingman Municipal Airport

Project Number: 3-04-0021

Description of Work: Airfield Lighting and Signage Improvements (Design)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
 - a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
 - a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 6th day of August, 2014

Name of Sponsor: City of Kingman

Name of Sponsor's Authorized Official: William Douglas Breckenridge

Title of Sponsor's Authorized Official: Airport General Manager

Signature of Sponsor's Authorized Official: William D. Breckenridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 12/31/2026

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Kingman

Airport: (IGM) Kingman Municipal Airport

Project Number: 3-04-0021

Description of Work: Airfield Lighting and Signage Improvements (Design)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 6th day of August 2021.

Name of Sponsor: City of Kingman

Name of Sponsor's Authorized Official: William Douglas Breckenridge

Title of Sponsor's Authorized Official: Airport General Manager

Signature of Sponsor's Authorized Official: William Douglas Breckenridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

STANDARD DOT TITLE VI ASSURANCES

City of Kingman (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED

August 6, 2025

City of Kingman
(Sponsor)

Willie Doyle Benish
(Signature of Authorized Official)

CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

City of Kingman

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: Mr.

* First Name: William

Middle Name: Douglas

* Last Name: Breckenridge

Suffix:

* Title: Airport General Manager

* SIGNATURE:

Wade Parkman

* DATE:

8/6/2025



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/.¹

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

¹ All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Selection Criteria: Sponsor Name**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Grant Number E6MMO 01C
CITY OF KINGMAN
Kingman Airport
AIP: 3-04-0021-038-2025

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the CITY OF KINGMAN, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of Reconstruct Airfield Signage/Markings, Reconstruct Runway Lighting 03/21, Reconstruct Runway Lighting 17/35, Reconstruct Taxiway Lighting A, C, D (the "Project"), for the improvement of the CITY OF KINGMAN (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on November 21, 2025 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by Sections 28-304, 28-363, and 28-401 and A.R.S. Title 28, Chapter 25, have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: January 13, 2026. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide

and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be Two point Five Percent **(2.5%)** as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be Four Thousand Six Hundred Sixty-One Dollars **(\$4661.00)**.
- 3) Except as otherwise provided herein for the State's obligation to provide funds hereunder expires upon completion of the project required herein or _____, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months or if the State determines that Sponsor is not otherwise complying with the terms of this Agreement. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation provided Sponsor is not in default hereunder.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) Notwithstanding anything to the contrary herein, in the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after May 22, 2025 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Grant Number E6MMO 01C

CITY OF KINGMAN

Kingman Airport

AIP: 3-04-0021-038-2025

Part II

The Sponsor shall approve and attach to this agreement a resolution, or Motion, or Board Action by its governing body that certifies as follows:

1) The Sponsor has the legal power and authority:

- a) to do all things necessary, in order to undertake and carry out the Project;
- b) to accept, receive and disburse grant funds from the State in aid of the Project.

2) The Sponsor now has on deposit, or is in a position to secure Four Thousand Six Hundred Sixty-One dollars (\$ 4,661), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

CITY OF KINGMAN, DESIGNATED GRANT ACCOUNT WITH CITY OF KINGMAN

(Enter local funding type and location)

3) The Sponsor hereby designates Tina Moline, Deputy City Manager
Name Title

to receive payments representing the State's share of project costs.

Signature of Sponsor's Representative

City Manager

Title of Representative

4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **IV0000002559**
Sponsor Vendor Address: **CITY OF KINGMAN**
7000 Flight Line Dr.
Kingman, AZ 86401

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

Exhibit A - Sponsor Assurances

Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

By: _____
Title: MPD Division Director
Date: _____

SPONSOR:

CITY OF KINGMAN
Kingman Airport

By: _____
Title: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: _____
Date: _____

WITNESSED BY:

Signature: _____
Print Name: Annie Meredith
Date: _____

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CITY OF KINGMAN

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EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise

transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.

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- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.
- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;

- b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.
- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
- a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.

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- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
- 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 2009-9, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.

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- c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
- d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

3) Liability of Subcontractors

1) It shall be the responsibility of the Sponsor to ensure through contractual agreement that any independent contractor, subcontractors, or sub consultants utilized by the Sponsor, defend, indemnify, save, and hold harmless the State and any of their departments, divisions, agencies, officers, or employees who may be obligated to pay by reason of any liability imposed upon any of the above for damages arising out of any error, negligence, omissions, or act of the independent contractor, subcontractor, or sub consultant.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

1) Reimbursement Requirements

a). The Sponsor shall submit quarterly Grant Reimbursement Requests (GRR's) to the Aeronautics Grant Manager after the date of the grant agreement has been signed by both Sponsor and State.

b). The Sponsor shall prepare quarterly (GRR) forms with the appropriate invoices attached which clearly indicate the project's progress to date and the amount of reimbursement due by virtue of that progress. All GRR's for payment shall be for work completed unless otherwise agreed to by State.

(i). The State has the right to withhold reimbursement payments if the Sponsor does not fill out the State GRR form correctly. If the State does decide to withhold payments to the Sponsor for any reason, it must provide written notification and an explanation to the Sponsor within ten (10) days of the date of the invoice submitted.

c). The State has the right to suspend any current or future grants should the Sponsor neglect to make a grant reimbursement request after 180 days as stated on the **Projected Reimbursement Requests / State Cash Flow** section of the grant agreement under Exhibit C, Schedule 2.

d). An Airport may be awarded a pavement management agreement through the State's Airport Pavement Management System (APMS Program). Sponsors receiving APMS treatment will be responsible for 10% of the eligible construction cost. Outstanding balances after final costs reconciliation shall be paid to the State upon written notice. Any unpaid balance by the Sponsor can result in suspension of participation in the State's Airport Pavement Management System and State/Local Grants.

2) The Sponsor shall submit quarterly status reports during planning, shall submit quarterly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

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Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format

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useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

Title VI List of Pertinent Nondiscrimination Authorities

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation –Effectuation of Title VI of The Civil Rights Act of 1964);
- 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S. C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs of activities" to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin, discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 U.S.C 1681 et. Seq.).

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- 13) All parties shall comply with all applicable federal, state, county, cities, and local laws, rules, regulations, and assurances in addition to all applicable provisions of Title 14 (Aeronautics and Space Chapter 1 – Federal Aviation Administration, Department of Transportation) and Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

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EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance –

Grant Number E6MMO 01C

CITY OF KINGMAN

Kingman Airport

AIP: 3-04-0021-038-2025

industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

***Reconstruct Airfield Signage/Markings, Reconstruct Runway Lighting 03/21, Reconstruct
Runway Lighting 17/35, Reconstruct Taxiway Lighting A, C, D
(FAA AIP # 3-04-0021-038-2025)***

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$186,453	\$4,661	\$177,130	\$4,661
Construction	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0
Sponsor Administration**	\$0	\$0	\$0	\$0
Sponsor Force Account Work***	\$0	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0	\$0
Total Project Costs	\$186,453	\$4,661	\$177,130	\$4,661

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

The project plan will be attached to the end of the document and will be considered Page 22 of 22.

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CITY OF KINGMAN

Kingman Airport

AIP: 3-04-0021-038-2025

Schedule Two

Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (0) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$4661.00

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2023	\$0	\$0	\$0	\$0	\$0	\$0
2024	\$0	\$0	\$0	\$0	\$0	\$0
2025	\$0	\$0	\$0	\$0	\$0	\$0
2026	\$0	\$0	\$0	\$225	\$400	\$550
2027	\$386	\$0	\$0	\$0	\$0	\$0
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2023	\$0	\$0	\$0	\$0	\$0	\$0
2024	\$450	\$500	\$575	\$600	\$525	\$450
2025	\$0	\$0	\$0	\$0	\$0	\$0
2026	\$0	\$0	\$0	\$0	\$0	\$0
2027	\$0	\$0	\$0	\$0	\$0	\$0

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

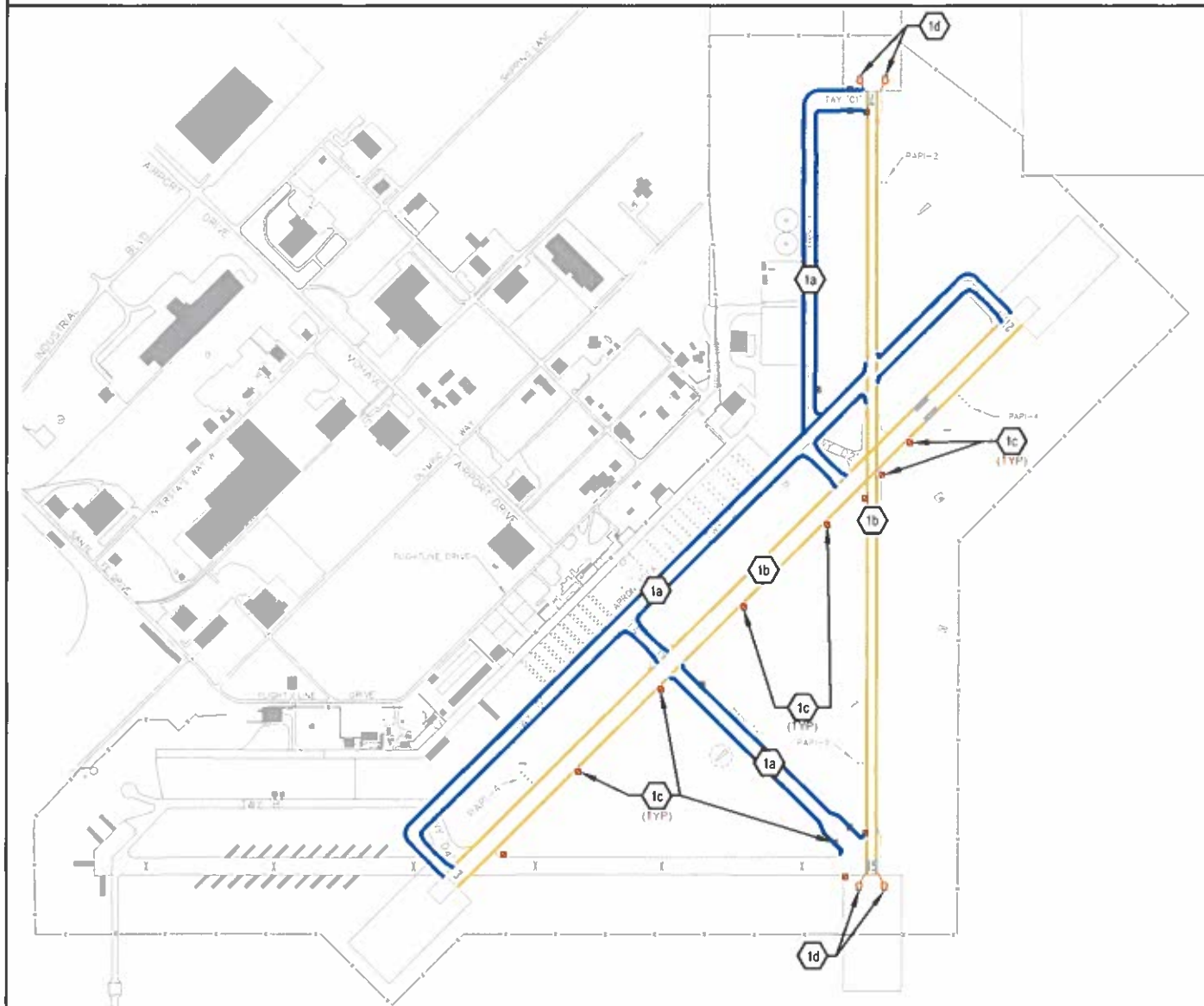
Design/Construction Milestone Schedule

Milestones	Duration	Start Date		Completion Date	
	# of Days	Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	-	-	-	-	-
Submit Contract for State Review/Approval	-	-	-	-	-
Award Consultant Contract	-	-	-	-	-
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	1	2/18/2026	-	2/18/2026	-
Conduct 30% Design Review/Approval	90	2/18/2026	-	5/18/2026	-
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	50	8/19/2026	-	10/7/2026	-
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	15	10/7/2026	-	10/21/2026	-
Issue Invitation for Bids	30	11/19/2026	-	12/18/2026	-
Submit Bid Tab for State Review/Approval	15	12/19/2026	-	1/2/2027	-
Award Construction Contract/Submit to the State	20	1/3/2027	-	1/22/2027	-
Construction Phase					
Pre-Construction Meeting	-	-	-	-	-
Issue NTP – Begin Construction	-	-	-	-	-
Final Inspection	-	-	-	-	-
Submit As-Builts & Final Documentation	-	-	-	-	-
Submit Final Reimbursement Request and Sponsor Closeout Letter	-	-	-	-	-

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.

KINGMAN AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM



LEGEND

- | | | | |
|--|--|---------------------------------------|--|
| ■ 1a | DESIGN REPLACE TAXIWAY LIGHTING
(TAXIWAYS D, A AND C) | ■ 1c | DESIGN REPLACE AIRFIELD GUIDANCE SIGNS
(RUNWAYS AND TAXIWAYS) |
| ■ 1b | DESIGN REPLACE RUNWAY LIGHTING
(RUNWAYS 3-21 & 17-35) | ● 1d | DESIGN AIRFIELD NAVAIDS
(INSTALL REILS ON RUNWAY 17-35) |



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific
Region
Arizona

Phoenix Airports
District Office:
3800 N Central Ave,
Ste 1025
Phoenix, AZ 85012-
2136

September 2, 2025

Tim Walsh
City Manager
4170 Hualapai Mtn. Rd
Kingman, AZ 86401

Dear Mr. Walsh:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-04-0021-038-2025 at Kingman Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. messar mustafa, (480) 526-6024, Messar.A.Mustafa@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Kyler Erhard (09/02/2025 10:42:29 PDT)

Kyler Erhard
 Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date September 2, 2025

Airport/Planning Area Kingman Airport

Airport Infrastructure Grant
Number 3-04-0021-038-2025

Unique Entity Identifier DM48NAGZ9ZY6

TO: City of Kingman

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 06, 2025, for a grant of Federal funds for a project at or associated with the Kingman Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Kingman Airport (herein called the "Project") consisting of the following:

Reconstruct Airfield Signage/Markings, Reconstruct Runway Lighting 03/21, Reconstruct Runway Lighting 17/35, Reconstruct Taxiway Lighting A, C, D

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$177,130.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$177,130 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 17, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. "Private entity" means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated April 30, 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in

consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;

- (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - (3) any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Kyler Erhard (09/02/2025 10:42:29 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Acting Manger

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 17, 2025

City of Kingman

(Name of Sponsor)

Timothy M. Walsh Jr.

Timothy M. Walsh Jr. (09/17/2025 10:23:47 PDT)

(Signature of Sponsor's Authorized Official)

By: Timothy M. Walsh Jr.

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Carl Cooper, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 17, 2025

Carl Cooper
By: Carl Cooper (09/17/2025 10:32:48 PDT)
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Kingman)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of August 06, 2025.

34. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Gerry Delgado

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Enterprise Agreement with ESRI for GIS Products and Services

SUMMARY:

The City of Kingman utilizes Geographic Information System (GIS) technology for many operational and technical work within the organization. As the use of GIS technology increases within the organization, it becomes necessary to look at alternative licensing options for the software. City staff has been working with Environmental Systems Research Institute (ESRI) to utilize their Small Municipal and County Government Enterprise Agreement to continue growing the GIS system. This three-year ESRI Enterprise Agreement will provide citywide access to ESRI's GIS platform, tools, and licensing under a single, consolidated contract. This agreement replaces the expiring Enterprise Agreement approved by City Council Council on March 7, 2023. This agreement also affords City staff to standardize GIS capabilities across departments, improving collaboration, data sharing, and operational efficiency.

The annual agreement cost of \$45,618.20 for fiscal year 2026 is included in the Information Technology Fund approved budget.

FISCAL IMPACT:

The total three year fiscal impact of this Enterprise Agreement is \$136,854.60 and will impact the Information Technology Fund.

STAFF RECOMMENDATION:

City staff recommends approval.

SUGGESTED MOTION:

Move to approve.

ATTACHMENTS:

2026-01 ESRI EA Q-551021.pdf
2025-08 ESRI ma-full.pdf
SS Ltr for City of Kingman (SGEA) 1-15-26.pdf



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-551021

Date: January 13, 2026

Customer # 215964 Contract #

City of Kingman
Information Technology Dept
310 N 4th St
Kingman, AZ 86401-5817

ATTENTION: Gerry Delgado
PHONE: 928-753-8709
EMAIL: gdelgado@cityofkingman.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/13/2026 To: 4/13/2026

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	\$42,200.00	\$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$126,600.00

Sales Tax: \$10,254.60

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$136,854.60

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Kahlil Flowers

Email:

kflowers@esri.com

Phone:

(909) 793-2853 x7464

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-551021

Date: January 13, 2026

Customer # 215964 Contract #

City of Kingman
Information Technology Dept
310 N 4th St
Kingman, AZ 86401-5817

ATTENTION: Gerry Delgado
PHONE: 928-753-8709
EMAIL: gdelgado@cityofkingman.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/13/2026 To: 4/13/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Kahlil Flowers

Email:

kflowers@esri.com

Phone:

(909) 793-2853 x7464

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FLOWERSK

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Revised August 1, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement (“**Agreement**”) is between you (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved.”

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer’s benefit and (ii) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Anonymous Users”** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer’s Value-Added Applications.
- b. **“App Login Credential(s)”** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **“Commercial App Deployment License”** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **“Concurrent Use License”** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **“Deployment License”** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer’s end users.
- f. **“Deployment Server License”** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **“Development Server License”** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **“Development Use”** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **“Failover License”** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **“Named User(s)”** is Customer’s employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer’s exclusive benefit. For educational use, Named Users may include registered students.
- k. **“Named User Credential(s)”** means an individual person’s login and associated password enabling that person to access and use Products.
- l. **“Named User License”** means the right for a single Named User to use a specific Esri Offering.
- m. **“Online Services Subscription”** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **“Redistribution License”** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **“Server License”** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **“Sharing Tools”** means publishing capabilities included with Customer’s authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **“Single Use License”** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user’s exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

- r. **“Staging Server License”** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation or Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer’s licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer’s total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days’ notice of material changes and 90 days’ notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer’s operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer’s use of Sharing Tools is at Customer’s sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
 - 1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
7. Customer is responsible for ensuring that the access or use of Esri Offerings within its Value-Added Applications complies with the legal and regulatory requirements in all jurisdictions in which the Value-Added Applications are made available.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions.

The following definitions supplement the definitions provided in [Attachment A](#):

- a. **“Business Listing Data”** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **“Esri Content Package(s)”** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **“Street Data”** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer’s public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer’s business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.
- h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks ("AI/ML Systems") that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor's own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

- a. **"Professional Service Package(s)"** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject

to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders.**
 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the

government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.

- b. **“Esri Academy LMS Integration Subscription”** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer’s Learning Management System.
- c. **“Esri E-Learning Content (SCORM Format) License”** means an optional term-limited license that provides Esri customers with Esri’s e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **“Esri Mobile Lab”** means a service in which Esri will deliver and set up a training environment at the Customer’s site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **“Esri Training Event(s)”** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **“Esri Training Representative”** means Customer’s primary Esri liaison in organizing private Esri Training Events.
- g. **“Student(s)”** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **“Training Pass”** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **“Learning Management System”** or **“LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer’s internal employees.

7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri’s Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Online Services and Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 - 1. Disclosed in source code form to third parties;
 - 2. Licensed to third parties for the purpose of making derivative works; or
 - 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost. Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities

at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer’s unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer’s own risk.

B.3.5 Exclusive Remedy. Customer’s exclusive remedy and Esri’s entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri’s election, terminate Customer’s right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri’s limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
- (b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer’s infringement, misuse, or misappropriation of Esri’s or Esri’s licensors’ intellectual property rights, either party’s indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer’s jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer’s warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Claim”** means any claim, action, or demand by a third party.
- b. **“Indemnitees”** means Customer and its directors, officers, and employees.
- c. **“Infringement Claim(s)”** means any Claim alleging that Customer’s use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **“Loss(es)”** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys’ fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer’s right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a

5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US

Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri publishes its privacy notices at [Esri's Privacy Statement](#) and [Products and Services Privacy Supplement](#) and will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Esri Offerings and Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Esri Offerings and Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be

English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("**Esri**"), and _____ ("**Customer**"),

("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, and email address]*
Esri Contract Specialist: *[insert name, telephone, and email address]*
Customer Project Manager: *[insert name, telephone, and email address]*
Customer Contract Contact: *[insert name, telephone, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: January 15, 2026

TO: City of Kingman

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri® software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.



Jackie Ricks



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Robert Petrillo

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Engineering Services for Construction
Management for Flying Fortress / Airway Avenue Phase II
ENG25-0079

SUMMARY:

Bighorn Management Group (Bighorn) has submitted a proposal for a total of \$298,650.00 to provide comprehensive management & inspection services for the Flying Fortress Parkway – Airway Avenue Phase II. This corridor represents a critical infrastructure investment for the City of Kingman, directly supporting regional connectivity, economic development, and safe transportation access to the Kingman Airport and surrounding industrial areas.

There is sufficient budget capacity within the FY26 Adopted Budget and 5-Year Capital Improvement Plan to cover this cost.

FISCAL IMPACT:

The proposed agreement total of \$298,650.00 will be funded through the I-11 E. Kingman Connection Project Fund.

STAFF RECOMMENDATION:

Staff recommends approval of this agreement to Bighorn Management Group for the sum of \$298,650.00 for the Flying Fortress / Airway Avenue Phase II.

SUGGESTED MOTION:

Move to approve the Engineering Services for Construction Management contract agreement with Bighorn Management Group

ATTACHMENTS:

[250079 Contract Agreement - To Be Signed.pdf](#)
[Exhibit A - Bighorn Proposal.pdf](#)

**AGREEMENT FOR
ENGINEERING SERVICES FOR
CONSTRUCTION MANAGEMENT
FLYING FORTRESS PARKWAY / AIRWAY AVENUE PAVING
ENG25-0079**

THIS AGREEMENT is made and entered into this 17th day of February, 2026, by and between the City of Kingman, an Arizona municipal corporation, hereinafter called "CITY" and Bighorn Management Group hereinafter called "CONSTRUCTION MANAGER".

WITNESSETH

WHEREAS, the CITY wishes to obtain engineering services for construction management of the Flying Fortress Parkway / Airway Avenue paving project; and

WHEREAS, CONSTRUCTION MANAGER submitted a Detailed Scope of Services dated January 23, 2026, attached hereto and made a part hereof as Exhibit A, offering to perform construction management services for the Flying Fortress Parkway / Airway Avenue paving project; and

WHEREAS, CONSTRUCTION MANAGER has agreed to complete the work for a fee not to exceed \$298,650.00 as detailed in Exhibit A; and

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

NOW THEREFORE, it is mutually agreed as follows:

I. CONSTRUCTION MANAGER'S DUTIES

- A. CONSTRUCTION MANAGER shall provide all labor, materials, equipment and complete all tasks necessary for Flying Fortress Parkway / Airway Avenue project construction management as outlined in Exhibit A.
- B. CONSTRUCTION MANAGER shall provide electronic and, as applicable, hard copies of all reports, models, plans, drawings and other materials prepared under this Agreement.

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 CONSTRUCTION MANAGER with copies of project contract construction documents, including plans, reports, drawings or other information of record applicable to this project.

- B. The CITY shall pay CONSTRUCTION MANAGER for the work performed on a monthly basis, upon receipt of a progress report that coincides with the hours completed for a given phase of work during the preceding month. The final payment will be paid after the project is complete and the work is accepted by the City.

III. GENERAL COVENANTS

It is further agreed by the CITY and CONSTRUCTION MANAGER as follows:

- A. **TERMINATION OF CONTRACT FOR CAUSE.** If through any cause, and after reasonable opportunity to commence a remedy, CONSTRUCTION MANAGER shall fail to fulfill in a timely and proper manner the obligations under the Agreement, or if CONSTRUCTION MANAGER shall violate 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 CONSTRUCTION MANAGER of such termination and specifying the effective date thereof, at least five 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 CONSTRUCTION MANAGER under this Agreement shall at the option of the CITY, become its property and CONSTRUCTION MANAGER shall be entitled to receive compensation for any work satisfactorily completed on the date of termination.

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

- B. **CHANGES.** The CITY may, from time to time, request changes in the scope of the services of CONSTRUCTION MANAGER to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSTRUCTION MANAGER compensation, which are mutually agreed upon by and between the CITY and CONSTRUCTION MANAGER, shall be incorporated in written amendments to this Agreement.
- C. **PERSONNEL.** CONSTRUCTION MANAGER represents that he has or will secure at his expense, all personnel required in performing 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).** CONSTRUCTION MANAGER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement to assure proper accounting for all project funds. A monthly summary of these records will be maintained by CONSTRUCTION MANAGER at the completion of the Agreement for

retention for five years. Said records shall be made available for Inspection at CONSTRUCTION MANAGER's offices during normal business hours, upon request, to 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 CONSTRUCTION MANAGER 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:

- 1) becomes generally available to the public other than as a result of disclosure by CONSTRUCTION MANAGER or its agents or employees;
- 2) was available to CONSTRUCTION MANAGER on a non-confidential basis prior to its disclosure by City;
- 3) becomes available to CONSTRUCTION MANAGER from a third party who is not, to the knowledge of CONSTRUCTION MANAGER, bound to retain such information in confidence.

In the event CONSTRUCTION MANAGER is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER.
- H. **DELAYS.** CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER. 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 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, CONSTRUCTION MANAGER shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in

effect at the time CONSTRUCTION MANAGER's services are rendered. CONSTRUCTION MANAGER does not expressly or impliedly warrant or guarantee its services.

- K. **RELIANCE UPON INFORMATION PROVIDED BY OTHERS.** If CONSTRUCTION MANAGER's performance of services hereunder requires CONSTRUCTION MANAGER to rely on information provided by other parties (excepting CONSTRUCTION MANAGER's subcontractors) CONSTRUCTION MANAGER shall not independently verify the validity, completeness, or accuracy of such information unless expressly engaged to do so by 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 CONSTRUCTION MANAGER shall complete the work per the schedule outlined in Exhibit A.
- N. **INDEMNIFICATION.** To the fullest extent permitted by law, the CONSTRUCTION MANAGER shall 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 the CONSTRUCTION MANAGER's negligent acts, errors, mistakes or omissions relating to professional work or services in the performance of this Contract. CONSTRUCTION MANAGER's duty to 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 Contract, including any person for whose acts, errors, mistakes or omissions the CONSTRUCTION MANAGER may be held legally responsible and liable for under the law.
- O. **INSURANCE REQUIREMENTS.** The CONSTRUCTION MANAGER retained by the City to provide the work or service required by this contract will maintain Professional Liability insurance covering CONSTRUCTION MANAGER's negligent acts, errors, mistakes and omissions arising out of the work or services performed by the CONSTRUCTION MANAGER, or any person employed by the CONSTRUCTION MANAGER, with a limit of not less than \$1,000,000 each claim. Proof of such insurance shall be provided to the CITY.

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.** The CONSTRUCTION MANAGER 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 Consultant 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, CONSTRUCTION MANAGER hereby warrants to the City that the CONSTRUCTION MANAGER and each of its subconsultants (“Subconsultants”) 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 “Consultant Immigration Warranty”).

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONSTRUCTION MANAGER to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Consultant or Subconsultant’s employee who works on this Contract to ensure that the Consultant or Subconsultant is complying with the Consultant Immigration Warranty. The City may, at its sole discretion, conduct random verification of the employment records of the CONSTRUCTION MANAGER and any Subconsultants to ensure compliance with the Consultant’s Immigration Warranty. CONSTRUCTION MANAGER agrees to assist the City in regard to any such inspections. The CONSTRUCTION MANAGER and its Subconsultants warrant to keep the papers and records open for random inspection during normal business hours by the City. The CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER nor any Subconsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the CONSTRUCTION MANAGER or Subconsultant 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.

ENGINEER hereby certifies that is it not currently engaged in, and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

BIGHORN MANAGEMENT GROUP

JED WHEELER, CCM
MANAGING PRINCIPAL

State of Nevada)
)ss.
County of _____)

Subscribed and Sworn to
Before Me This _____ day of
_____, 20____.

Notary Public

My Commission Expires:_____

.....
CITY OF KINGMAN, ARIZONA

TIM WALSH, JR., CITY MANAGER

Attest:

ANNIE MEREDITH, CITY CLERK



January 23, 2026

Robert Petrillo, PE

City Engineer
City of Kingman
220 N. 4th Street
Kingman, AZ 86401

Subject: Flying Fortress Parkway – Airway Avenue CM & Inspection Services

Dear Mr. Petrillo:

Bighorn Management Group (Bighorn) is pleased to submit this proposal to provide comprehensive CM management & inspection services for the City of Kingman. The Flying Fortress Parkway – Airway Avenue corridor represents a critical infrastructure investment for the City of Kingman, directly supporting regional connectivity, economic development, and safe transportation access to the Kingman Airport and surrounding industrial areas. This project will deliver:

- Enhanced roadway capacity and safety for increasing traffic volumes
- Improved stormwater management through engineered drainage infrastructure
- Quality long-term asphalt/concrete pavement performance
- Erosion control and environmental protection measures
- Infrastructure that supports future commercial and industrial growth in the Airway Avenue corridor

Given the project's complexity—including substantial earthwork operations, storm drain installation, gabion basket construction, and multi-phase paving—the City of Kingman requires experienced, dedicated construction management and inspection services to ensure quality, compliance with plans and specifications, adherence to schedule, and protection of public investment.

We appreciate this opportunity to work with the City of Kingman and look forward to hearing back from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jed Wheeler", is placed above the printed name.

Jed Wheeler
Managing Principal
Bighorn Management Group, LLC

SCOPE OF WORK

Bighorn will provide comprehensive Construction Management and Inspection Services for the Flying Fortress Parkway – Airway Avenue project in accordance with City of Kingman standards, project plans, specifications, and industry best practices. Our scope encompasses pre-construction planning, full-time field inspection, and construction closeout services.

PHASE 1: PRE-CONSTRUCTION SERVICES (March 2026)

The Construction Manager will provide part-time pre-construction services to ensure project readiness and establish quality control protocols prior to construction mobilization.

- Review and analyze project plans, specifications, and contract documents
- Attend pre-construction conference with City staff, contractor, and design team
- Develop project-specific inspection and testing plans
- Aid the City to establish a SharePoint document control system and folder structure
- Review contractor's schedule, means and methods, and quality control plan
- Coordinate utility clearances and notifications
- Review all contractor submittals
- Establish inspection checklists and daily report templates
- Coordinate baseline survey and project benchmarks
- Conduct site visit and document pre-construction conditions

PHASE 2: CONSTRUCTION PHASE SERVICES (April – August 2026)

Bighorn will provide continuous construction oversight through a part-time Construction Manager (25 hours/week) and full-time Construction Inspector (40 hours/week, 5 days/week or 4 days/week) throughout the 5-month construction duration.

Construction Manager Responsibilities:

- Serve as primary liaison between City of Kingman, contractor, and design team
- Attend and facilitate weekly progress meetings
- Review and approve contractor payment applications
- Monitor project schedule and identify potential delays or impacts
- Review and process contractor RFIs, submittals, and change order requests
- Coordinate materials testing with approved laboratories
- Review and approve contractor's traffic control and erosion control plans
- Verify compliance with environmental and safety regulations
- Maintain project correspondence and documentation in SharePoint

- Provide monthly progress reports to City Engineering Department
- Coordinate utility conflicts and design clarifications
- Review and verify contractor's quantity calculations for payment
- Monitor project budget and track potential cost impacts
- Resolve constructability issues and field conditions

Construction Inspector Responsibilities:

- Conduct daily on-site inspection (5 or 4 days/week) of all construction activities
- Verify contractor compliance with approved plans, specifications, and standards
- Document daily work activities, workforce, equipment, and weather conditions
- Prepare and submit daily inspection reports via SharePoint
- Witness and document materials testing (soils, aggregate, concrete, asphalt)
- Monitor and document earthwork operations, compaction, and grading
- Inspect storm drain installation, pipe bedding, and structure construction
- Verify gabion basket fabrication, rock fill quality, and proper installation
- Inspect aggregate base placement, compaction, and grade verification
- Monitor asphalt paving operations, temperatures, and density testing
- Verify traffic control compliance and work zone safety
- Document erosion control installation and maintenance
- Maintain photographic record of construction progress and conditions
- Track and report non-conforming work and required corrections
- Verify measurement and quantities for payment items
- Coordinate with utilities and other agencies as needed

Detailed Technical Inspection Coverage:

Based on the project plans and specifications, Bighorn's inspection services will provide specialized oversight for the following major work elements:

Earthwork & Grading:

- Mass excavation and embankment construction
- Subgrade preparation and proof-rolling
- Moisture-density testing and compaction verification
- Grade verification and cross-section checks
- Cut/fill quantity documentation

Storm Drainage Infrastructure:

- Trench excavation, shoring, and safety compliance
- Pipe bedding material placement and compaction
- Storm drain pipe installation and alignment
- Manhole and inlet structure construction
- Joint sealing and pressure testing
- Backfill placement and compaction around structures

Gabion Basket Systems:

- Gabion basket fabrication and mesh specifications
- Foundation preparation and leveling
- Rock quality verification (size, durability, soundness)
- Basket filling procedures and densities
- Wire lacing and connection details
- Continuous wrap and frame wire installation per Detail DJ

Roadway Base Course:

- Aggregate base material quality verification
- Lift thickness and compaction control
- Moisture content and density testing
- Grade and cross-slope verification
- Surface preparation for paving

Asphalt/Concrete Paving:

- Mix design verification and plant certifications
- Paving temperature monitoring
- Lift thickness measurements
- Compaction and density testing
- Surface smoothness and grade verification
- Joint construction and longitudinal seams

Erosion Control & Restoration:

- Silt fence and erosion control installation
- SWPPP compliance monitoring
- Temporary stabilization measures
- Final grading and restoration / Seeding and landscaping verification

PHASE 3: PROJECT CLOSEOUT SERVICES

- Conduct final inspection walkthrough with City and contractor
- Prepare project punchlist and track completion of items
- Verify submission of required warranties, certifications, and O&M manuals
- Review and verify as-built documentation
- Compile final project record documents in SharePoint
- Prepare final construction summary report
- Document final quantities and reconcile contract payment
- Obtain final materials test results and certifications
- Coordinate final survey and project acceptance
- Archive complete project records for City retention

PROJECT DELIVERABLES

Daily Inspection Reports: Daily reports submitted within 24 hours via SharePoint, documenting work activities, workforce, equipment, materials, testing, weather, and non-compliance issues

Weekly Progress Meetings: Facilitated meetings with meeting minutes distributed within 48 hours

Monthly Progress Reports: Comprehensive reports including schedule status, budget tracking, materials testing summary, photos, and outstanding issues

Payment Application Review: Detailed review and recommendation for contractor payment applications

RFI & Submittal Log: Maintained tracking system for all requests for information and contractor submittals

Materials Testing Coordination: Scheduling, witnessing, and tracking of all required materials testing

Photographic Documentation: Comprehensive photo log organized by date and project element

Non-Conformance Reports: Documentation of deficient work and tracking of corrective actions

Change Order Documentation: Review and documentation support for contract modifications

As-Built Markup Coordination: Red-line markups coordinated with contractor and design team

Final Project Record: Complete organized project file including all correspondence, reports, testing, photos, and closeout documents



THE BIGHORN ADVANTAGE

Bighorn delivers construction management and inspection services that exceed traditional industry standards. Our technology-forward approach provides the City of Kingman with enhanced visibility, accuracy, and accountability throughout the project lifecycle.

Daily Reporting: Bighorn utilizes advanced technology to enhance daily inspection reports, providing consistent formatting, comprehensive detail capture, and rapid turnaround. Our reports are submitted within 24 hours and provide clear, actionable documentation that exceeds industry norms for clarity and completeness.

Digital Document Control System: All project documentation is maintained in a structured SharePoint environment, providing the City with real-time access to inspection reports, test results, photos, correspondence, and project records. This cloud-based system ensures transparency, traceability, and permanent record retention.

Certified Construction Management: Jed Wheeler, CCM, brings certified expertise in construction management, ensuring professional-level oversight, risk management, and adherence to industry best practices throughout the project.

Proactive Communication: Our team maintains constant communication with City staff, providing immediate notification of issues, weekly progress updates, and monthly comprehensive reporting. Problems are identified early and resolved quickly.

Field-Ready Inspection Team: Our inspectors are trained in modern construction methods, equipped with digital tools, and experienced in public works standards. They understand the importance of accurate documentation and contractor accountability.

Continuous Quality Focus: Bighorn's inspection methodology emphasizes prevention over correction. We catch issues early, verify compliance at every stage, and ensure the City receives infrastructure built to last.

Scalable Service Model: Our part-time CM / full-time Inspector model provides the City with optimal coverage—executive-level oversight combined with continuous field presence—delivering maximum value within budget constraints.

Regional Experience: Experience in projects throughout the region, Bighorn understands the unique challenges of desert construction, public works standards, and agency expectations. We're positioned to respond quickly and maintain consistent on-site presence.

FEE PROPOSAL

Bighorn proposes to provide comprehensive Construction Management and Inspection Services for the Flying Fortress Parkway – Airway Avenue project for a total lump sum fee of:

TOTAL 6 MONTH PROJECT FEE: \$298,650.00

WEEKLY RATE FEE: \$13,235.00

Fee Structure & Project Duration:

This lump sum fee encompasses all labor, management, reporting, documentation, and deliverables for the complete 6-month project duration. A weekly rate has been provided should the project exceed the 150 calendar days noted in the contract documents.

Phase	Duration	Services Included
Pre-Construction	March 2026 (1 month)	Part-time Construction Manager • Plan review and analysis • Pre-construction conference • SharePoint setup • Submittal review • Schedule review
Construction	April – August 2026 (5 months)	Part-time Construction Manager (25 hrs/week) Full-Time Inspector (40 hrs/week, 5 or 4 days/week) • Concrete inspector for PCCP construction (4-weeks) • Daily on-site inspection • Weekly progress meetings • Payment application review • Complete documentation • Materials testing coordination
Closeout	Included in Construction Phase	Final inspection and punchlist • As-built coordination • Record document compilation • Final reporting

Fee Assumptions:

- Project duration of 6 months (1 month pre-construction + 5 months construction)
- Construction start date of April 2026
- City to complete all survey required for project
- Standard workweek: Monday – Friday, no weekend or overtime coverage required. Monday – Thursday workweek is acceptable as well with 4-10 hour shifts
- Contractor responsible for all materials testing costs and quality control inspection
- No significant project delays or suspensions extending beyond approximately mid-August 2026
- Scope consistent with project plans ENG25-0079_FFP-Airway_Sealed_Plans_1-6-26

COMMITMENT TO EXCELLENCE

The Flying Fortress Parkway – Airway Avenue project represents a significant infrastructure investment for the City of Kingman, and Bighorn is committed to ensuring its successful delivery. Our team will provide the expertise, diligence, and technology-enhanced oversight necessary to protect the City's investment and ensure this critical roadway corridor is constructed to the highest standards of quality and performance.

We understand the importance of this project to Kingman's continued growth and economic development. Our construction management and inspection services will provide the City with confidence that every element—from earthwork to final paving—meets or exceeds specifications, is properly documented, and delivers long-term value to the community.

Bighorn looks forward to partnering with the City of Kingman Engineering Department on this important infrastructure project. We are prepared to mobilize immediately upon authorization and deliver the professional, technology-forward construction oversight that Kingman deserves.

Respectfully submitted,



Jed Wheeler, CCM
Managing Principal
Bighorn Management Group

Contact Information:



**BIGHORN
MANAGEMENT
GROUP**

Email: jed.wheeler@thebighorngroup.com
Phone: 702-208-0787



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Tim Walsh

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval to Cancel Upcoming Council Meetings

SUMMARY:

City Administration requests that the following meetings be cancelled: July 21, 2026- Primary Election Day, and August 18, 2026- League of Arizona Cities and Towns Annual Conference.

STAFF RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

Move to approve.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Mike Garmon

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Ordinance No. 1991- Repealing Ordinance No. 1041 and Re-establishing 300 Feet as the Definition of Sewer Availability

SUMMARY:

Section 4.2(G) of the Utility Regulations requires all newly developed properties in the City to connect to the public sewer system when sewer is available. The regulations define available as a public sewer that is located within five hundred (500) feet of a property line of the lot or parcel being developed. The threshold was raised from 300 feet to 500 feet by Ordinance Number 1041 in 1995. Council has expressed some interest in the past in reducing the threshold as a way of lowering the number of exceptions granted for sewer connections

This item was brought to MUC in November of 2024 and the discussion was tabled at that time, pending a report concerning the rate of paybacks, policies of other communities and the use of City funds to extend the City sewer system. The report was delivered to MUC in January of 2025. The report indicated that the rate of paybacks was round 15% and that the City had limited funds to use for sewer extensions. Additionally, it was discussed that the connection thresholds for Phoenix, Lake Havasu and Bullhead are in the range of 250 to 300 feet. However, Lake Havasu, Bullhead and Flagstaff do not allow customers to keep their existing septic systems if the public sewer is extended across their property. It was emphasized that one reason that the payback rate is so low is because customers in Kingman are allowed to keep their existing septic systems until they fail, which could be as long as forty years. It was also pointed out that failing septic systems are a public health hazard and that the City has no way of monitoring this.

At the June 2025 MUC meeting, the Commission asked that the lowering of the connection threshold be brought back for discussion. The item was brought back to MUC in January of 2026, where MUC recommended reducing the threshold to 300 feet.

FISCAL IMPACT:

Fewer future connections to the City sewer system will reduce future sewer revenues.

STAFF RECOMMENDATION:

Council Discretion

SUGGESTED MOTION:

Council discretion.

ATTACHMENTS:

[Draft ORD1991 MG.pdf](#)

ORDINANCE NO. 1991

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF KINGMAN ARIZONA, REPEALING ORDINANCE NO. 1041 TO RE-ESTABLISH 300 FEET AS THE DEFINITION OF SEWER AVAILABILITY

WHEREAS, the Mayor and Common Council has determined it is the best interest of the City of Kingman to repeal Ordinance No. 1041 to re-establish 300 feet as the definition of sewer availability ;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Kingman, Arizona, the City of Kingman Utility Regulations is changed by adding text with bold capital and removing text by strike out as follows:

SECTION 1: Article I, Section B.2.

Available: shall mean a public sewer which **IN SINGLE FAMILY RESIDENTIAL ZONES** is located within **THREE HUNDRED (300) FEET OF THE PROPERTY LINE OF A LOT OR PARCEL OF LAND BEING IMPROVED OR DEVELOPED, AND OTHER ZONES, IF** within five hundred (500) feet of a property line of the lot or parcel being improved or developed. The public sewer must be at an elevation that permits extension at the allowable slope and cover, and connection by gravity service from the lot or parcel.

Section II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section III. Recitals.

The recitals above are fully incorporated in this Ordinance by reference.

Section IV. Preservation of Rights and Duties.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

Section V. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section VI Penalties.

Penalties for a violation of this Chapter shall be in accordance with Section 1-8 of the Code of Ordinances for the City of Kingman.

PASSED AND ADOPTED by the Common Council of the City of Kingman, Arizona, this ____ day of _____, 2025.

Ken Watkins, Mayor

ATTEST:

Annie Meredith, City Clerk

APPROVED AS TO FORM:

Carl Cooper, City Attorney



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Mike Garmon

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Consideration of Request for Exception to Sewer Connection
APN 305-18-560C

SUMMARY:

Staff has received a request for a sewer variance from Steve Smith and Eve Garlyn for two parcels located on Beverly Avenue, west of 5th Street (305-18-560C).

Section 4.2(G) of the Utility Regulations requires the property to connect to the public sewer system when sewer is available. The regulations define available as a public sewer that is located within five hundred (500) feet of a property line of the lot or parcel being developed.

Additionally, the sewer main is required to be extended across the total frontage of the property to be served. There is an existing 8" public sewer main approximately 390 feet away at the intersection of Beverly and 5th that can be extended to serve these parcels. All of the adjacent parcels on Beverly are on septic systems. City utility regulations would require connection of these parcels to the City sewer if/when those septic systems fail. The applicant could request a payback agreement with the city and receive a pro-rated reimbursement from the adjacent owners if they connect a service line to the sewer main. The payback agreement has a duration of 20 years.

Staff recommends that the sewer extension be made in accordance with the Utility Regulations to the extent where it is feasible to serve the lots by gravity.

FISCAL IMPACT:

There is no fiscal impact at this time. If the extension was required, there would be a positive fiscal impact to the Wastewater Expansion Fund of up to \$40,720 in one-time revenues and to the Wastewater Operating Fund of up to \$7,000 in annual recurring revenues.

STAFF RECOMMENDATION:

Deny the request for exception.

SUGGESTED MOTION:

Move to deny the request for exception.

ATTACHMENTS:



EXISTING MH
& STUB

LENGTH OF EXTENSION = 470 FT

BEVERLY AVE DISTANCE TO SEWER = 390 FT

EXISTING 6" WL

EXHIBIT 1.
1 IN = 50 FT



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Sarah Hall

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Approval of Request to Waive Recycling Center Fees in
Conjunction with The Center's Grand Opening and Ribbon
Cutting April 9-11

SUMMARY:

Staff is requesting Council approval to temporarily waive Recycling Center fees for three days, April 9-11, to maximize public awareness and visitation. Residents attending during the promotional period will have the opportunity to tour the facility, receive information about accepted materials, and view demonstrations of the new recycling baler system. Pairing the fee waiver with the grand opening supports outreach efforts and encourages long-term use of the Recycling Center.

To support the ribbon cutting and grand opening, staff will implement a coordinated outreach campaign that includes a postcard mailer to all residents, social media ads, and additional promotional materials. Printing and mailing deadlines established April 9–11 as the earliest feasible timeframe to provide adequate notice to the community and maximize participation.

FISCAL IMPACT:

The temporary fee waiver will result in a minor, short-term reduction in fee revenue to the Solid Waste Fund.

STAFF RECOMMENDATION:

Approve a temporary waiver of Recycling Center fees from April 9 through April 11 in conjunction with the Recycling Center's grand opening and ribbon cutting event scheduled for April 9 at 10:00 a.m.

SUGGESTED MOTION:

Approve a temporary waiver of Recycling Center fees from April 9 through April 11 in conjunction with the Recycling Center's grand opening and ribbon cutting event scheduled for April 9 at 10:00 a.m.

ATTACHMENTS:

KINGMAN'S NEW RECYCLING CENTER IS OPEN!

Join us for the grand
opening and ribbon
cutting!

April 9 at 10am

3700 E. Andy Devine Ave.



Scan the QR Code for more
Information



**FREE
RECYCLING
AVAILABLE
APRIL 9-11.**



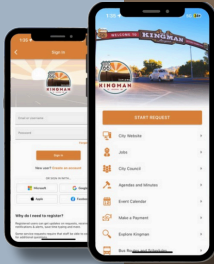
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CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Tina Moline

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Transaction Privilege Tax (TPT) Discussion

SUMMARY:

In FY2024, the City Council adopted a 7-year funding program for street repairs, maintenance and improvements. This program is funded with General Fund cash reserves, but the reserves will be expended in FY2030. A recurring source of revenue will be necessary to continue the program. Additionally, the Flying Fortress Parkway Traffic Interchange project and connector roads from Louise Ave. to Airway Ave. are expected to be fully constructed in August 2026. There is currently no construction timeline for the connector road from Airway Ave. to Industrial Blvd., and there is no city funding set aside to complete this project. An estimated cost for this portion of the connection is \$22M.

Staff will present to Council information on Transaction Privilege Tax (TPT) rates and options, fund balances and community comparison data.

FISCAL IMPACT:

None at this time.

ATTACHMENTS:

[AZ City and Town Data
Tax Discussion.pdf](#)

Arizona City and Town Data

			2024					Primary	Secondary	County									
Name	CITY/ TOWN	INCORPORATED	CENSUS ESTIMATES	COUNTY	Police	Fire	Property Tax	Property Tax Rate	Property Tax Rate	Retail Tax Rate	Retail Tax Rate	Room Tax Rate	Rest & Bar Tax Rate	Food Tax Rate	Big Ticket Option?	Big Ticket Option Rate	Single Item Portion Over \$	Single Item Over \$	
APACHE JUNCTION	CITY	1978	41,153	MARICOPA	yes	private	None	0	0	6.30%	2.40%	4.80%	2.40%	2.40%	Y	1.40%	2,000.00		
APACHE JUNCTION	CITY	1978	41,153	PINAL	yes	private	None	0	0	6.70%	2.40%	4.80%	2.40%	2.40%	Y	1.40%	2,000.00		
AVONDALE	CITY	1946	96,609	MARICOPA	yes	yes	Primary & Secondary	0.6095	0.8497	6.30%	2.50%	4.50%	2.50%	2.50%	Y	1.50%		5,000.00	
BENSON	CITY	1924	5,337	COCHISE	yes	yes	Primary	0.8595	0	6.10%	3.50%	5.50%	3.50%	3.50%	Y	1.00%		5,000.00	
BISBEE	CITY	1902	4,994	COCHISE	yes	yes	Primary	3.0061	0	6.10%	3.50%	8.50%	3.50%	3.50%	N				
BUCKEYE	CITY	1929	108,909	MARICOPA	yes	yes	Primary	1.6004	0	6.30%	3.00%	6.00%	3.00%	3.00%	Y	1.10%		5,000.00	
BULLHEAD CITY	CITY	1984	43,302	MOHAVE	yes	no	None	0	0	5.60%	2.00%	5.00%	2.00%	0.00%	N				
CAMP VERDE	TOWN	1986	12,608	YAVAPAI	yes	private	None	0	0	6.35%	3.65%	6.65%	3.65%	0.00%	Y	1.00%	5,000.00		
CAREFREE	TOWN	1984	3,642	MARICOPA	contract	contract	None	0	0	6.30%	3.00%	6.00%	3.00%	2.00%	N				
CASA GRANDE	CITY	1915	68,927	PINAL	yes	yes	Primary & Secondary	0.9643	0.4154	6.70%	2.00%	6.80%	1.80%	2.00%	Y	1.50%	5,000.00		
CAVE CREEK	TOWN	1986	5,177	MARICOPA	yes	no	None	0	0	6.30%	3.00%	10.00%	3.00%	3.00%	N				
CHANDLER	CITY	1920	281,231	MARICOPA	yes	yes	Primary & Secondary	0.2118	0.87	6.30%	1.50%	4.40%	1.80%	1.50%	N				
CHINO VALLEY	TOWN	1970	13,911	YAVAPAI	yes	SD	None	0	0	6.35%	4.00%	8.00%	4.00%	4.00%	N				
CLARKDALE	TOWN	1957	4,951	YAVAPAI	yes	SD	Primary	1.3431	0	6.35%	3.50%	5.50%	3.50%	3.00%	N				
CLIFTON	TOWN	1909	3,815	GREENLEE	yes	yes	Primary	4.1553	0	6.10%	3.00%	10.00%	3.00%	3.00%	Y	2.00%	10,000.00		
COLORADO CITY	TOWN	1985	3,317	MOHAVE	yes	no	None	0	0	5.60%	3.00%	14.00%	3.50%	3.00%	N				
COOLIDGE	CITY	1945	19,674	PINAL	yes	yes	Primary & Secondary	1.5988	0.2088	6.70%	3.00%	6.00%	3.00%	3.00%	Y	1.50%		10,000.00	
COTTONWOOD	CITY	1960	12,939	YAVAPAI	yes	yes	None	0	0	6.35%	3.50%	7.00%	3.50%	3.50%	N				
DEWEY-HUMBOLDT	TOWN	2004	4,589	YAVAPAI	contract	SD	None	0	0	6.35%	2.00%	4.00%	2.00%	2.00%	N				
DOUGLAS	CITY	1905	15,819	COCHISE	yes	yes	Primary	1.0783	0	6.10%	3.80%	7.80%	3.80%	3.80%	Y	2.80%	10,000.00		
DUNCAN	TOWN	1938	671	GREENLEE	no	yes	Primary	0.7576	0	6.10%	2.00%	5.00%	2.00%	2.00%	N				
EAGAR	TOWN	1948	4,438	APACHE	yes	yes	None	0	0	6.10%	3.00%	6.00%	3.00%	3.00%	Y	2.00%		1,000.00	
EL MIRAGE	CITY	1951	36,468	MARICOPA	yes	yes	Primary & Secondary	1.6596	0.9778	6.30%	3.00%	5.00%	3.00%	3.00%	N				
ELOY	CITY	1949	19,199	PINAL	yes	no	Primary	0.9769	0	6.70%	3.00%	7.00%	5.00%	2.00%	Y	1.50%	6,000.00		
FLAGSTAFF	CITY	1894	77,539	COCONINO	yes	yes	Primary & Secondary	0.6045	0.8	6.90%	2.49%	4.49%	4.49%	0.00%	N				
FLORENCE	TOWN	1900	24,891	PINAL	yes	yes	Primary	1.0289	0	6.70%	2.00%	4.00%	2.00%	2.00%	N				
FOUNTAIN HILLS	TOWN	1989	23,696	MARICOPA	contract	contract	None	0	0	6.30%	2.90%	6.90%	2.90%	2.90%	N				
FREDONIA	TOWN	1956	1,290	COCONINO	yes	yes	None	0	0	6.90%	4.00%	4.00%	4.00%	4.00%	N				
GILA BEND	TOWN	1962	1,847	MARICOPA	contract	yes	Primary	0.7181	0	6.30%	3.50%	5.50%	3.50%	3.50%	N				
GILBERT	TOWN	1920	288,790	MARICOPA	yes	yes	Secondary	0	0.98	6.30%	2.00%	7.00%	2.00%	2.00%	N				
GLENDALE	CITY	1910	258,143	MARICOPA	yes	yes	Primary & Secondary	0.3242	1.1296	6.30%	2.90%	7.90%	3.90%	2.50%	Y	2.20%		5,000.00	
GLOBE	CITY	1907	7,176	GILA	yes	yes	Primary	1.1892	0	6.60%	3.30%	6.60%	3.30%	2.30%	N				
GOODYEAR	CITY	1946	118,186	MARICOPA	yes	yes	Primary & Secondary	0.9319	0.8031	6.30%	2.50%	5.00%	4.00%	2.00%	Y	1.20%		5,000.00	
GUADALUPE	TOWN	1975	5,197	MARICOPA	no	yes	None	0	0	6.30%	4.00%	10.00%	5.00%	4.00%	N				
HAYDEN	TOWN	1956	513	GILA	yes	yes	Primary	13	0	6.60%	3.00%	5.00%	3.00%	3.00%	N				
HOLBROOK	CITY	1917	4,837	NAVAJO	yes	yes	Primary	0.4598	0	6.43%	3.00%	10.00%	3.00%	3.00%	N				
HUACHUCA CITY	TOWN	1958	1,604	COCHISE	yes	yes	Primary	1.3722	0	6.10%	1.90%	1.90%	1.90%	1.90%	N				
JEROME	TOWN	1899	457	YAVAPAI	yes	yes	Primary	0.6084	0	6.35%	3.50%	6.50%	4.50%	0.00%	N				
KEARNY	TOWN	1959	1,898	PINAL	yes	yes	Primary	3.1163	0	6.70%	4.00%	8.00%	4.00%	4.00%	N				
KINGMAN	CITY	1952	35,383	MOHAVE	yes	yes	None	0	0	5.60%	2.50%	6.50%	3.50%	0.00%	N				
LAKE HAVASU CITY	CITY	1978	59,037	MOHAVE	yes	yes	Primary	0.6718	0	5.60%	2.00%	5.00%	3.00%	0.00%	N				
LITCHFIELD PARK	CITY	1987	6,863	MARICOPA	contract	contract	None	0	0	6.30%	2.80%	3.80%	2.80%	2.80%	N				
MAMMOTH	TOWN	1958	1,181	PINAL	yes	yes	Primary	1.7441	0	6.70%	4.00%	8.00%	4.00%	4.00%	N				
MARANA	TOWN	1977	62,380	PIMA	yes	private	None	0	0	6.10%	2.50%	8.50%	2.50%	0.00%	Y	2.00%		5,000.00	

Arizona City and Town Data

Name	CITY/ TOWN	INCORPORATED	2024 CENSUS ESTIMATES	COUNTY	Police	Fire	Property Tax	Primary Property Tax Rate	Secondary Property Tax Rate	County Retail Tax Rate	Retail Tax Rate	Room Tax Rate	Rest & Bar Tax Rate	Food Tax Rate	Big Ticket Option?	Big Ticket Option Rate	Single Item Portion Over \$	Single Item Over \$
MARANA	TOWN	1977	62,380	PINAL	yes	private	None	0	0	6.70%	2.50%	8.50%	2.50%	0.00%	Y	2.00%		5,000.00
MARICOPA	CITY	2003	76,654	PINAL	yes	yes	Primary & Secondary	3.4773	0.595	6.70%	2.50%	7.50%	2.50%	2.00%	N			
MESA	CITY	1883	517,151	MARICOPA	yes	yes	Secondary	0	0.8582	6.30%	2.00%	7.00%	2.00%	0.00%	N			
MIAMI	TOWN	1918	1,531	GILA	yes	contract	Primary	4.42	0	6.60%	2.50%	2.50%	2.50%	2.50%	N			
NOGALES	CITY	1893	19,965	SANTA CRUZ	yes	yes	None	0	0	6.60%	2.00%	6.00%	2.00%	2.00%	N			
ORO VALLEY	TOWN	1974	48,855	PIMA	yes	SD	None	0	0	6.10%	2.50%	8.50%	2.50%	0.00%	N			
PAGE	CITY	1975	7,230	COCONINO	yes	yes	None	0	0	6.90%	3.00%	10.00%	4.00%	3.00%	Y	2.00%	3,000.00	
PARADISE VALLEY	TOWN	1961	12,523	MARICOPA	yes	contract	None	0	0	6.30%	2.50%	5.90%	2.50%	2.50%	N			
PARKER	TOWN	1948	3,456	LA PAZ	yes	private	None	0	0	6.60%	2.00%	6.00%	4.00%	0.00%	Y	1.00%	2,500.00	
PATAGONIA	TOWN	1948	796	SANTA CRUZ	yes	contract	None	0	0	6.60%	3.00%	6.00%	3.00%	2.50%	N			
PAYSON	TOWN	1973	16,762	GILA	yes	yes	Primary	0.2855	0	6.60%	3.88%	8.88%	3.88%	3.88%	N			
PEORIA	CITY	1954	199,924	MARICOPA	yes	yes	Primary & Secondary	0.29	1.15	6.30%	1.80%	5.60%	2.80%	1.60%	N			
PEORIA	CITY	1954	199,924	YAVAPAI	yes	yes	Primary & Secondary	0.29	1.15	6.30%	1.80%	5.60%	2.80%	1.60%	N			
PHOENIX	CITY	1881	1,673,164	MARICOPA	yes	yes	Primary & Secondary	1.2658	0.8141	6.30%	2.80%	5.80%	2.80%	0.00%	Y	2.00%	14,338.00	
PIMA	TOWN	1916	3,148	GRAHAM	yes	yes	Primary	0.1051	0	6.60%	2.00%	2.00%	2.00%	2.00%	N			
PINETOP-LAKESIDE	TOWN	1984	4,148	NAVAJO	yes	contract	None	0	0	6.43%	3.00%	6.00%	5.00%	3.00%	Y	1.50%	5,000.00	
PRESCOTT	CITY	1883	48,224	YAVAPAI	yes	yes	Primary	0.2329	0	6.35%	2.95%	5.95%	2.95%	2.95%	N			
PRESCOTT VALLEY	TOWN	1978	51,440	YAVAPAI	yes	SD	None	0	0	6.35%	2.83%	5.66%	2.83%	2.83%	N			
QUARTZSITE	TOWN	1989	2,425	LA PAZ	yes	no	None	0	0	6.60%	2.50%	5.50%	3.00%	0.00%	Y	1.00%	10,000.00	
QUEEN CREEK	TOWN	1989	83,781	MARICOPA	yes	yes	Primary	1.5485	0	6.30%	2.25%	5.25%	2.25%	2.25%	N			
QUEEN CREEK	TOWN	1989	83,781	PINAL	yes	yes	Primary	1.5485	0	6.70%	2.25%	5.25%	2.25%	2.25%	N			
SAFFORD	CITY	1901	10,257	GRAHAM	yes	yes	Primary	0.5135	0	6.60%	2.50%	7.50%	2.50%	2.50%	Y	1.00%		5,000.00
SAHUARITA	TOWN	1994	37,448	PIMA	yes	no	None	0	0	6.10%	2.00%	4.00%	2.00%	0.00%	N			
SAN LUIS	CITY	1979	40,064	YUMA	yes	yes	None	0	0	6.71%	4.00%	4.00%	4.00%	4.00%	Y	1.50%	2,500.00	
SCOTTSDALE	CITY	1951	246,170	MARICOPA	yes	yes	Primary & Secondary	0.4891	0.4233	6.30%	1.70%	6.70%	1.70%	1.70%	N			
SEDONA	CITY	1988	9,778	YAVAPAI	yes	private	None	0	0	6.35%	3.50%	7.00%	3.50%	0.00%	N			
SEDONA	CITY	1988	9,778	COCONINO	yes	private	None	0	0	6.90%	3.50%	7.00%	3.50%	0.00%	N			
SHOW LOW	CITY	1953	12,366	NAVAJO	yes	SD	None	0	0	6.43%	2.00%	5.00%	2.00%	2.00%	N			
SIERRA VISTA	CITY	1956	44,710	COCHISE	yes	yes	Primary	0.1018	0	6.10%	1.95%	5.50%	2.60%	1.95%	N			
SNOWFLAKE	TOWN	1948	6,736	NAVAJO	yes	yes	None	0	0	6.43%	3.00%	7.00%	3.00%	3.00%	Y	2.00%	10,000.00	
SOMERTON	CITY	1918	14,902	YUMA	yes	yes	Primary	1.4548	0	6.71%	3.30%	3.30%	3.30%	3.30%	N			
SOUTH TUCSON	CITY	1940	4,536	PIMA	yes	yes	Primary	0.2193	0	6.10%	5.00%	5.50%	5.50%	1.50%	N			
SPRINGERVILLE	TOWN	1948	1,723	APACHE	yes	yes	None	0	0	6.10%	3.00%	5.00%	3.00%	3.00%	Y	2.00%	1,000.00	
ST. JOHNS	CITY	1946	3,352	APACHE	yes	yes	None	0	0	6.10%	3.00%	6.00%	3.00%	3.00%	N			
STAR VALLEY	TOWN	2005	2,547	GILA	contract	private	None	0	0	6.60%	2.00%	2.00%	2.00%	2.00%	N			
SUPERIOR	TOWN	1976	2,682	PINAL	yes	no	Primary	5.2164	0	6.70%	4.00%	8.00%	4.00%	0.00%	Y	1.00%	500.00	
SURPRISE	CITY	1960	167,564	MARICOPA	yes	yes	Primary & Secondary	0.5534	0.388	6.30%	2.80%	7.32%	3.20%	0.00%	N			
TAYLOR	TOWN	1966	4,386	NAVAJO	yes	yes	None	0	0	6.43%	3.00%	6.00%	3.00%	3.00%	N			
TEMPE	CITY	1894	190,114	MARICOPA	yes	yes	Primary & Secondary	0.8744	1.5849	6.30%	1.80%	6.80%	1.80%	1.80%	N			
THATCHER	TOWN	1899	5,627	GRAHAM	yes	yes	None	0	0	6.60%	2.50%	7.50%	2.50%	2.50%	Y	1.00%		5,000.00
TOLLESON	CITY	1929	9,353	MARICOPA	yes	yes	Primary & Secondary	1.5158	1.1602	6.30%	2.50%	4.50%	2.50%	2.50%	Y	2.00%	5,000.00	
TOMBSTONE	CITY	1881	1,382	COCHISE	yes	yes	Primary & Secondary	0.8688	0	6.10%	3.50%	7.50%	3.50%	0.00%	N			
TUCSON	CITY	1877	554,013	PIMA	yes	yes	Primary & Secondary	0.4453	0.551	6.10%	2.60%	9.00%	2.60%	0.00%	N			
TUSAYAN	TOWN	2010	587	COCONINO	contract	no	None	0	0	6.90%	2.00%	4.00%	4.00%	0.00%	N			

Arizona City and Town Data

Name	CITY/ TOWN	INCORPORATED	2024 CENSUS ESTIMATES	COUNTY	Police	Fire	Property Tax	Primary Property Tax Rate	Secondary Property Tax Rate	County Retail Tax Rate	Retail Tax Rate	Room Tax Rate	Rest & Bar Tax Rate	Food Tax Rate	Big Ticket Option?	Big Ticket Option Rate	Single Item Portion Over \$	Single Item Over \$
WELLTON	TOWN	1970	2,648	YUMA	yes	yes	None	0	0	6.71%	3.50%	7.00%	3.50%	3.50%	N			
WICKENBURG	TOWN	1909	8,301	MARICOPA	yes	yes	Primary	0.3997	0	6.30%	2.20%	5.20%	2.20%	2.20%	Y	1.69%		5,000.00
WICKENBURG	TOWN	1909	8,301	YAVAPAI	yes	yes	Primary	0.3997	0	6.35%	2.20%	5.20%	2.20%	2.20%	Y	1.69%		5,000.00
WILLCOX	CITY	1915	3,217	COCHISE	yes	yes	Primary	0.3548	0	6.10%	3.00%	7.00%	3.00%	3.00%	Y	2.00%		1,250.00
WILLIAMS	CITY	1901	3,482	COCONINO	yes	yes	Primary	0.9443	0	6.90%	3.50%	11.00%	4.50%	0.00%	N			
WINKELMAN	TOWN	1949	295	GILA	private	yes	Primary	7.0774	0	6.60%	3.50%	3.50%	3.50%	3.50%	N			
WINKELMAN	TOWN	1949	295	PINAL	private	yes	Primary	7.0774	0	6.70%	3.50%	3.50%	3.50%	3.50%	N			
WINSLOW	CITY	1900	8,577	NAVAJO	yes	yes	Primary	1.3047	0	6.43%	3.00%	5.00%	5.00%	3.00%	N			
YOUNGTOWN	TOWN	1960	7,062	MARICOPA	contract	private	None	0	0	6.30%	3.00%	5.00%	3.00%	3.00%	N			
YUMA	CITY	1914	103,559	YUMA	yes	yes	Primary	2.1321	0	6.71%	1.70%	3.70%	3.70%	1.70%	N			

Source: Arizona League of Cities and Towns City Data 12/25

TPT Data from March 2026 Rate Tables



Transaction Privilege Tax (TPT) Discussion

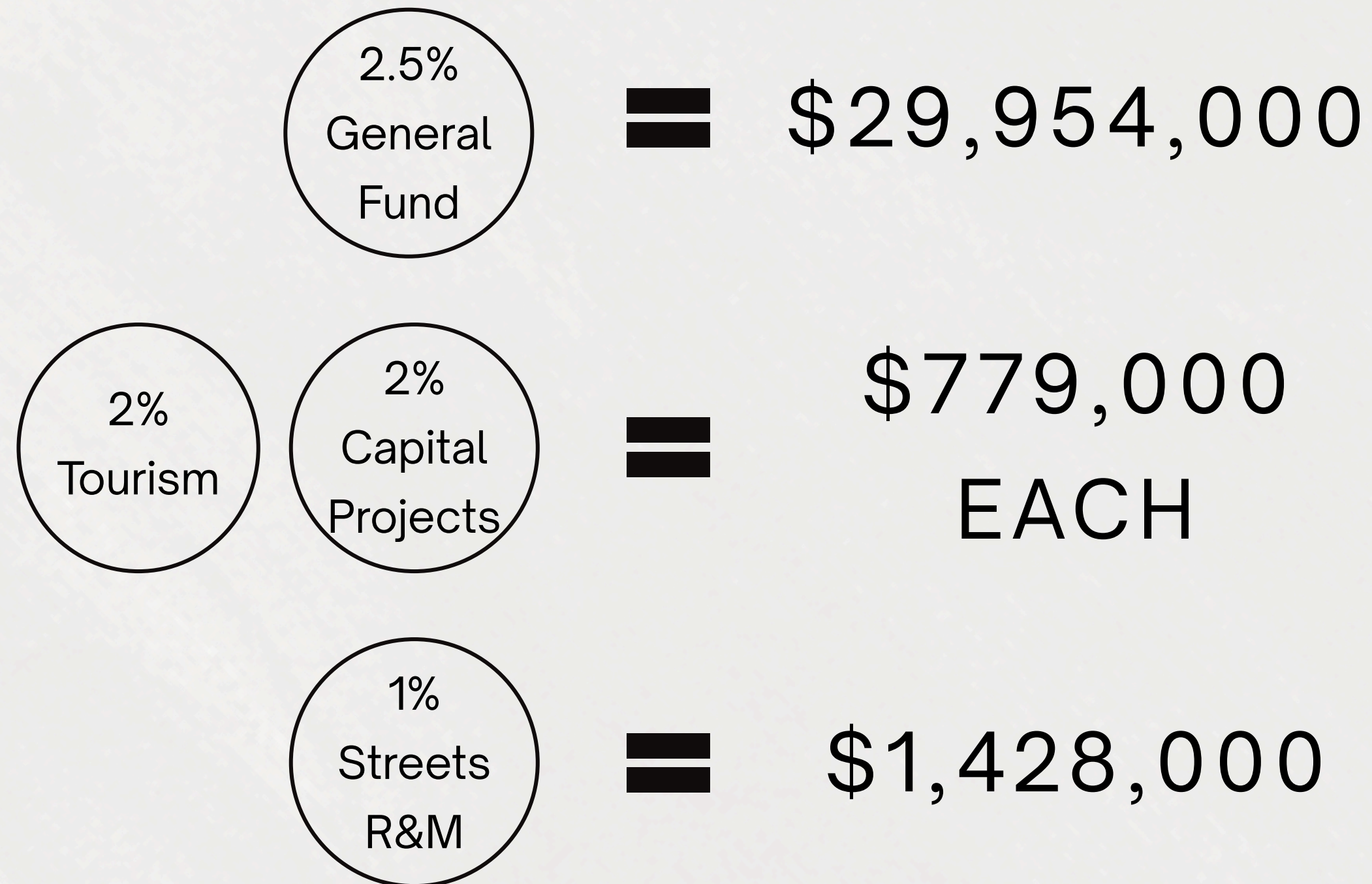
City Council Meeting
February 17, 2026

— TPT Rate History

Tax Rate Type	Pre-1986	1986	Feb-10	Jan-12	Jul-13	Nov-17	Jan-19
Regular Tax Rate - General Fund	2.0%	2.0%	2.0%	2.0%	2.5%	2.5%	2.5%
Regular Tax Rate - Streets R&M	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%
Regular Tax Rate - Capital Projects	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%
Restaurant & Bar Add'l Tax Rate - Streets R&M	0.0%	0.0%	0.0%	1.0%	1.0%	1.0%	1.0%
Restaurant & Bar Add'l Tax Rate - General Fund*	0.0%	0.0%	0.0%	1.0%	0.0%	0.0%	0.0%
Hotel/Motel Add'l Tax Rate - Tourism	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Hotel/Motel Add'l Tax Rate - Capital Projects	0.0%	0.0%	2.0%	2.0%	2.0%	2.0%	2.0%

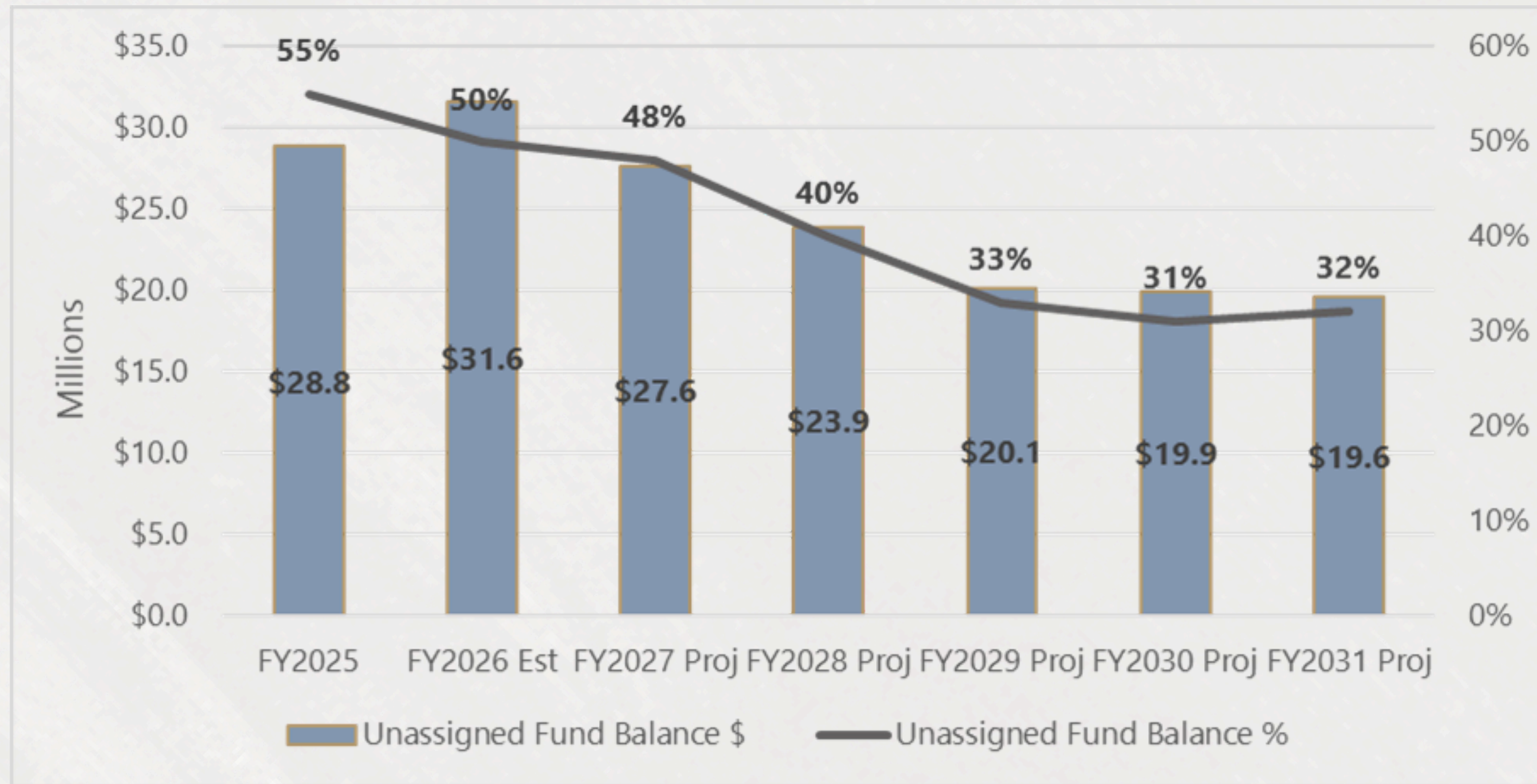
*Increase was dedicated to street maintenance from 1/1/12 to 6/30/12

— FY26 Estimated TPT Collections



— General Fund - Unassigned Fund Balance

25% - 50% OF OPERATING EXPENDITURES &
OUTGOING TRANSFERS



\$22M IN RESERVES ARE
BEING USED THROUGH
FY2030 TO FUND THE
STREET MAINTENANCE
PROGRAM.

— Other G/F Fund Balance Policies

Mohave County	Lake Havasu City	Bullhead City	Kingman
MAINTAIN 3 ½ MONTHS (29.2%) OF EXPENDITURES AND OUTGOING TRANSFERS PLUS A 10% CONTINGENCY	BUDGET STABILIZATION RESERVE POLICY: MAINTAIN 50% OF THE 5-YEAR AVERAGE OF ACTUAL REVENUES	“STRIVE TO” MAINTAIN 30% OF EXPENDITURES	MAINTAIN 25% - 50% OF EXPENDITURES AND OUTGOING TRANSFERS
<i>EST. FY26: 62%</i> <i>EST. FY31: 43%</i>	<i>EST. FY26: 39%</i> <i>EST. FY31: 43%</i>	<i>EST. FY26: 66%</i> <i>EST. FY31: 37%</i>	<i>EST. FY26: 50%</i> <i>EST. FY31: 34%</i>

IF KINGMAN’S POLICY WERE LIKE OUR SURROUNDING COMMUNITIES

— Budget Priorities from January Work Session

FLYING FORTRESS
PKWY. (FROM
AIRWAY AVE. TO
INDUSTRIAL BLVD.)
~\$22M

FUND PRIMARILY
BY TAX AND/OR
NEW
DEVELOPMENT

RECURRING
STREET
MAINTENANCE
PROGRAM
~\$5M/YR

FUND
PRIMARILY
WITH TAX

WATER SERVICE
LINES

FUND
PRIMARILY
WITH RATES

— TPT Rates & Revenue Generation

ANNUAL REVENUE TO BE GENERATED					
Rate		Restaurant & Bar			
Increment		Regular TPT		TPT	Hotel/Motel TPT
0.10%	\$	1,197,823	\$	142,800	\$ 38,953
0.25%	\$	2,994,559	\$	357,000	\$ 97,382
0.50%	\$	5,989,117	\$	713,999	\$ 194,764
0.75%	\$	8,983,676	\$	1,070,999	\$ 292,147
1.00%	\$	11,978,235	\$	1,427,998	\$ 389,529

— Tri-City Comparisons

Funding Source	Lake Havasu City	Bullhead City	Kingman
TPT (RATE)	2.0%	2.0%	2.5%
PRIMARY PROPERTY TAX	YES	NO	NO
FIRE DISTRICT TAX	NO	YES	NO

— Arizona City Comparisons

City/Town	2024 Census Esimates	Retail TPT Rate	City/Town	2024 Census Esimates	Retail TPT Rate
CHANDLER	281,231	1.50%	WINSLOW	8,577	3.00%
YUMA	103,559	1.70%	CLIFTON	3,815	3.00%
SCOTTSDALE	246,170	1.70%	BUCKEYE	108,909	3.00%
TEMPE	190,114	1.80%	COOLIDGE	19,674	3.00%
HUACHUCA CITY	1,604	1.90%	EL MIRAGE	36,468	3.00%
SIERRA VISTA	44,710	1.95%	WILLCOX	3,217	3.00%
PIMA	3,148	2.00%	GLOBE	7,176	3.30%
CASA GRANDE	68,927	2.00%	SOMERTON	14,902	3.30%
FLORENCE	24,891	2.00%	BENSON	5,337	3.50%
GOODYEAR	118,186	2.50%	BISBEE	4,994	3.50%
SAFFORD	10,257	2.50%	PEORIA	399,848	3.60%
TOLLESON	9,353	2.50%	DOUGLAS	15,819	3.80%
MARICOPA	76,654	2.50%	PAYSON	16,762	3.88%
AVONDALE	96,609	2.50%	KEARNY	1,898	4.00%
GLENDALE	258,143	2.90%	MAMMOTH	1,181	4.00%
PRESCOTT	48,224	2.95%	WICKENBURG	16,602	4.40%
HOLBROOK	4,837	3.00%	QUEEN CREEK	167,562	4.50%
HAYDEN	513	3.00%	SOUTH TUCSON	4,536	5.00%

36
CITIES AND TOWNS
THAT SERVE POLICE
& FIRE, HAVE A
PRIMARY PROPERTY
TAX, AND HAVE A
FOOD TAX

SOURCE: AZ LEAGUE OF CITIES & TOWNS ARIZONA CITY AND TOWN DATA, AZ DEPARTMENT OF REVENUE TPT RATE TABLE-MARCH 2026

— Arizona City Comparisons

City/Town	2024 Census Esimates	Retail TPT Rate
LAKE HAVASU CITY	59,037	2.00%
FLAGSTAFF	77,539	2.49%
TUCSON	554,013	2.60%
PHOENIX	1,673,164	2.80%
SURPRISE	167,564	2.80%
TOMBSTONE	1,382	3.50%
JEROME	457	3.50%
WILLIAMS	3,482	3.50%

8
CITIES AND TOWNS
THAT SERVE POLICE
& FIRE AND HAVE A
PRIMARY PROPERTY
TAX

NO FOOD TAX

SOURCE: AZ LEAGUE OF CITIES & TOWNS ARIZONA CITY AND TOWN DATA, AZ DEPARTMENT OF REVENUE TPT RATE TABLE-MARCH 2026

— Arizona City Comparisons

City/Town	2024 Census Esimates	Retail TPT Rate
KINGMAN	35,383	2.50%

1
CITY THAT SERVES POLICE & FIRE
BUT HAS NO PRIMARY PROPERTY
TAX OR FOOD TAX

— TPT Rate Increase Options for Consideration

BIG TICKET
OPTION - SINGLE
ITEM

12 CITIES & TOWNS HAVE
THIS OPTION RANGING
FROM \$1,000 - \$10,000;
AVG IS \$5,604

BIG TICKET
OPTION - SINGLE
ITEM PORTION

16 CITIES & TOWNS HAVE
THIS OPTION RANGING
FROM \$500 - \$14,338;
AVG IS \$5,865

SUNSET DATE

— Next Step Timeline Options

Step	Action/Activity	Example Timeline
Step 1	Council direction	2/17/2026
Step 2	Council adopts a Notice of Intent to consider increasing sales tax rates at a public hearing	3/3/2026
Step 3	Post a written report and Notice of Intent on city website	3/4/2026
Step 4	Hold the public hearing	5/5/2026
Step 5	Send AZ Department of Revenue tax ordinance	5/15/2026
Step 6	Rates become effective the 1st of the month following 60 days after approval	8/1/2026

Business notification would take place between step 4 and step 5

Step	Action/Activity	Example Timeline
Step 1	Council direction	2/17/2026
Step 2	Work session or another Council meeting to hold further discussions	Mar-26
Step 3	Council adopts a Notice of Intent to consider increasing sales tax rates at a public hearing	3/17 or 4/7
Step 4	Post a written report and Notice of Intent on city website	3/18 or 4/8
Step 5	Hold the public hearing	5/19 or 6/16
Step 6	Send AZ Department of Revenue tax ordinance	5/29 or 6/26
Step 7	Rates become effective the 1st of the month following 60 days after approval	8/1 or 9/1

Business notification would take place between step 4 and step 5

Q&A



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Tina Moline

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Resolution No. 5589 - Establishing New Application Fees, Conditional Use Permitting Fees, a Zoning Verification Letter Fee and a Polygraph Exam Fee

SUMMARY:

The City of Kingman's Police Department has been approached by various outside agencies to perform polygraph exams for them. This exam entails several hours of administrative staff's time and a licensing cost. In order to fully recover the cost associated with performing this service, the Police Department is requesting to add a new Polygraph Exam fee.

The City of Kingman's Development Services Department recently reviewed its list of planning services and identified seven of them being provided at no cost. In order to recover a portion of the costs associated with them, the Development Services Department is requesting to add the following fees:

- Application Fee – Minor Modification
- Application Fee – Temporary Use Permit Modification
- Board of Adjustment – Zoning Verification
- Conditional Use Permit – Major Modification
- Conditional Use Permit – Minor Modification
- Application Fee – Site Plan Major Modification
- Application Fee – Site Plan Minor Modification

A Notice of Intent to consider establishing these fees was adopted at the January 6th Council meeting, and the ARS § 9-499.15 supporting report was posted to the website on December 12th. If the fees are approved, they will go into effect on February 18th.

FISCAL IMPACT:

There will be a minimal fiscal impact to the General Fund.

STAFF RECOMMENDATION:

Approve Resolution No. 5589

SUGGESTED MOTION:

Move to Resolution No. 5589 - Establishing New Application Fees, Conditional Use Permitting Fees, a Zoning Verification Letter Fee and a Polygraph Exam Fee

ATTACHMENTS:

[Resolution 5589 - New Fees](#)

[ARS 9-49915 Supporting Report](#)

[Notice of Intent](#)

**CITY OF KINGMAN
RESOLUTION NO. 5589**

A RESOLUTION ESTABLISHING APPLICATION FEES, CONDITIONAL USE PERMIT FEES, A BOARD OF ADJUSTMENT ZONING VERIFICATION FEE AND A POLYGRAPH EXAM FEE FOR THE CITY OF KINGMAN, ARIZONA BECOMING EFFECTIVE FEBRUARY 18, 2026.

WHEREAS, the City of Kingman routinely performs reviews of services it currently offers or could be offered and determines whether there are costs associated with providing these services; and

WHEREAS, it's been identified that there are costs associated with providing services for certain application fees and conditional use permit fees as well as zoning verification fees and polygraph exam fees; and

WHEREAS, the City Council adopted a Notice of Intent on December 2, 2025 to consider establishing fees for these services and held a public meeting on February 17, 2026 to adopt these fees; and

WHEREAS, modifications have been made to the Comprehensive Fee Schedule that include these fees which are outlined in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGMAN, ARIZONA that the rates, fees and charges in the attached Schedule of Fees are hereby adopted and will go into effect February 18, 2026.

PASSED AND ADOPTED by the Mayor and City Council of the CITY OF KINGMAN, Arizona, this 17th day of February 2026.

ATTEST:

APPROVED:

Annie Meredith, City Clerk

Ken Watkins, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

EXHIBIT A.

NEW FEES			
Division	Service or Category	Service or Category Type	Proposed Fee
Police	Polygraph Exam	Polygraph Exam Performed for Outside Agencies	\$175
Development Services/Planning	Application Fees	Minor Modification	\$55
Development Services/Planning	Application Fees	Temporary Use Permit Modification	\$50
Development Services/Planning	Board of Adjustment	Zoning Verification Letter	\$110
Development Services/Planning	Conditional Use Permit	Conditional Use Permit Modification-Major	\$788
Development Services/Planning	Conditional Use Permit	Conditional Use Permit Modification-Minor	\$394
Development Services/Planning	Application Fees	Site Plan Modification- Major	\$80
Development Services/Planning	Application Fees	Site Plan Modification-Minor	\$40

CITY OF KINGMAN
NOTICE OF INTENT TO ESTABLISH NEW FEES

Pursuant to A.R.S. § 9-499.15, the City of Kingman hereby gives notice that it may adopt an ordinance/resolution to establish new fees.

BACKGROUND

The City of Kingman's Police Department has been approached by various outside agencies to perform polygraph exams for them. This exam entails several hours of administrative staff's time and a licensing cost. In order to fully recover the cost associated with performing this service, the Police Department is requesting to add a new **Polygraph Exam** fee.

The City of Kingman's Development Services Department recently reviewed its list of planning services being and identified seven of them being provided at no cost. In order to recover a portion of the costs associated with these services, the Development Services Department is requesting to add the following fees:

- **Application Fee – Minor Modification**
- **Application Fee – Temporary Use Permit Modification**
- **Board of Adjustment – Zoning Verification**
- **Conditional Use Permit – Major Modification**
- **Conditional Use Permit – Minor Modification**
- **Application Fee – Site Plan Major Modification**
- **Application Fee – Site Plan Minor Modification**

Attached are the list of fees associated with all of the above services. The revenue generated by the proposed fees will minimally impact the General Fund.

NEW FEES					
Division	Service or Category	Service or Category Type	Proposed Fee	Justification for Fee	Cost Recovery %
Police	Polygraph Exam	Polygraph Exam Performed for Outside Agencies	\$175	Cost Recovery	100%
Development Services/Planning	Application Fees	Minor Modification	\$55	Cost Recovery	58%
Development Services/Planning	Application Fees	Temporary Use Permit Modification	\$50	Cost Recovery	104%
Development Services/Planning	Board of Adjustment	Zoning Verification Letter	\$110	Cost Recovery	86%
Development Services/Planning	Conditional Use Permit	Conditional Use Permit Modification-Major	\$788	Cost Recovery	98%
Development Services/Planning	Conditional Use Permit	Conditional Use Permit Modification-Minor	\$394	Cost Recovery	85%
Development Services/Planning	Application Fees	Site Plan Modification- Major	\$80	Cost Recovery	47%
Development Services/Planning	Application Fees	Site Plan Modification-Minor	\$40	Cost Recovery	34%

CITY OF KINGMAN
NOTICE OF INTENT TO ESTABLISH NEW FEES

Pursuant to A.R.S. § 9-499.15, the City of Kingman, Arizona hereby gives notice that it may adopt an ordinance/resolution to establish new fees.

The City of Kingman City Council will consider this matter at its regular City Council meeting to be held at the City Complex located at 310 N. 4th Street, Kingman, Arizona 86401, on **February 17, 2026, at 5:00 p.m.** Following such consideration, the City Council may approve, disapprove or modify said ordinance/resolution.

Information about the proposed new fees are available at the City Clerk's office during normal business hours, Monday through Thursday, 7:00 a.m. to 6:00 p.m., and on the City of Kingman's website at <https://www.cityofkingman.gov/government/departments-a-h/finance/proposed-new-and-increasedfees>.

DATE REPORT POSTED ON CITY OF KINGMAN WEBSITE: December 12, 2025

DATE NOTICE OF INTENT POSTED ON CITY OF KINGMAN WEBSITE: January 7, 2026



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Sheri Furr

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Public Hearing on Resolution No. 5600 - Approval and Acceptance of Federal Transit Administration Rural Public Transit Grant

SUMMARY:

This is a request for the Council to adopt Resolution No. 5600 authorizing the City Manager or his/her duly authorized designee to sign all documents required for application and acceptance of Federal Transit Administration (FTA) Section 5311 Rural Public Transit Grant and Section 5339 Bus and Bus Facilities Grant funding necessary to fund a portion of Kingman Area Regional Transit (KART) administrative, operational and capital expenses for Kingman for federal fiscal years beginning October 2026 and October 2027. The City Council will consider funding requests and finalize the local match for the transit program during its annual budget processes. The budget for each fiscal year will be developed and presented to Council during the corresponding budget cycle. Staff recommends approval.

FISCAL IMPACT:

Local Match requirements are as follows:

Capital is awarded based on a sliding scale of 80% to 90% with a local match required for the remaining 10% to 20%. The City's contribution for capital, which includes one transit vehicle in year one, could be up to \$56,000 if funded at 80% or \$28,000 if funded at 90%. Preventive maintenance of vehicles is to be awarded as other capital with a 20% local match.

Administrative expenses require a 20% local match, and operating expenses require a 42% local match. The actual budget request for administrative and operating expenses was not finalized at the time of this communication to Council, but will be provided prior to the Council's meeting.

STAFF RECOMMENDATION:

Staff recommends approval.

SUGGESTED MOTION:

MOTION to APPROVE Resolution No. 5600

ATTACHMENTS:

[Resolution 5600 - 5311 & 5339 Grant FFY27 & FFY28.pdf](#)

CITY OF KINGMAN, ARIZONA

RESOLUTION NO. 5600

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA AUTHORIZING THE SUBMITAL OF AN APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION SECTION 5311 RURAL PUBLIC TRANSIT GRANT APPLICATION TO THE ARIZONA DEPARTMENT OF TRANSPORTATION NECESSARY TO FUND A PORTION OF THE KINGMAN AREA REGIONAL TRANSIT SYSTEM.

WHEREAS, the City of Kingman seeks to continue to offer public transportation to residents and visitors in the City of Kingman and Greater Kingman-Butler area, and

WHEREAS, annually, the Federal Transit Administration (FTA) allocates federal funds for the Section 5311 and Section 5339 Grant Programs which are apportioned to the State on a formula basis; providing funding to support the administrative, operating, and capital costs of operating public transit services in rural areas, and

WHEREAS, the City of Kingman will submit an application for FTA Section 5311 and Section 5339 Grant funding for Kingman Area Regional Transit to the Arizona Department of Transportation for a portion of the available funds necessary to cover public transportation related expenses in the community, and

WHEREAS, the City of Kingman assures the Arizona Department of Transportation that it supports the local transit service and will provide the local match required of the grant.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Kingman, Arizona hereby authorizes the filing of an application for a FTA Section 5311 Rural Public Transit Grant and Section 5339 Buses and Bus Facilities for the period October 1, 2026, through September 30, 2028 and authorizes the City Manager or his/her duly authorized designee to sign the application and all associated documents.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on this 17th day of February, 2026.

APPROVED:

Ken Watkins, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

ATTEST:

Annie Meredith, City Clerk



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Jack Plaunty

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Comprehensive Pavement Management Program: Staff Report and Technical Presentation by NCE on Infrastructure Preservation and Treatment Applications

SUMMARY:

Presenters: Jack Plaunty, City of Kingman; Jeff Stempihar, P.E., NCE Engineering

This agenda item provides the City Council with a comprehensive update on the health and sustainability of Kingman's roadway network. The presentation is divided into two primary segments to provide both local operational results and specialized engineering analysis. Jack Plaunty will lead the staff report portion, detailing the status of the current fiscal year's projects and the tangible results of recent preservation cycles. This includes a review of treatment performance across high-traffic corridors and residential streets.

Following the staff update, Jeff Stempihar, P.E., from NCE, will provide a technical presentation on the engineering methodologies used to select specific pavement treatments. Jeff Stempihar (pronounced "stem-p-r") is an Associate with NCE. He has over 20 years of experience, specializing in pavement evaluation and design, material selection, and developing best-practice guidance. He has worked on projects at the local, state, and national levels. Jeff is a registered professional engineer in Arizona and has authored numerous technical specifications, test procedures, technical reports, and industry publications. This analysis focuses on the data-driven selection process where roadway classifications, traffic loading, and environmental stressors are weighed against the Pavement Condition Index (PCI) to determine the optimal application. Mr. Stempihar will detail the technical efficacy of various treatments, ranging from high-density mineral bonds and polymer-modified slurry seals to structural overlays, explaining how the specific distress mechanisms of a roadway dictate the choice of material. By combining staff's local project data with NCE's technical modeling, this report demonstrates how the City's proactive maintenance approach is successfully extending the lifespan of the roadway infrastructure and preventing the high costs associated with total pavement failure.

FISCAL IMPACT:

None

SUGGESTED MOTION:

None

ATTACHMENTS:

[FY26 Pavement Preservation Updates \(final\) \[Read-Only\].pdf](#)

Pavement Management Update

FY26 Update & Funding Outlook
Maintaining the Investment

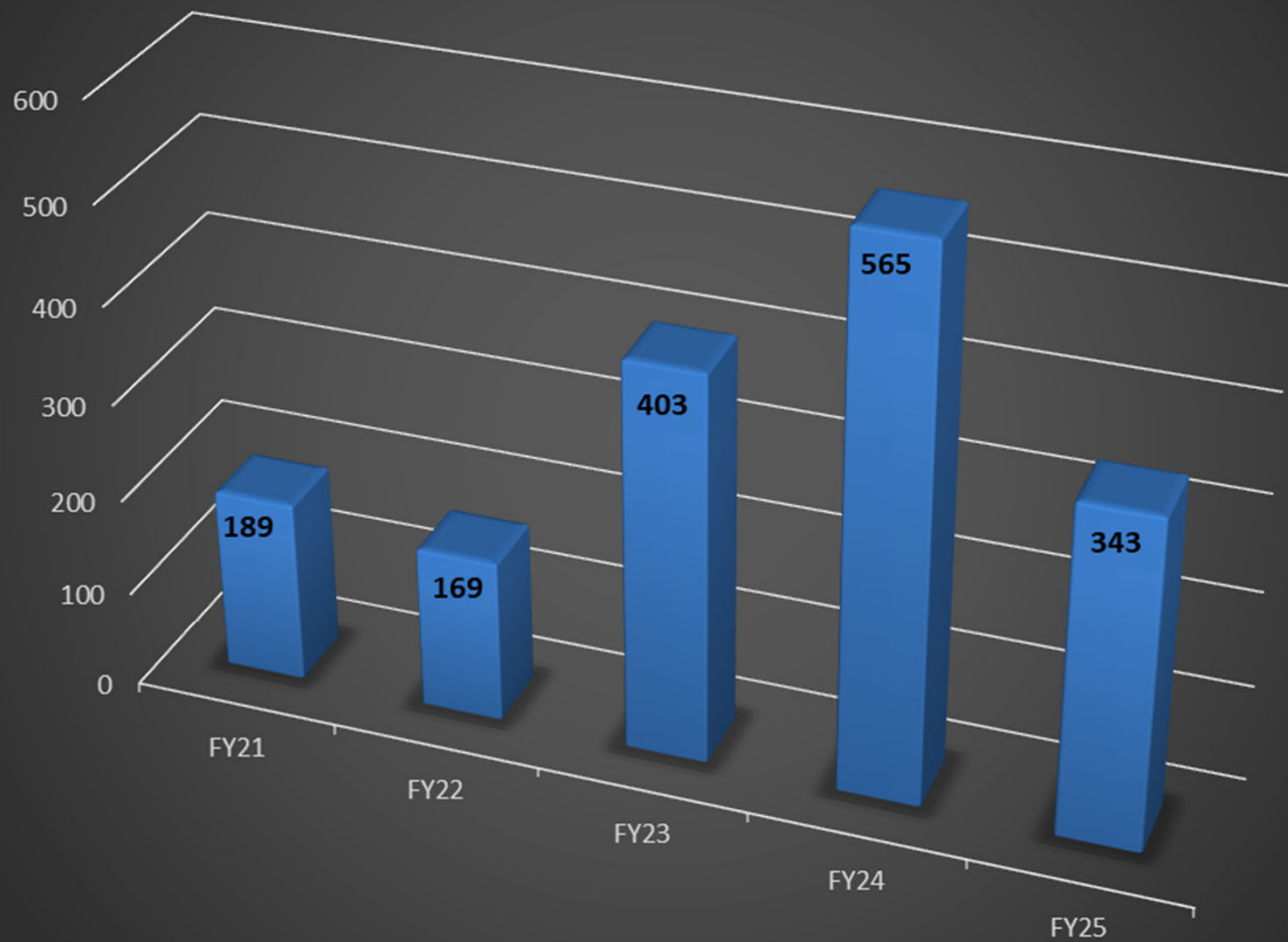
Presentation Goals

- ▣ Street Department Responsibilities
- ▣ Show return on \$50M investment
- ▣ Pavement Treatment Review (NCE)
- ▣ Discuss long-term funding needs

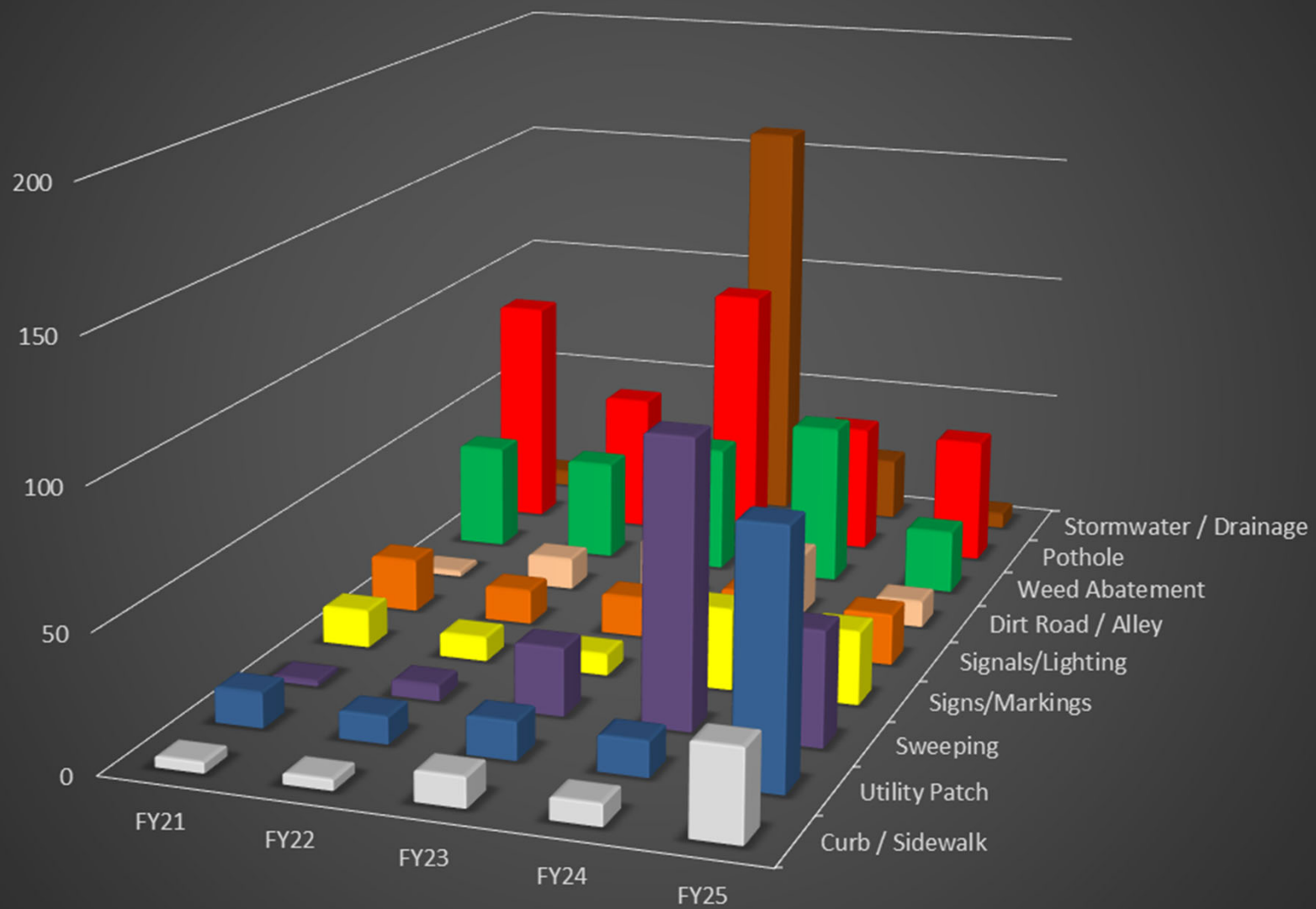
Kingman Statistics

- 453 Lane Miles
- 18.6 Miles of Maintained Dirt Roads
- 12.9 Miles of Dirt Alleys
- 186 Miles of Sidewalk
- 256 Miles of Curb
- Approximately 180 Miles of Dirt Shoulders
- 14,000 Signs
- 122 Linear Miles of Striping
 - Does not include crosswalks, stop bars, legends, etc.
- 900 Street Lights
- 24 Signalized Intersections
- 34 Acres of Maintained Drainage Area
- 125 Acres of Interchanges

Total Calls for Service

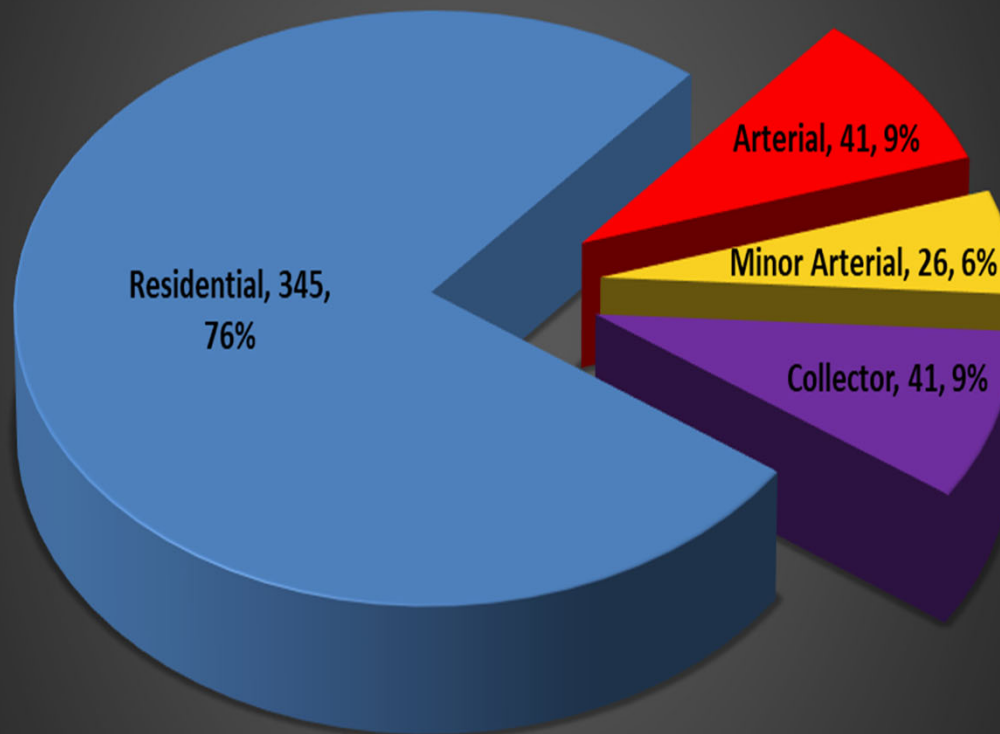


Service Requests by Type

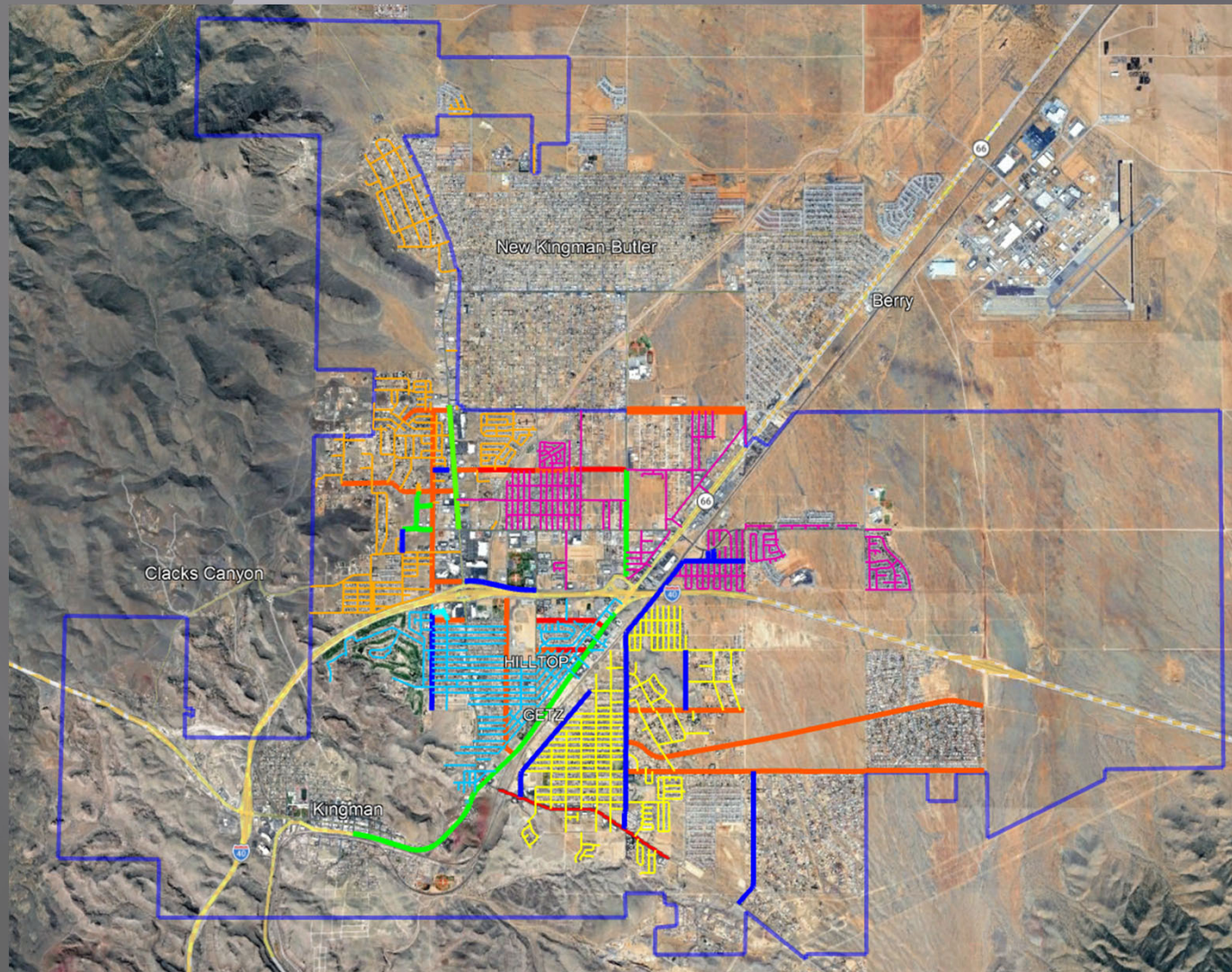


Current Network Composition

Lane Miles/Percent of Network by Functional Class



Preservation Completed 2022 to Date



- Over 50% of Residentials Treated
- 45% of Arterial and Collectors Treated
- Totaling over 284 miles of roadways treated



Collaboration. Commitment. Confidence.SM

Optimizing Pavement Treatments



City of Kingman
City Council Meeting
February 17, 2026

Presenter: Jeff Stempihar, PE
Associate

Engineering & Environmental Services





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Who We Are?



Asset Management



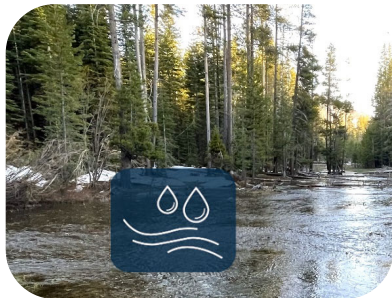
Pavement & Materials



Environmental



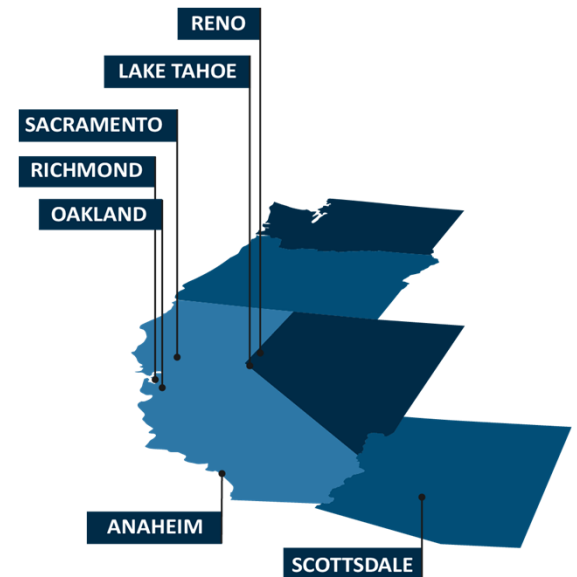
Civil Engineering



Water Resources



Landscape Architecture



NCE OFFICE LOCATIONS

Engineering & Environmental Services

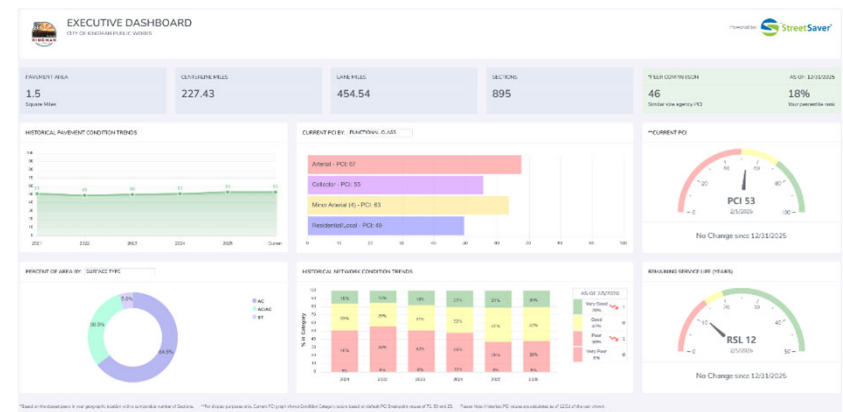
Background

- Pavements deteriorate over time
 - Traffic loading
 - Environmental exposure
- Important to monitor and maintain pavements
- Aesthetics can be important



How do We Monitor Pavement Condition?

- Periodic condition inspections
- StreetSaver[®] Pavement Management Program
 - Planning and budgeting tool
 - Answers 4 main questions:
 - What streets does the City **own/maintain**?
 - What **condition** are the streets in?
 - What **repairs** are needed and when?
 - How much **funding** is needed to maintain or improve streets?
 - Database of pavement condition
 - Tracks maintenance activities





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Pavement Condition Index

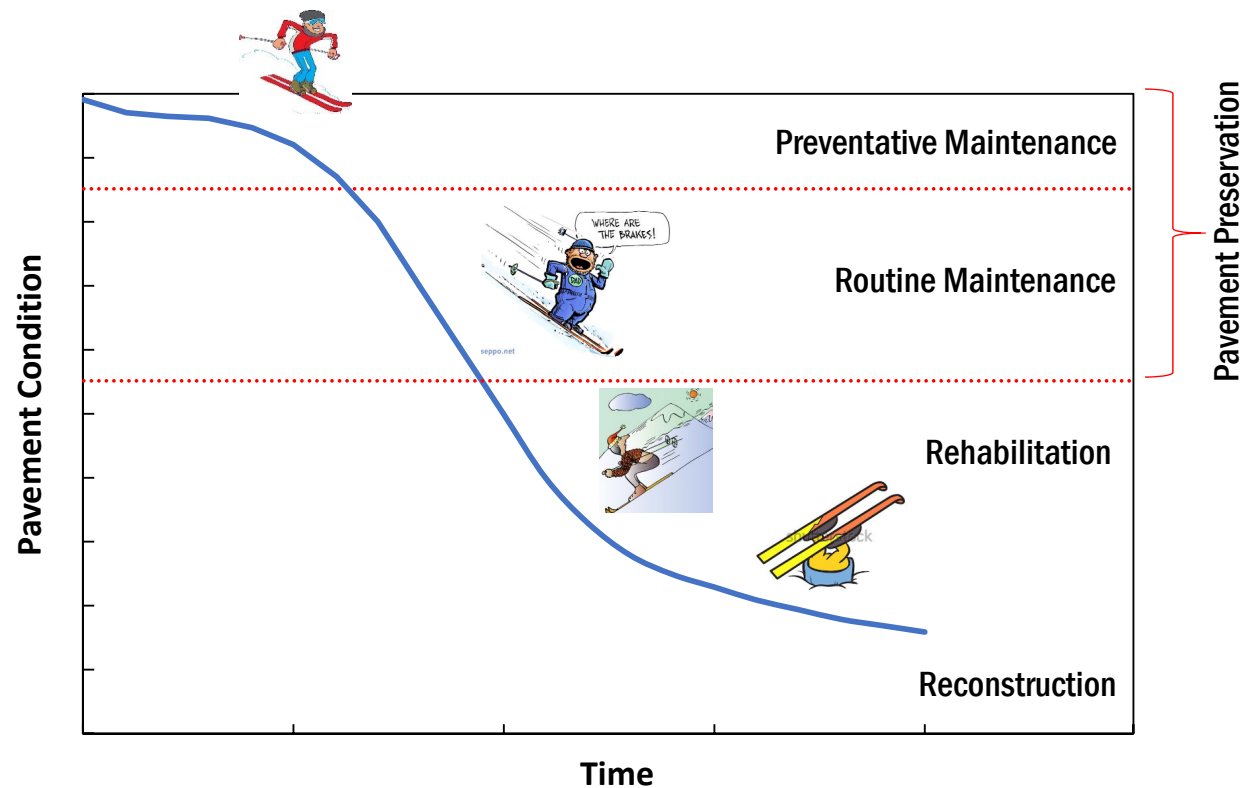
Condition Category	Pavement Condition	PCI
(I)	Very Good	100
(II/III)	Fair (Non-Load) Fair (Load-related)	70
(II/III)	Poor	50
(II/III)	Very Poor	25
		0



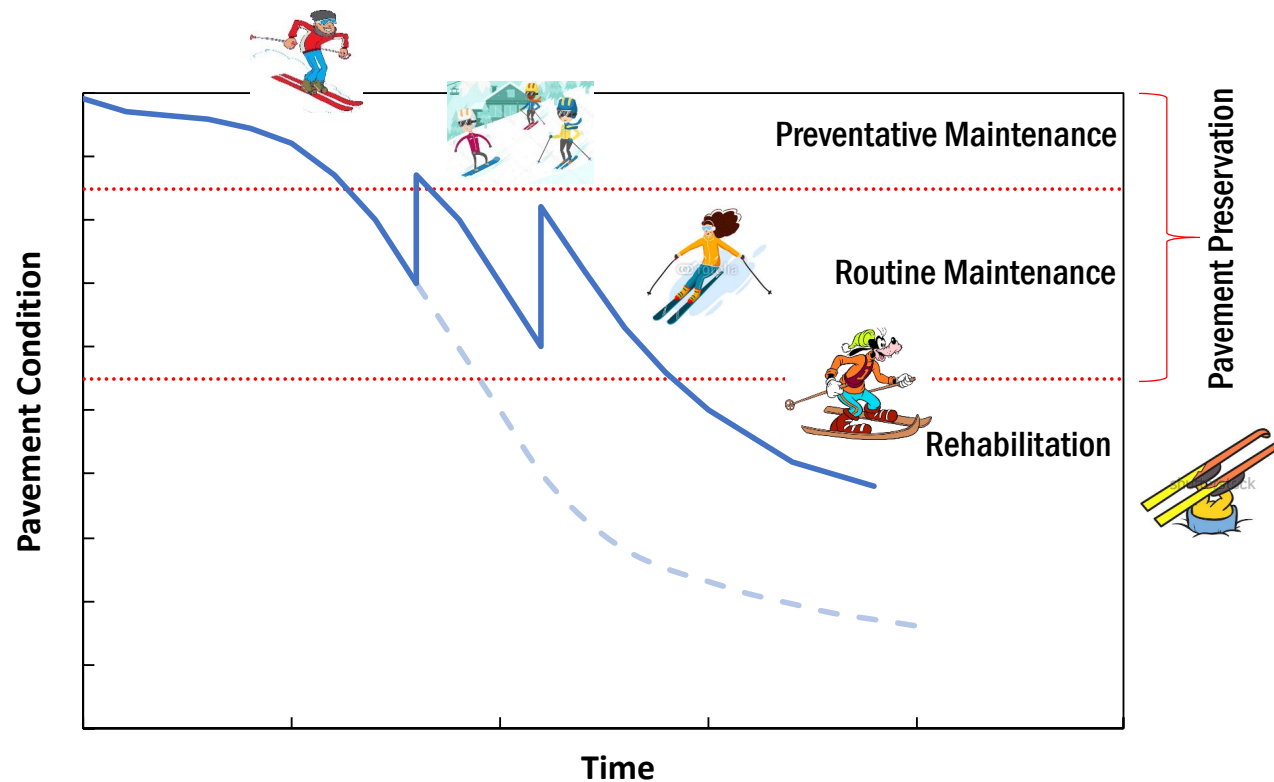
Engineering & Environmental Services

Importance of Preservation & Maintenance

It's just like skiing....



Importance of Preservation & Maintenance





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Pavement Preservation Treatments

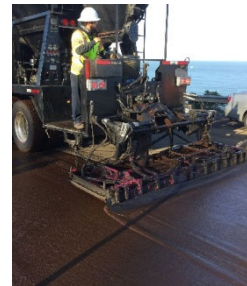
Crack Seal



Scrub Seal



Microsurfacing



Cape Seal



Fog Seal



Slurry Seal



Chip Seal



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Pavement Rehabilitation & Reconstruction

Mill & AC Overlay



Full-Depth Reclamation



Reconstruction



Engineering & Environmental Services



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Winning Strategy

The key to maximizing pavement life and quality is...

“place the **right treatment**

on the **right road**

at the **right time.**”

-Larry Galehouse

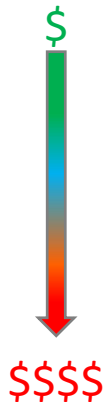
Former Director of National Center for
Pavement Preservation at Michigan State
University

Engineering & Environmental Services

Example Treatment Selection Matrix

- Planning & budgeting tool using typical city treatments
- Treatments vary by street classification and condition
- Based on local experience and unit costs
- Input to StreetSaver[®]

Condition Category	PCI Range	Treatment Category	Functional Classification / Unit Cost					
			Arterial	Est. Cost (\$/SY)	Collector	Est. Cost (\$/SY)	Residential	Est. Cost (\$/SY)
I	90-100	Seal	Seal Cracks	\$1.00	Seal Cracks	\$1.00	Seal Cracks	\$1.00
	70-89	Light Maintenance	Fog Seal	\$1.40	Fog Seal/TRMSS w/ 1% BR	\$1.40	Fog Seal/HAS w/ 1% BR	\$2.20
II	50-69 (Non-Load)	Heavy Maintenance	Slurry/Microsurfacing w/ 1% BR	\$4.20	Slurry w/ 1% BR or Liquid Road w/ 1% BR	\$4.20	Slurry w/ 1% BR	\$4.00
III	50-69 (Load)	Light Rehab	Ultra Thin Bonded Wearing Course w/ 7% BR	\$14.30	Chip/Scrub with Surface Seal w/ 5% BR	\$10.80	Chip/Scrub with Surface Seal w/ 5% BR	\$9.70
IV	25-49	Heavy Rehab	3" Mill and Repave w/ 10% BR	\$27.30	2" Mill and Repave w/10% BR	\$26.20	Chip/Scrub with Surface Seal w/ 10% BR	\$12.60
V	0-24	Reconstruct	Reconstruction 5"AC/9"AB or FDR w/ 4" AC	\$109.60	Reconstruction 4"AC/6"AB or FDR w/ 3" AC	\$83.90	Double Chip w/ 20% BR or 3" Mill and Repave w /10% BR	\$26.50



Verify conditions in the field – appropriate treatment may be different.

Importance of the ...right treatment, ...right time, ...right road

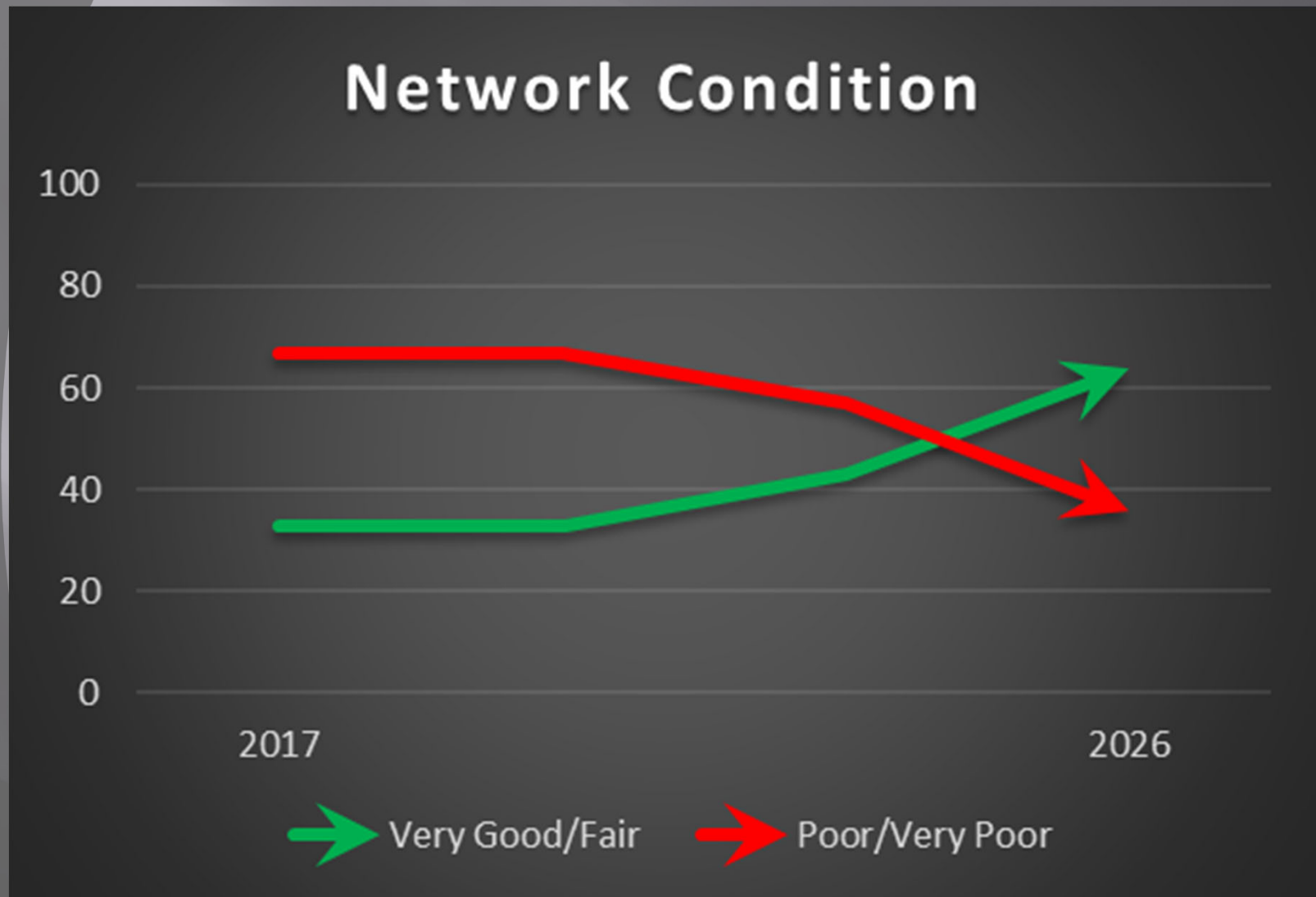
- Treatment appropriately addresses pavement distress
- Efficient use of funds - not overspending/underspending
 - Maximize coverage across the City
 - Improve network condition
- Biggest benefit to residents



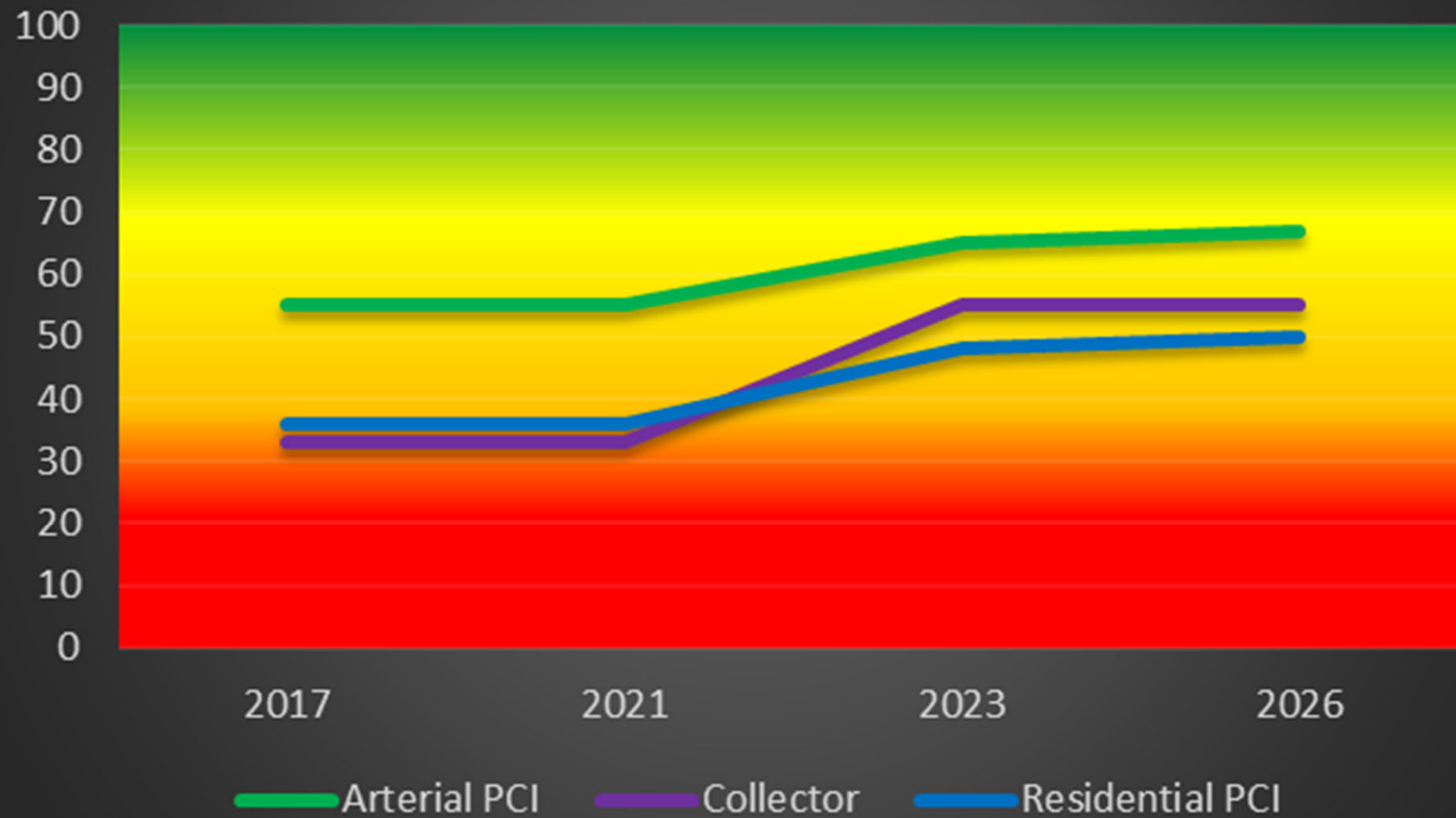
Funding and Results

- **\$50 million in General Funds committed by Council**
 - **\$5 million redirected to Flying Fortress**
- **Just over \$23 Million Expended for preservation projects to date**
- **Approximately 13% ahead of projections, totaling \$3 million**

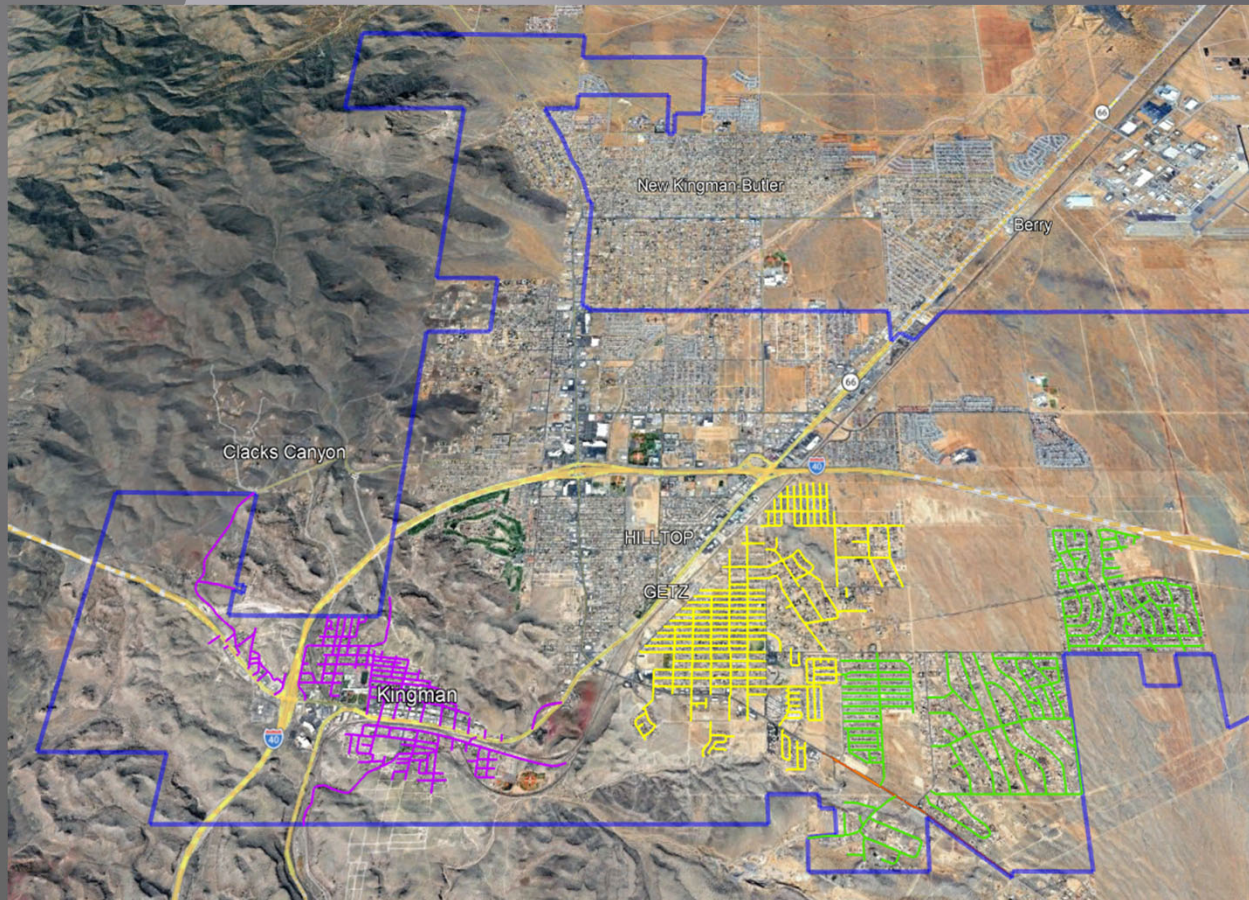
Results...



PCI by Functional Class



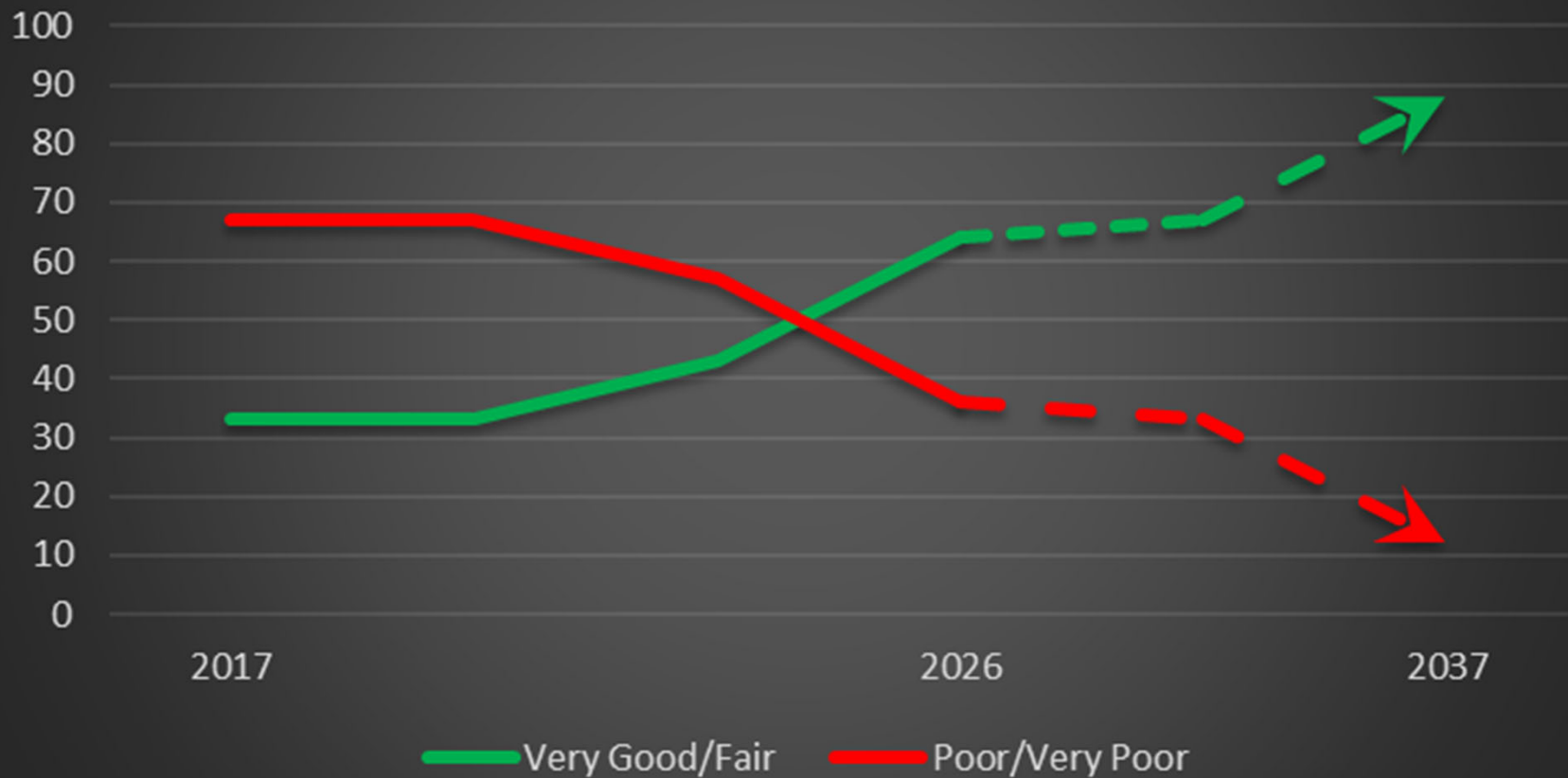
FY26 and FY27 Projects



- Spring FY26
District 4 (Yellow)
- Fall FY27
District 5 (Green)
- Spring FY27
District 6 (Purple)

Continued Improvement

Projected Network Conditions





Questions?



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Tim Walsh

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Legislative Update

SUMMARY:
City lobbyist Tom Dorn will provide the Council with an update.



CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Mike Garmon

MEETING DATE: February 17, 2026

AGENDA SUBJECT: Report to Council on Walleck Ranch Stormwater Retention Basin

SUMMARY:

This is a presentation to Council regarding the stormwater basin at Walleck Ranch that will not drain completely empty.

STAFF RECOMMENDATION:

None

ATTACHMENTS:

[WalleckRanchStormwaterBasin_CouncilPresentation.pdf](#)



Walleck Ranch

Stormwater Retention Basin

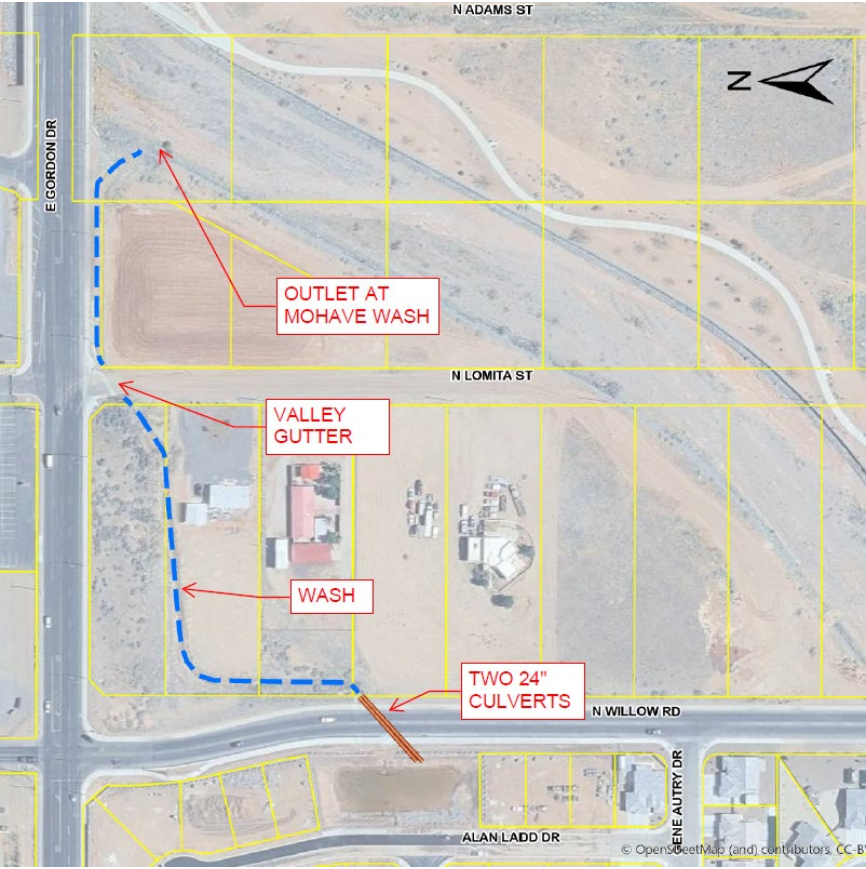
CITY COUNCIL MEETING

FEBRUARY 17, 2026

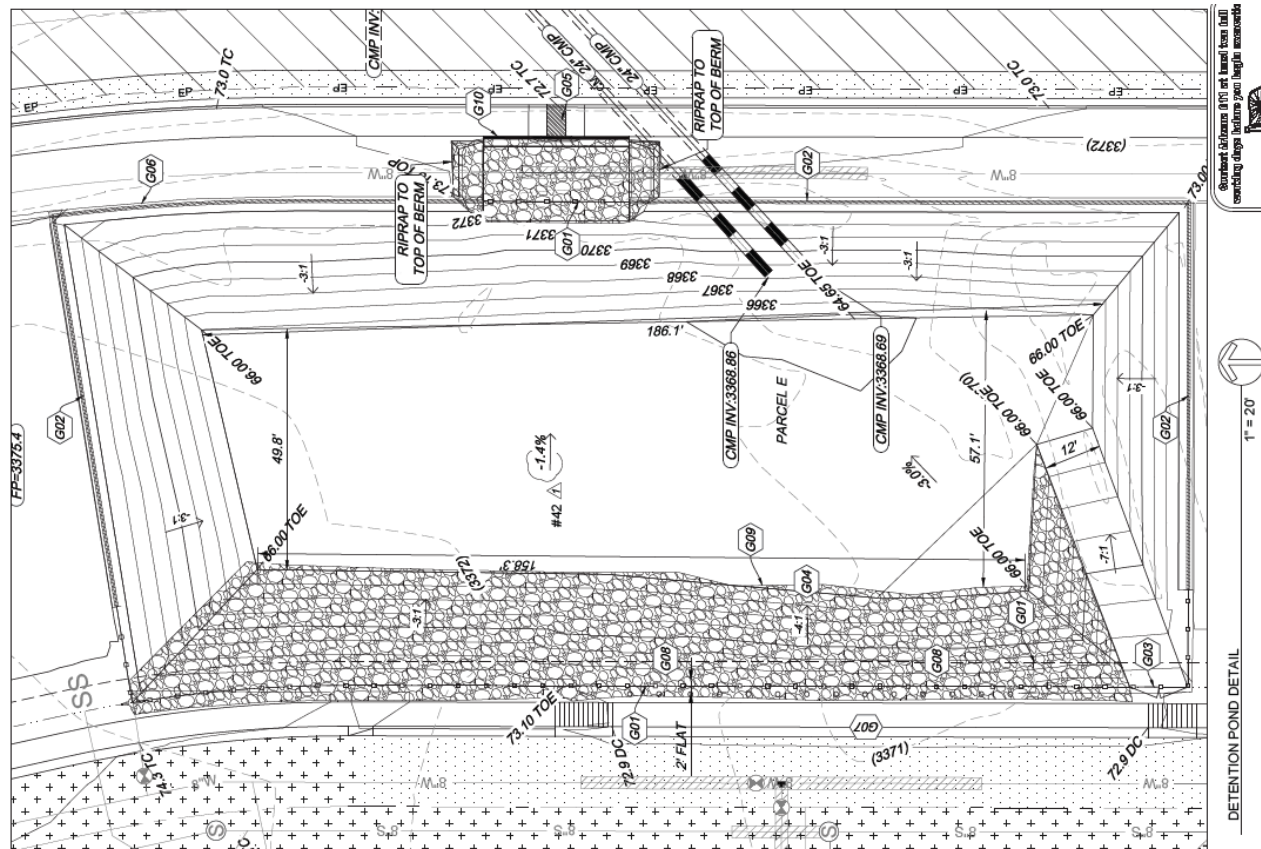
Walleck Ranch Stormwater Basin



BASIN OUTLET

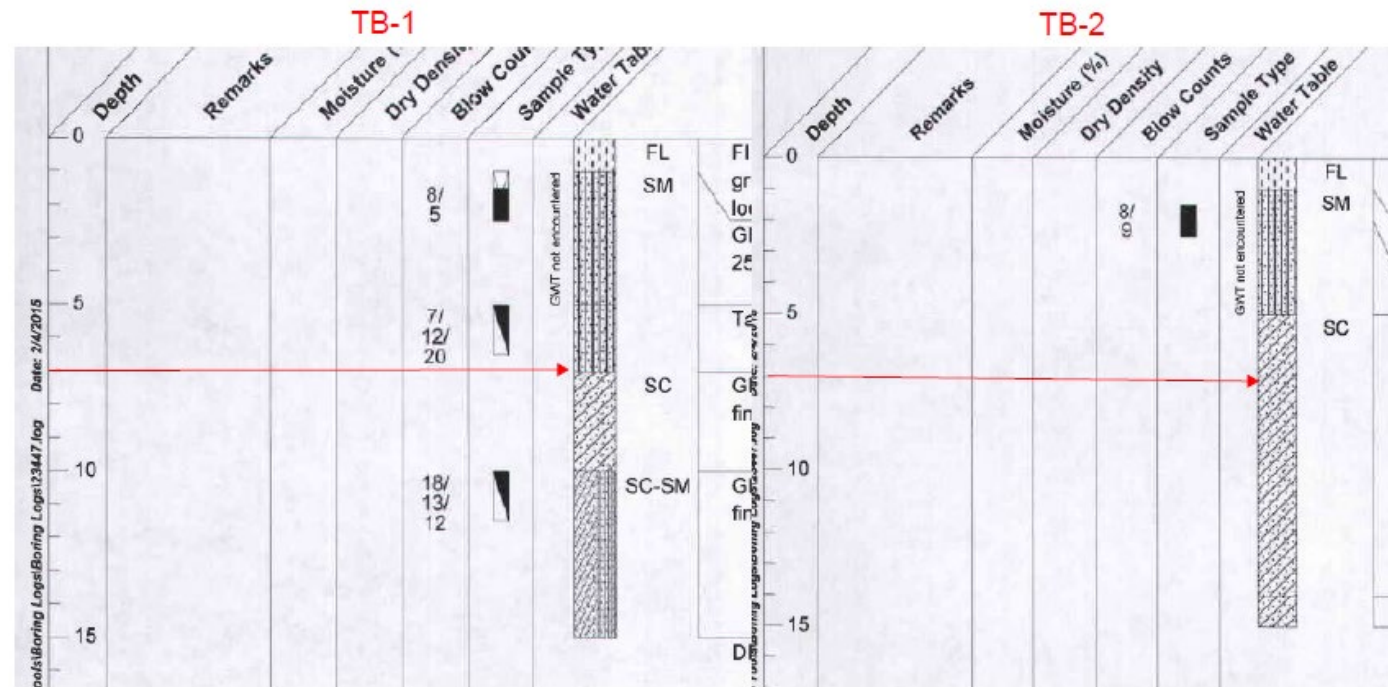
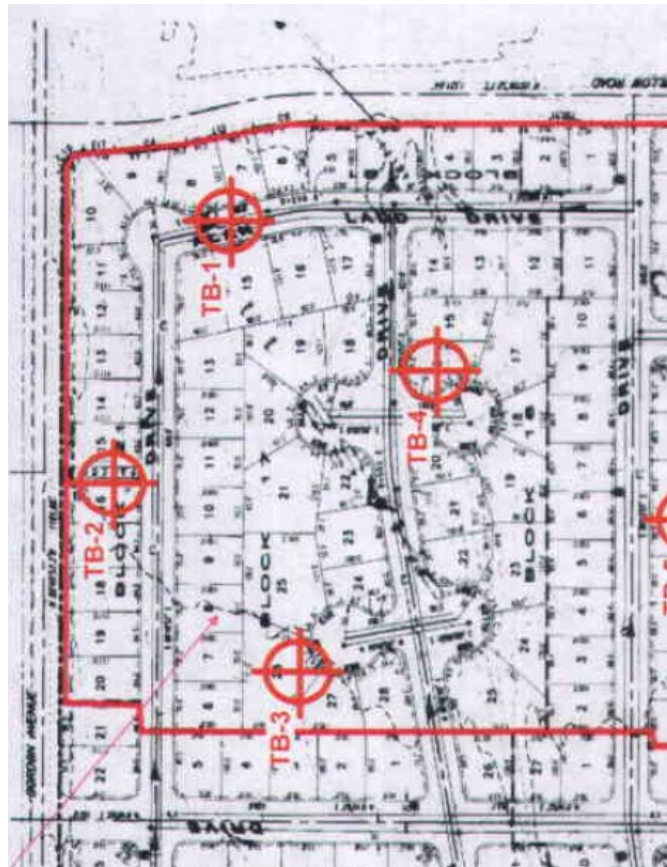


BASIN DETAILS

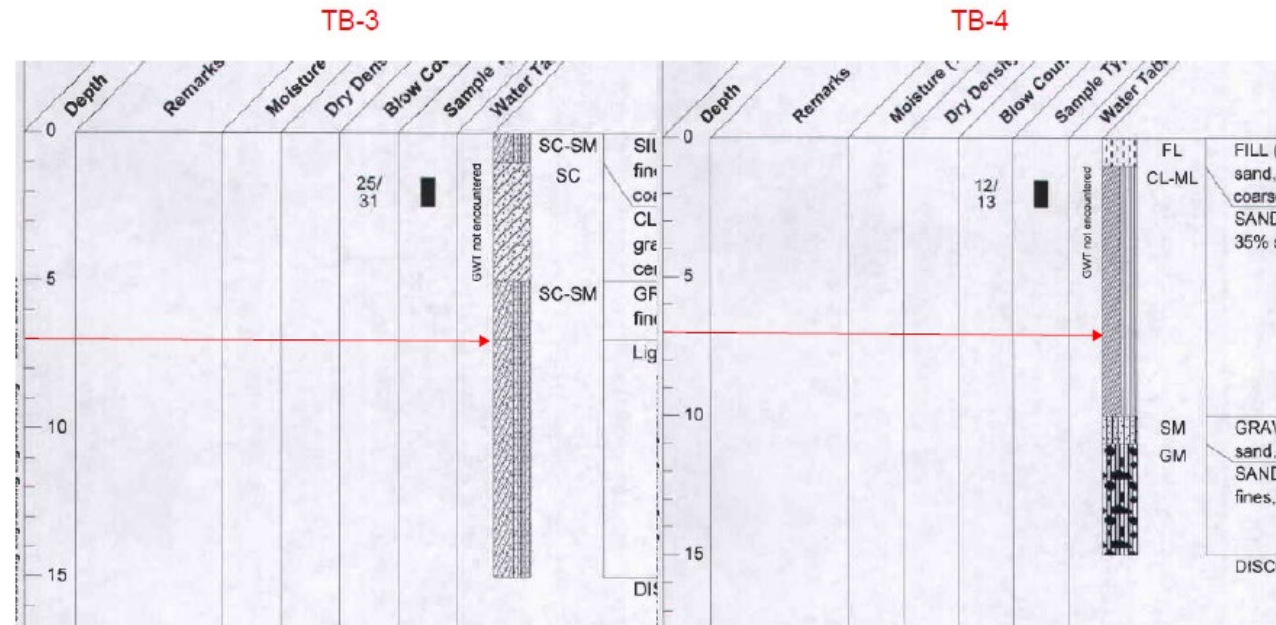
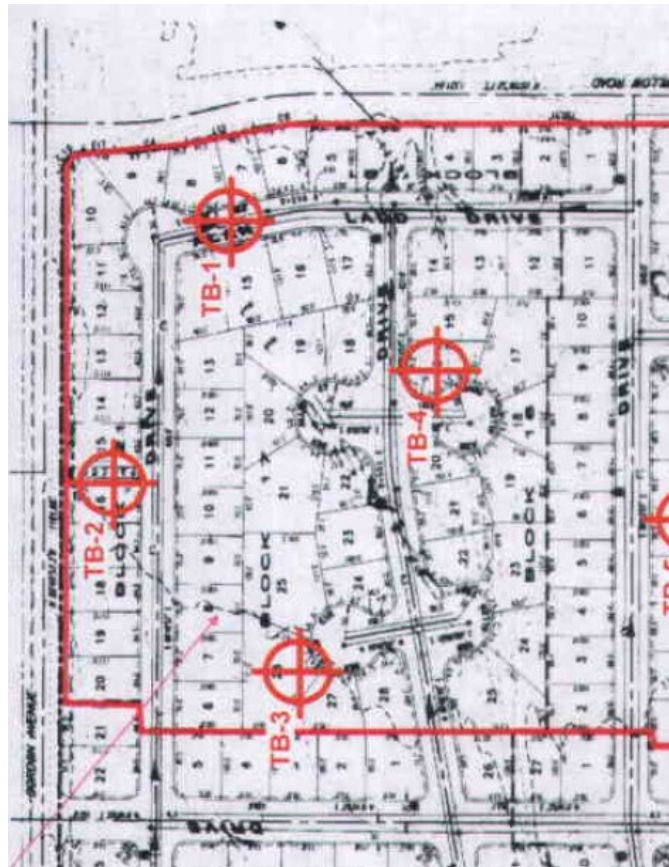


- CULVERTS ARE ABOUT 4 FEET DEEP
- BASIN BOTTOM IS 3 FEET DEEPER

BASIN SOIL PROPERTIES



BASIN SOIL PROPERTIES



SC - CLAYEY SAND
CL - SILTY CLAY



SOLUTIONS

- PUMPING – AS NEEDED USING A TRASH PUMP OR INSTALL A PERMANENT PUMP (HIGH MAINTENANCE)
- DRY WELL – COMMON PRACTICE, ONLY A FEW QUALIFIED CONTRACTORS, INEFFECTIVE IF CLOGGED
- DO A PROJECT – PROVIDE LOW LEVEL OUTLET (BLEEDER PIPE) AND DEEPEN WASH. EXPENSIVE; NEED LAND.

QUESTIONS?





CITY OF KINGMAN COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Mike Garmon

MEETING DATE: February 17, 2026

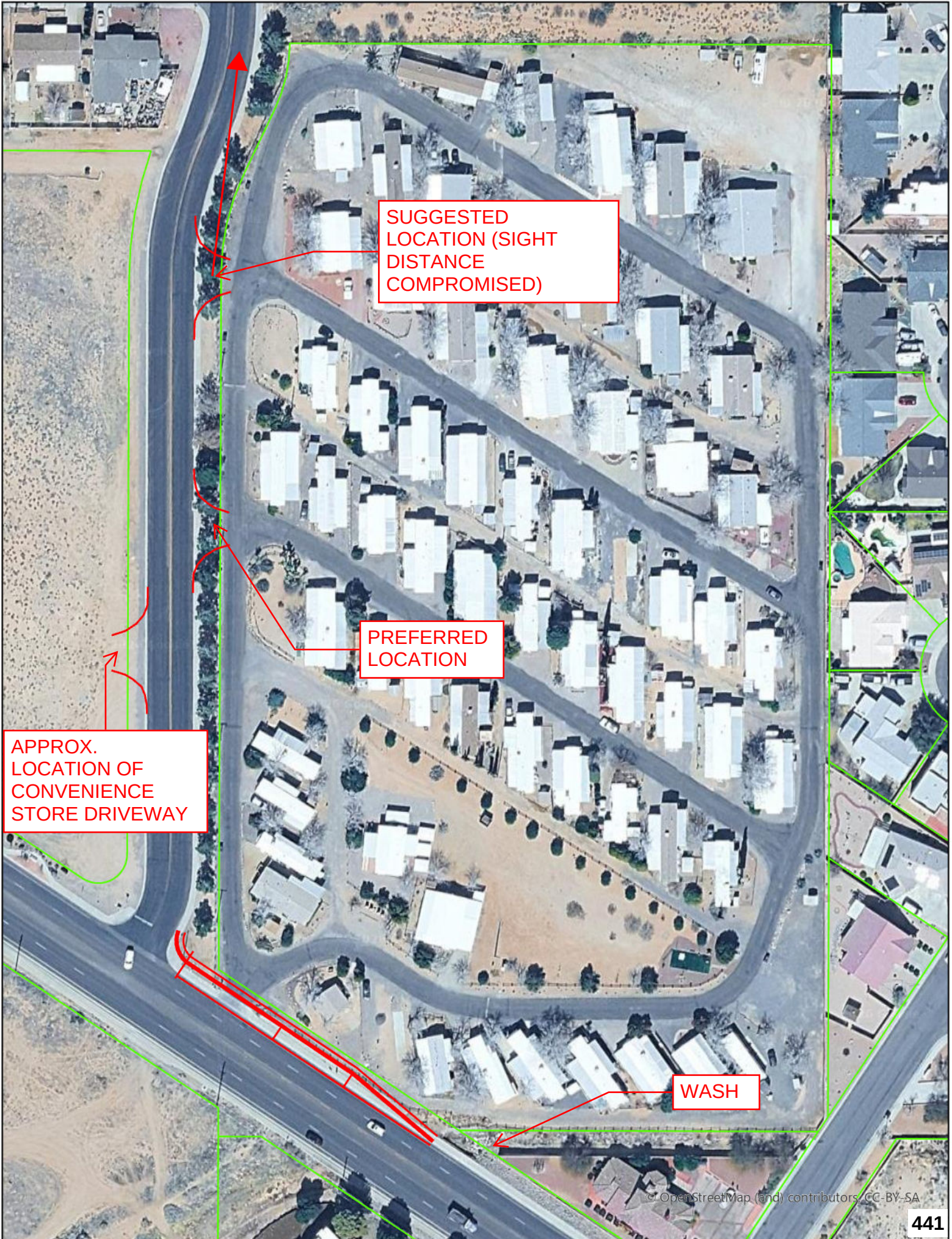
AGENDA SUBJECT: Department Report Concerning the Relocation of the Mesa Verde Mobile Home Park Driveway Entrance

SUMMARY:

This report was requested in response to a resident inquiry.

ATTACHMENTS:

[MesaVerdeDriveway.pdf](#)



SUGGESTED
LOCATION (SIGHT
DISTANCE
COMPROMISED)

PREFERRED
LOCATION

APPROX.
LOCATION OF
CONVENIENCE
STORE DRIVEWAY

WASH