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

5:00 PM **AGENDA** **Tuesday, September 15, 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. **PRESENTATIONS**

   a. **Kingman Youth Advisory Council Update**

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. **Work Session Meeting Minutes of September 1, 2026**

   b. **Regular Meeting Minutes of September 1, 2026**

   c. **Authorization to Purchase A New Tractor Loader For Airport Operations**

This agenda item is for consideration and approval for the purchase of a new tractor loader. The existing unit is a compact utility tractor used for general grounds and runway maintenance. The existing unit has exceeded its anticipated lifespan and is now due for replacement. This purchase will be made utilizing the Sourcewell Contract #011723-JDC at a cost of $131,982.96. This is an approved purchase in the FY27 Adopted Budget and 5-Year Capital Improvement Plan. The budgeted amount is $200,000. There will be a fiscal impact of $131,982.96 to the Airport Capital Projects Fund. **Staff recommends approval.**

d. **Approval of Job Order Contract for Mill and Fill on a Portion of Airway Avenue**

This agenda item requests approval of a Job Order Contract to perform pavement preservation on Airway Avenue between Andy Devine Avenue and Rutherford Street. The completed roadway will also include bike lanes throughout the asphalt replacement limits. The project was budgeted as part of the City's ongoing FY27 pavement preservation efforts. The fiscal impact is $1,258,059.97 and will be paid from the Highway Users Revenue Fund (HURF). **Staff recommends approval.**

e. **Acceptance of Right-of-Way Triangle Dedication at the Southwest Corner of Flying Fortress Parkway and Lamar Road Intersection**

In order to build the curb returns at Lamar Road, a small right-of-way corner area was needed at the Southwest corner of the intersection. The property owner donated this area to the City of Kingman so the Lamar Road curb returns could be included in the current Flying Fortress Parkway construction project. **Staff recommends approval.**

f. **Approval of Request for Off-Track Pari-Mutuel Wagering License/Permit**

Applicant David Johnson of Turf Paradise is requesting Council approval of an off-track pari-mutuel wagering license/permit for Cerbat Lanes, located at 3631 Stockton Hill Rd., valid through June 30, 2028. **Staff recommends approval.**

g. **Contract for Lead Copper Rule Revisions (LCRR) Field Verifications Phase 4**

This agenda item is for consideration and approval of a Job Order Contract with Kincheloe Construction to complete service-line verification in accordance with the federally mandated Lead and Copper Rule Revisions. The contract will provide field investigation services at various locations where service-line materials have not been confirmed. This work will allow the City to physically verify and document pipe materials and update its service-line inventory. The service-line inventory is required by the U.S. Environmental Protection Agency and administered in Arizona in coordination with the Arizona Department of Environmental Quality. **Staff recommends approval.**

h. **Approval of Resolution No. 5639- Accepting a Sanitary Sewer Easement for the Offsite Sewer Related to the Hualapai's Edge Subdivision**

The Hualapai's Edge subdivision will discharge to a new sewer line that crosses private property between Louise Avenue and Clay Springs Avenue. A sewer line easement is required for the portion of the sewer that crosses private property owned by Rancho Santa Fe Inc., as shown on Exhibit A. **Staff recommends approval.**

i. **Kingman Municipal Airport Rehabilitation of Three Airfield Entrance Driveways**

This agenda item is for consideration and approval to reconstruct 3 driveways providing access to the airfield at Kingman Airport. Three airfield entrance driveways at the Kingman Municipal Airport are raveling, creating a foreign object debris (F.O.D.) risk that could damage aircraft propellers. The City has received multiple requests from tenants and a recommendation from the Airport and Industrial Park Advisory Commission to rehabilitate three airfield entrance driveways. This is an approved project in the FY2026-27 Adopted Budget with a budget of $250,000 in the Airport Capital Projects Fund. This proposal is for an amount not to exceed $246,565. **Staff recommends approval.**

j. MSTEPP Reprogram Request for Use of Opioid Settlement Grants Funds

At the October 21, 2025 Council Meeting, Council approved the award of five (5) proposals that were submitted in response to a formal solicitation for the use of the City's Opioid Settlement Grant funds. As part of that award, Mohave Substance Treatment Education Prevention Partnership (MSTEPP) was approved for $25,000 of the opioid funding to be used for outreach, supplies and materials, and Other-Contracts/Rentals. Due to a low participation rate in the $8,000 awarded for the purpose of providing scholarships to underprivileged youth, MSTEPP is requesting $3,000 of these funds to be reprogrammed to cover the costs of travel for two (2) MSTEPP Youth Coalition members to attend the Community Anti-Drug Coalitions of America (CADCA) National Forum on February 1st -5th in Washington, D.C. There is no fiscal impact to this reprogramming request. **Staff recommends approval.**

k. Purchase Crack Seal Rubber for FY27 Residential Crack Seal Activities

This item is for Council consideration and approval to purchase crack-seal rubber for use in Residential Districts 5 and 6 in preparation for spring chip-seal work. The attached quote is for material only, which will be applied by City forces. Crack-seal material will be applied during the current fiscal year, with chip-seal work in Residential Districts 5 and 6 is scheduled for the spring of FY27. This purchase will utilize the Arizona State Cooperative Contract CTR066732. The total fiscal impact for the material will be $217,697.30 and will be paid from the Highway Users Revenue Fund (HURF). This is an approved purchase in the FY2026-27 Adopted Budget and 5-Year Capital Improvement Plan. **Staff recommends approval.**

l. Resolution No.5641- Intergovernmental Agreement between the City of Kingman and Lake Havasu City to Collaborate in the Utilization of a New SAMHSA Grant to Benefit the Veterans Treatment Court

The Kingman Veterans Treatment Court will collaborate with the Lake Havasu City Veterans Treatment Court to participate in the new SAMHSA grant beginning October 1, 2026. The Kingman Veterans Treatment Court is currently working in partnership with the Lake Havasu City Veterans Treatment Court through an existing grant that expires on September 30, 2026. The continuation of this partnership through the new SAMHSA grant will allow both courts to build upon the work and successes of the existing program while ensuring that veterans in our communities continue to receive the services and support they need. The grant will be used to reimburse the City of Kingman, Lake Havasu City and Bullhead City for expenses incurred in providing counseling and testing for veterans. The total grant award is $295,429 for the first year and $283,429 for each of the next four years (subject to funding availability). **Staff recommends approval.**

m. Airport Transient Apron Design Phase Federal Aviation Administration Grant Offer

The first item for consideration and approval is to continue to accept Federal funds for the design phase of the Kingman Municipal Airport Transient Apron Rehabilitation under IGM-WPG-3-04-0021-039-2026-Grant Agreement, which was executed on August 31, 2026. This Grant is the Federal Aviation Administration Share of 95% of the budgeted project cost. The other 5% of the project's cost will be split between the Arizona Department of Transportation and the City. There will be a fiscal impact of $6,397 to the Airport Fund. **Staff recommends approval.**

n. Authorization to Execute C&S Authorization of Services No. 6

This item is for consideration and approval for the execution of Authorization of Services Number 6 for C&S Engineering Services for the design of the Transient Apron rehab project of 132,000 square yards of the apron. This item is required along with the IGM-W G-3-04-0021-039-2026-Grant Agreement to apply for and receive the Arizona Department of Transportation grant for a project share of 2.5%. The overall design cost is $247,921 which is mostly grant funded. A local match of $6,397 will be required which will impact the Airport Fund. **Staff recommends approval.**

o. Fee Waiver Request for the Kingman Route 66 Street Drags Event October 8-11, 2026

The Kingman Route 66 Street Drags team has requested approval of a fee waiver for the upcoming Route 66 Street Drags event scheduled for October 8–11, 2026. The requested fee waiver includes $1,530.00 for Lewis Kingman Park Reservation fees and $5,670 for delivery and pickup of bleachers for the event. The total amount requested to be waived is $7,200.00. **Staff recommends approval.**

p. Approval of Resolution No. 5638 - Declaring City of Kingman Street and Sidewalk Development Rules dated January 5, 2018 and proposed amendment, is Filed with the City Clerk as a Public Record

Declaration of a public record via Resolution No. 5638 allows the amended City Street and Sidewalk Rules Ordinance No. 1996 to be adopted by reference. **Staff recommends approval.**

4. ACTION ITEMS

a. Ordinance No. 1996- Amending the City Street Regulations to Require and Establish Standards for Street Lighting Associated with New Development and Street Improvements

Approval of Ordinance 1996, amends the City Street Regulations to establish standards for street lighting associated with new development and street improvements identifying when lighting is required. Currently regulations establish that Council may require lighting as part of a developments approval. Recent legislative changes have made many development approvals an administrative function, thus not coming before Council. These amendments clearly establish when lighting is to be required. **Staff recommends approval.**

b. Approval of the Proposed City of Kingman 75th Anniversary Celebration Plan

and Sponsorship Program

Staff has begun planning for the City of Kingman's 75th Anniversary Celebration, scheduled for January 21, 2027, from 5:00 p.m. to 8:00 p.m. A proposed event framework has been developed that includes several options for the main event attraction, along with historical displays, City department participation, family activities, food, community recognition, contests, and other anniversary-themed programming. To help offset the costs associated with the celebration, staff has also developed a proposed sponsorship program with opportunities ranging from $250 to $5,000. The program would allow staff to actively solicit sponsorships from local businesses, organizations, and community partners interested in supporting the City's 75th Anniversary Celebration. **Staff Requests Council to review and approve the proposed event planning direction, select a preferred main event option, approve the proposed sponsorship program, and authorize staff to solicit sponsorships for the celebration.**

c. Approval of the City of Kingman's 75th Anniversary Commemorative Seal for Use on Marketing and Promotional Materials Throughout 2027

In recognition of the City of Kingman's 75th Anniversary, staff has developed a commemorative seal to be incorporated into appropriate City-related materials during calendar year 2027, including printed publications, marketing materials, email signatures, the City website, social media and other digital communications. Use of the seal will recognize the anniversary throughout the year and provide consistent branding across City publications and communications. **Staff recommends approval.**

5. DEPARTMENT REPORTS

a. Department Report Regarding Detention and Retention Basins

6. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

7. 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:	September 15, 2026
AGENDA SUBJECT:	Invocation will be given by Pastor Toni Henry of Kingman Nazarene Church

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CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Annie Meredith
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Kingman Youth Advisory Council Update

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Annie Meredith
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Work Session Meeting Minutes of September 1, 2026

ATTACHMENTS:
Minutes_2026_09_01 ws Golf Course.pdf

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

3:00 PM **MINUTES** **Tuesday, September 1, 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

Vice Mayor Sammeli called the meeting to order at 3:00 P.M., and roll call was taken. All Councilmembers were present. Mayor Watkins 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. Golf Course Marketing Report by James Keagan

JJ Keagan will be reporting on the completion of The Golf Course Marketing Report with the Mayor and Council.

City Manager Tim Walsh stated that JJ Keegan from JJ Keegan+ will share a presentation. He said Mr. Keegan has done a large amount of work researching the Golf Course to provide some great recommendations.

Vice Mayor Sammeli reminded everyone to make it informal and interactive.

Mr. Keegan said he is looking for tonight to be a workshop of give and take to make sure the Council has a firm understanding of the operation of the Golf Course. He stated he provided them a 161-page strategic plan, a 36-slide presentation, 11 pages on key findings & recommendations, and 2 pages on the cliff notes. He shared a presentation on his findings. He stated they are losing half a million dollars a year with deferred capital of $11 million that should have been invested, and the 1994 irrigation

system is critical. He said the Golf team has done an amazing job in maintaining the course, but they have spent over $200,000 this year on irrigation leaks.

Councilmember Stehly said it is a misnomer that the irrigation system has been in place since 1994. She asked how much of the system has been replaced since 1994.

Golf Superintendent Patrick Friend said he doesn't have an exact linear foot measurement, but shared they replace 20 feet when 12 inches of pipe bursts on the golf course. He stated they have been replacing those and isolation valves to help when something breaks to help reduce cost. He said he could get the Council an exact figure.

Councilmember Stehly asked if there are still heads left from 1994.

Mr. Friend said yes.

Councilmember Stehly asked how many.

Mr. Friend said 32-35% of the sprinkler heads left in the ground. He reminded the Council that the additional nine holes were added in 1994, and they have more problems in the areas from the 50s.

Councilmember Stehly asked if they are suggesting to dig up the irrigation and start fresh.

Mr. Friend said that would be a completely new system and would include a holding pond, pump stations, fault sensors, and polyurethane (PE) pipe. He shared they could drive a tank over the PE pipe, and it won't break.

Councilmember Savage asked if the golf course uses reclaimed water.

Mr. Friend said no, they do not have access to reclaimed water.

Councilmember Savage asked if it would be something that is possible.

Mr. Friend said not that he is aware of. He stated he knows it has been researched in the past.

Parks & Recreation Director Mike Meersman said when he started, they talked about it taking $3 million to get it piped back to the Golf Course from the treatment plants. He stated that is when they decided to start injecting it in the ground. He said they have been pumping it if they are able to get it back there.

Mr. Walsh shared the three options they looked at.

Mr. Keegan shared his background and accomplishments. He explained his agenda today, from where the City began and ending with the path forward. He said they look at seven factors during the evaluation process. He said the Golf Course is in a great location in Kingman and shared that they received 900 completed surveys. He explained the strengths, weaknesses, opportunities, and threats.

Councilmember Savage asked if Laughlin Ranch was private.

Mr. Keegan said it is private. He stated it is a daily-fee operator that is doing the real estate development. He said their clubhouse is exceptional and their golf course is of a championship caliber with stunning views.

Councilmember Savage asked if there were HOA dues to help with it.

Mr. Keegan said yes. He stated they have the ability to buy annual passes and annual cart passes if they are residents of the community.

Vice Mayor Sammeli said the Fireman's Golf Tournament wasn't solely because of the discount but cause of the course condition. She asked if he factored in the temperatures when he did a comparison with some of the surrounding golf courses with playable days.

Mr. Keegan explained a National definition they use to deem a playable day: temperatures from 45 to 95 degrees with less than 2/10 of an inch of rain with less than 18 miles an hour of wind speed. He said that he has a chart coming up covering the playable days. He continued with his presentation on the national perspective. He said he feels for Kingman not having a primary property tax and the additional work the finance team does. He stated the demand versus supply is around 293% and shared that Cerbat Cliffs is the only golf course within a ten-mile radius. He shared the demographics of residents who live here, with a population of about 63,000 and an average income of $85,000. He stated they are sitting on a $566,000 gap, worth about $30 per round.

Councilmember Stehly asked if he could break down the slide on solving the gap with a marketing plan. She asked if he could break down the marketing plan that the Council was looking for to help increase revenues.

Mr. Keegan said he thinks it is Chapter 9. He continued with his presentation on the technology constraint beneath everything. He said the golf department started collecting the names of all the golfers, and the system will start sending coupons to golfers they haven't seen in a while. He explained the barter arrangement and the booking window. He shared the financial performance to cover the revenue grew from $860,000 to $1.6 million, yet the operating expenses are $2.14 million. He explained the five-year projection for FY27-31. He shared pictures from the golf course to show some of the concerns they see. He said the water costs are up to $6.75 per thousand gallons for FY26 through May. He shared the capital requirements to cover the periods and amounts. He explained the scores from the survey to show marketing is low. He said the real leak in the bucket is season passes, residents, seniors, and veterans. He explained the breakdown of the people who completed the survey.

Vice Mayor Sammeli said she doesn't agree with it.

Mr. Keegan explained it is mathematically correct. He said it could be inflated by the 923 responses. He shared the information on what the average golfer makes in town.

Vice Mayor Sammeli said she still disagrees and that she knows the golfers.

Mr. Keegan said he has done this study nationally. He stated 57% stated they would join a clinic. He said the community asked to fix the bunkers and the merchandise the most, while the newsletters were rated the lowest. He said he would recommend retaining self-management. He shared four things for the Council to think about.

Vice Mayor Sammeli said she still disagrees.

Mr. Keegan said he stopped at KFC for lunch today, and not one person who was there eating was making more than $ 50,000. He stated that if you tour the town, you would get a sense of the net household income within the City. He said they didn't have to answer the income question and stated the distribution above $150,000 was slight. He said customer service and the layout were ranked first in the eight categories. He stated 2/3 said they would attend non-traditional programming and 57% said they would join clinics. He shared that the results said they should change the bunkers, merchandise, ranger program, season passes, beverage cart, and newsletter. He said they have a very talented staff. He recommended retaining self-management rather than privatizing since contract management would begin as an expense. He shared some items for the Council to consider and explained each of them.

Vice Mayor Sammeli said she has a question about the disparity between the non-reporting and reporting. She asked when there would be true figures they could rely on.

Mr. Keegan said the revenue is correct with the number the City has for rounds at $42,000. He stated 1,652 is correct.

Vice Mayor Sammeli said that is the number of rounds that were reported.

Mr. Keegan said there are discrepancies within the point-of-sale system but the revenue is accurate.

Vice Mayor Sammeli asked if the revenue has been vetted and verified.

Mr. Keegan said yes. He stated the expenses are vetted, and the net loss is $450,000. He said a POS should be set up by department, green fees, weekday, weekend, resident, and non-resident. He stated you would have carts, merchandise by each SKU, 80 different rates, type of golfer, time of golf, with over 298. He said the kits were never broken out in the POS system and didn't reallocate the kits to the right categories versus ringing them up individually through the point of sale system.

Vice Mayor Sammeli asked if they have the correct POS system.

Mr. Keegan said staff reconfigured the POS system after June 22nd so the reporting would be accurate this FY.

Vice Mayor Sammeli asked if all the buckets would be accurate this fiscal year.

Mr. Keegan said starting July, the buckets would be good. He stated they have a captured market here in Kingman, and barter doesn't work as a model. He said the Council needs to tell Mr. Walsh and Mr. Meersman what the financial goal is and want

them achieve. He stated if they adopt the FY27 rate cart and resolve the driving range partnership for the first five years.

Councilmember Savage asked if it was for the top range.

Mr. Keegan said yes.

Councilmember Stehly asked how many companies provide this type of service.

Mr. Keegan said Cover the Tee's is the leader in the golf industry. He stated the City could take the incremental revenue and not split it 50/50 for 5 years, and license the software for $47,000 from Top Tracer.

Councilmember Stehly asked if there were other companies that supply something similar.

Mr. Keegan said no. He stated Top Tracer is the number one being installed across the Country for this range of technology. He said the third decision is to commit to the capital sequence for the irrigation replacement. He shared the solvable-by rates and policy with implementation now and the not solvable-by rates.

Vice Mayor Sammeli asked if there was a policy for no-shows.

Mr. Hubbell said no.

Vice Mayor Sammeli asked if they track them.

Mr. Hubbell said no.

Mr. Keegan said the capital shortfall is $11 million. He shared some numbers to show what they could expect with the rate increases, no-show charges, POS software, dynamic pricing, and incremental range prices. He closed by saying that the City deserves a well-loved course whose founding infrastructure has reached the end of its useful life.

Councilmember Savage said he is concerned about quality of life and fundraisers not coming to Kingman. He said he agrees with the 90 days and the new POS. He stated the City is dealing with water leaks outside the golf course. He said he is on a four-year plan. He stated he met with Mike today and knew it wasn't realistic.

Mr. Keegan shared his goal and recommendations.

Councilmember Dykens asked what the benefit is to using the other 11 and if it would benefit the City.

Mr. Keegan said yes; one report would show.

Councilmember Dykens asked if the proper software is what he was talking about.

Mr. Keegan shared his background from 1994. He said the information would be

stunning.

Councilmember Dykens asked if Top Tracer would be for the range and it would be no costs to the City.

Mr. Keegan shared the costs would be $47,000 to the City. He said his advice would be to write the check and explained the reasons why.

Councilmember Dykens said he likes the concept of the credit cards and charging for no-shows. He asked if he would play the same amount if someone golfs in the morning.

Mr. Hubbell said the rate changes at 2 p.m. and booking in advance would charge the rate as well. He stated dynamic pricing would charge in advance.

Councilmember Stehly asked if Mr. Hubbell would be in charge of the rates.

Mr. Hubbell said no; he would provide input because Council makes the decisions.

Councilmember Stehly asked if dynamic pricing would only be set by time.

Mr. Hubbell shared how dynamic pricing would work.

Councilmember Stehly said it is more complex in the way other industries handle dynamic pricing and thought it would be a little bit more in-depth, where staff would be spending a lot of time figuring out the pricing.

Mr. Hubbell said the golf operation systems have a dynamic pricing option right now. He stated they could let it decide, or they could.

Vice Mayor Sammeli asked if they have a prime time fee.

Mr. Hubbell said no.

Vice Mayor Sammeli asked if they have prime time for annual passholders.

Mr. Hubbell said no.

Vice Mayor Sammeli said she doesn't know what the industry standards are and asked if he would agree that those are attractive times. She stated there is a certain time when golfers like to golf.

Mr. Hubbell said they are an early-morning golf course.

Vice Mayor Sammeli said she is hearing feedback that annual passholders are taking a lot of the prime time spots. She stated she wants to make sure there are available tee times for non-annual passholders.

Mr. Hubbell said there are two ways to look at prime time pricing.

Vice Mayor Sammeli said she is looking more seasonally.

Mr. Hubbell said the seasonal is when it is really hot, but Kingman isn't that hot.

Vice Mayor Sammeli said when they get too hot, they come to our Golf Course.

Mr. Hubbell said they will come to play when the other courses close for 4-6 weeks.

Vice Mayor Sammeli said she wants to capitalize on that opportunity.

Mr. Keegan shared that the season passes are highly undervalued at $1,250 for unlimited play and explained the calculations from Chapter Seven. He stated they could restrict them to a time of day if they didn't want to change the rates.

Councilmember Ward said it was a very thorough report. He stated they are getting hammered by the people that don't play golf. He said he is concerned about the City using assets from the residents when 1/10 golf.

Mr. Keegan said that is a valued judgment that each City Councilperson has to make. He stated his role is just to provide the financial data so they can make an informed decision.

Councilmember Walker said it was a good report and the Council had some big decisions to make.

Mr. Keegan said staff would appreciate the Council saying the financial target for FY27 is this deficit, and they could come back with a plan. He stated they did recommend the abolishment of the Golf Commission because their role is to listen, not to direct or demand. He provided a suggestion that staff meet with golfers quarterly.

Vice Mayor Sammeli said she disagrees with him and thinks the structure needs to be different and manipulated a little bit so that the Council gives them more autonomy to speak up.

Mr. Keegan said the Commission is a waste of time and he disagrees.

Councilmember Stehly said it is a great report but feels like it is a bait and switch. She stated they were trying to get more golfers with this marketing plan, but they have a report that they need to spend $11 million. She said the community doesn't want to spend money on the golf course and doesn't feel they should go back on it. She stated there are some good suggestions to increase revenues but thinks they need to consider an enterprise fund. She said she would like an RFP to go out for someone to run the golf course.

Vice Mayor Sammeli said she would like the golf staff to bring something back to Council with what they could achieve in one of the meetings in October in the next 12-24 months. She stated she was hoping for a different marketing plan with action items.

Mr. Keegan said the directive from the RFP was one paragraph on marketing out of 32 pages.

Vice Mayor Sammeli said shame on them cause she thought they were clear. She stated they wanted to see how to get the golf course to make money and get it to revenue neutral.

Mr. Keegan said they have a plan that will generate the revenue and the existing demand within the City. He stated they are now capturing the customer names in an email database, and marketing can occur. He said billboards on a highway would not help.

Vice Mayor Sammeli said she is concerned after they all had a very engaging conversation with him and not even some of it made it in the report. She stated she is looking at golf packages, dynamic pricing, and components to book out. She said she wants to see some of the attractors to the community and how they are going to entice people to play. She stated she doesn't believe in billboards on the interstates and a little more high-level marketing than that.

Mr. Walsh said it became apparent that the City does have quite a bit of people golfing and more about where they are losing the money. He shared they received a lot of benefit from Mr. Keegan's work because he looked at areas where they are losing revenue.

Vice Mayor Sammeli said that, based on this information, staff can put together something that can be presented to Council.

ADJOURNMENT

Vice Mayor Sammeli adjourned the meeting at 4:20 P.M.

ADJOURNED at 4:20 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:

Annie Meredith
City Clerk

APPROVED:

Ken Watkins
Mayor

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

CERTIFICATE OF COUNCIL MINUTES

I, Tanya Fergueson, 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, September 1, 2026.

Tanya Fergueson, Deputy City Clerk and Recording Secretary

Date

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Annie Meredith
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Regular Meeting Minutes of September 1, 2026

ATTACHMENTS:
Minutes_2026_09_01.pdf

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

5:00 PM **MINUTES** **Tuesday, September 1, 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

Vice Mayor Sammeli called the meeting to order at 5:00 P.M., and roll call was taken. All Councilmembers were present. Mayor Watkins attended via Zoom.

INVOCATION

Invocation will be given by Pastor Jerry Dunn from Oak Street Baptist Church
Invocation was given by Pastor Denis Cronkright from College Park Baptist Church in Pastor Dunn's absence.

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. AWARDS/RECOGNITION

a. Proclamation-National Literacy Month

Vice Mayor Sammeli read the National Literacy Month Proclamation and presented it to a representative from the Kingman Area Literacy Program.

Yvonne Bonaroti addressed the Council to share that she has taken care of things like this and shared what their program does for the community. She stated they have 12 volunteers who give their time to 18 people who need help reading. She said they can take care of any age and shared a story about a senior whom they taught to read. She stated they even pay for someone needing a GED or help with electronics for education.

2. PRESENTATIONS

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.

Vice Mayor Sammeli asked if there was anyone signed up for call to the public.

Deputy City Clerk Tanya Fergueson advised that there was no one signed up to address the Council.

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. Regular Meeting Minutes of August 4, 2026

b. Approval of Change Order No. 1 for Traffic Signal Upgrades at Hualapai Mountain Road and Andy Devine Avenue

At their September 2, 2025, the City Council approved replacing the existing signal cabinet, signal ring conductors, and installing traffic detection cameras. During construction, City staff determined that the existing underground conduits have collapsed and the conductors cannot be removed. Change Order No. 1 will allow B&F Contracting to install new conduit utilizing directional boring and install the conductors needed to complete the project while maintaining signal operation. The fiscal impact of the change order is $62,853.62, bringing the revised project cost to $161,397.43, plus any applicable taxes. The project is funded through the Highway Users Revenue Fund. **Staff recommends approval.**

c. Amendment to Memorandum of Understanding with Kingman Terminal Railroad for CRISI Grant Application

At their June 16, 2026 meeting, the City Council approved a Memorandum of Understanding with Patriot Rail Company's Kingman Terminal Railroad (KGTR) for the submission of a Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant application to construct a second rail interchange at Kingman Municipal Airport and Industrial Park. The proposed amendment updates the project cost from $19,002,936 to $19,100,000 and revises the funding structure from 65% federal funding and a 35% non-federal match to approximately 60% federal funding and a 40% non-federal contribution. There will be a fiscal impact to the City of an additional $270 in matching funds and a $70,000 in-kind land

contribution. **Staff recommends approval.**

d. Approval of Change Order for FY26 Building Maintenance Vehicle Order

At their March 3, 2026 meeting, the City Council authorized the purchase of two Ford Transit 150 vans for the Building Maintenance Division at $106,752.08. Unfortunately the quote presented with the original approval did not include the requested General Contractor Package. The vehicles were ordered and built with the requested package, resulting in a actual total cost of $113,445.02. The requested change order is $6,692.94, or $3,346.47 per vehicle, and will be paid from the Building Maintenance Fund. **Staff recommends approval.**

e. Resolution No. 5636 - Adoption of Kingman Area Regional Transit 2026 Title VI Plan

This item is for consideration and approval of the City's updated Title VI Program. The Federal Transit Administration requires recipients of federal transit funding to maintain a comprehensive Title VI Program, update it every three years, and obtain approval from their governing board. Approval of the updated program will maintain the City's compliance with federal requirements and eligibility for federal transit funding. **Staff recommends approval.**

f. Approval of Amendment No. 1 for Sunrise Engineering Services for design services for the Taylor and Commercial Street Sewer Project

An agreement for professional services with Sunrise Engineering for the Design Concept Report for the Taylor and Commercial Street Sewer in the amount of $23,500 was approved by the City Manager on November 24, 2025. This proposed amendment is for the completion of the final design for this project at a cost of $81,200, bringing the total design cost to $104,700 and will be funded from the Wastewater Capital Renewal Fund. **Staff recommends approval.**

g. Authorization for the Mayor to Execute a 5-Year Agreement with Selectron Technologies to Continue Providing the Utility Billing's Interactive Voice Response (IVR) Service

The City of Kingman's utility billing customers have had the ability to make utility payments through Selectron Technologies' Interactive Voice Response (IVR) system since 2012. The technology supporting the City's existing IVR system is no longer supported by the vendor. As a result, an upgrade is necessary. Selectron Technologies has proposed an upgrade at a one-time cost of approx. $36,500. The annual maintenance fee following implementation is expected to be approximately $15,000. By entering into a 5-year agreement, Selectron Technologies will waive the first year's annual maintenance fee. This purchase will impact the Water Operating Fund. **Staff recommends approval.**

h. Approval of Requests to Waive Fees for Upcoming Community Events

Staff has received requests to provide the street closures and special event permits at no cost for the upcoming Halloween Bash (10/31/26), Veterans' Day Parade (11/14/2026), and Street of Lights Events (12/5/2026). These events are provided free of charge to the public. The proposed street closures are on Beale Street downtown. **Staff recommends approval.**

i. Approval of Amendment #1 to Professional Services Agreement with Huitt-Zollars for the Design of Improvements at the Intersection of Hualapai Mountain Road and Eastern Street

On September 16, 2025 the City Council approved a professional services contract with Huitt-Zollars in the amount of $85,100 for the design of the intersection of Hualapai Mountain Road and Eastern Street. The original design concept included a right turn lane from Hualapai Mountain Road onto Eastern Street and relocation of the existing Mesa Verde driveway from Hualapai Mountain Road to Eastern Street. During the course of the design, additional improvements not included in the original assumptions were identified, including accommodations for truck traffic, bike lanes and the change in location for the relocated entrance of the Mesa Verde property. The cost of the change order is $13,000 and will be funded from the Capital Projects Fund. **Staff recommends approval.**

j. Acceptance of Grant of Public Sidewalk from Mohave County

This item is the acceptance of a grant of an easement across Mohave County property adjacent to Sunshine Drive and Horizon Boulevard, totaling 28.13 sf, for a public sidewalk related to the new County morgue facility. **Staff recommends approval.**

k. Approval of Amendment to 4650 Flightline Drive Lease

At their May 20, 2025 meeting, the City Council approved the ground lease at 4650 Flightline Drive for the development of a hangar and related improvements. The lessee has requested a modification to the hangar currently under construction, adding a 16-foot-by-30-foot room on the east side of the structure. The existing lease area is sufficient to accommodate the additional building area; therefore, no changes to the legal description or other terms of the original lease are required. The amendment only revises Exhibit C, Development Plan (Minimum Improvements), to reflect the addition. **Staff recommends approval.**

l. Approval to Retain Gust Rosenfeld as Legal Representation for 9900 Flightline Drive Hazardous Waste Cleanup

The City previously engaged Gust Rosenfeld to provide legal representation and assist with mediation concerning the remediation and cleanup of Hangar A, located at 9900 Flightline Drive. Legal expenses are approaching the threshold requiring City Council approval. Staff is requesting authorization to continue the engagement with a total amount not to exceed $100,000 from the Airport Fund. **Staff recommends approval.**

m. Approval of Resolution No. 5637 - Release of Assurance and Termination of a Development Agreement for Pioneer Title Agency, Trust No. 9329 Eagle View II, Tract 1997-A & B

Resolution No 5637 facilitates the recording of a new property escrow agreement and maintenance covenant for the interim improvements associated with Wild Mesa Tract 6058 Phase A and will terminate the previously held escrow and development agreements dated April 5, 2022. **Staff recommends approval.**

n. Approval of Centennial Basketball Courts Rehabilitation

The basketball courts at Centennial Park are over 30 years old and are experiencing significant deterioration including large cracks and uneven surfaces. Working through a cooperative contract, staff received a quote to remove the existing basketball courts and construct two new basketball courts with striping for two basketball courts and four pickleball courts for a total cost of $183,052.94. This project was included in the approved FY2026-2027 Budget at $200,000 and will be funded by the Capital Projects Fund. The project will be completed by General Acrylics LLC. under Mohave Educational Services Contract #25l-GA13-0203. **Staff recommends approval.**

o. Approval of a Professional Services Agreement with Huitt-Zollars, Inc. for the Eastern Street Improvements Phase 2 Project

The City was appropriated $1.5M from the State for the construction of the next phase of Eastern Avenue. Staff received a proposal from Huitt-Zollars, Inc. for the design of the Eastern Street Improvements between Melody Street/Windsor Avenue and Calumet Avenue for a not to exceed price of $220,000. The approved FY2026-2027 Budget includes design for this project at $150,000. The difference is due to the initial budget estimate not anticipating surveying, nor a retention basin design that is now required by BNSF. The project is planned to by funded by the Capital Projects Fund and there is sufficient capacity. **Staff recommends approval.**

p. Approval of UniSource Energy Services Utility Easements Requests at the Airport

This agenda item is for consideration and approval of two utility easements at the Kingman Municipal Airport. Unisource Electric Services (UNS) is requesting two utility easements at the Kingman Municipal Airport in order to maintain service to existing customers and provide service to a new customer. **Staff recommends approval.**

q. Approval of Amendment No. 7 for Design of Flying Fortress Parkway Phase 3 Project (Contract #: ENG18-0052)

The amendment No.7 to the contract of ENG18-52 covers additional design work that is not included in the scope of work for Amendment No. 6 for the design of Flying Fortress Parkway Phase 3. This amendment also covers the future post-design cost for construction of FFP Phase 3. The cost of the amendment is $232,301 and will impact the I-11 E. Kingman Connection Project Fund. **Staff recommends approval.**

r. Approval of Amendment No. 1 to the Agreement with Bighorn Management Group for Construction Management Services for the Flying Fortress Parkway Project

Approval of Amendment No. 1 will increase the project management agreement from $298,650 to $398,179 for project construction management and inspection services associated with the Flying Fortress Parkway project. The increase is due to additional hours required by Bighorn Management to inspect during the extended work hours being performed by the Contractor to complete the project in

time for the interchange opening. The additional cost of $99,529 will be funded by the I-11 E. Kingman Connection Project Fund. **Staff recommends approval.**

s. Approval of Centennial Park Pickleball Court Expansion

In the FY2026-2027 Approved Budget, Council approved $170,000 for the demolition of the existing racquetball court structure at Centennial Park and the installation of two new pickleball courts. The project did not include fencing or lighting for the new courts. In preparing for the project staff identified significant use of the racquetball structure not previously accounted for, including use for warm ups for soccer, tennis and pickleball. Staff explored the possibility of keeping the structure and expanding the pickleball courts to the west of the existing courts. Quotes were received through Mohave County's existing Job Order Contract (JOC #2025-043-RFQ), Mohave Educational Services Contract (#25L-GAI3-0203), & Arizona Department of Administration (CTR069677) totaling $136,464.69 for two new pickleball courts including fencing, lighting and wind screens. **Staff recommends approval**.

Vice Mayor Sammeli asked if any member of council wanted to pull any items from the consent agenda for discussion.

Councilmember Dykens asked to pull Item L.

Councilmember Walker asked to pull Items K and P.

Vice Mayor Sammeli asked to pull Item I.

Councilmember Stehly made a MOTION to APPROVE the Consent Agenda with the exception of Items I, K, L, and P. Councilmember Ward SECONDED, and it was APPROVED by the following:

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

NAY: None

City Manager Tim Walsh said Item I is for a right-turn lane at Eastern and Hualapai Mountain Road. He stated they are working with some of the off-site properties to make it happen. He said the change order is because of increased development in the area, and Circle K had to participate with $147,000 toward the improvement and funding for the traffic signal as part of the permit process moving forward.

Vice Mayor Sammeli said this is why she asked to pull this item so the public knows it isn't a 100% burden to the City of Kingman.

Councilmember Dykens said he remembers there were going to be two ways in and out of the park and asked if they were both on Eastern.

Mr. Walsh said there was a right-turn addition turning onto Eastern as part of the design. He stated they are looking to move the RV park entrance onto Eastern and a

second entrance for emergency services off Eastern.

Vice Mayor Sammeli made a MOTION to APPROVE the Consent Agenda Item I. Councilmember Ward SECONDED, and it was APPROVED by the following:

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

NAY: None

Councilmember Walker said he needs to recuse himself from Item K.

Councilmember Ward made a MOTION to APPROVE the Consent Agenda Item K. Councilmember Stehly SECONDED, and it was APPROVED by the following:

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

NAY: None

ABSTAIN: Councilmember Walker

Councilmember Dykens said he pulled Item L because the latest information states this is complete and the City has spent $38,000 for the attorney. He stated he isn't opposed to going over the $50,000 limit, but he feels approving an amount not exceeding $100,000 is excessive. He said if they spent $38,000 towards the attorney's fees and they are almost done, he has a hard time believing they would spend $50,000.

Airport Manager Doug Breckenridge said the odds of them going beyond the $100,000 are slim, and they just put it in as a buffer if it continues to drag out. He stated it gives them the ability or option to keep pursuing this if need be.

Vice Mayor Sammeli asked if Councilmember Dykens had an alternative.

Councilmember Dykens said he would be in favor of changing it not to exceed $60,000 since it is almost double what they have spent up to this point. He stated if they are almost done, he doesn't think they should go as high as $100,000.

City Attorney Carl Cooper said whatever Council directs is fine. He stated they may need to come back as they get closer. He stated it is one of those situations where they are not exactly sure what is going to happen. He said if they need more direction or money, staff would have to come back to Council.

Councilmember Savage asked how long they have been on the project.

Mr. Breckenridge said since June.

Councilmember Savage asked how long until it is completed.

Mr. Breckenridge said there is no definite date. He shared that they just did a secondary

cleanup of the hangar, and they are waiting for the reports back to see if they are finished.

Councilmember Savage said he agrees that he would rather it come back to them rather than increase it. He stated going more than double is out of line. He said he is good with the $60,000 because they could always come back.

Councilmember Walker asked if there was anything that could bite them if they don't go to $100K now.

Mr. Cooper said he doesn't see any time frame specifically, but they will come back if they need more. He stated the cleanup is being funded by the prior, and this is just legal fees for an environmental lawyer.

Vice Mayor Sammeli said they are at $30,000 currently, and they have to come back to council after $50,000. She stated they still have a little room to get to that.

Councilmember Dykens said they should limit it to less than $100,000 since they are almost done. He stated he doesn't see going to $60,000 since it is doubling it.

Councilmember Dykens made a MOTION to APPROVE the Consent Agenda Item L with an amount not to exceed $60,000 from the Airport Fund. Councilmember Savage SECONDED, and it was APPROVED by the following:

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

NAY: None

Councilmember Walker said he needs to recuse himself from Item P.

Councilmember Savage made a MOTION to APPROVE the Consent Agenda Item P. Councilmember Dykens SECONDED, and it was APPROVED by the following:

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

NAY: None

ABSTAIN: Councilmember Walker

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

AYE:

NAY: None

5. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

There were no announcements.

6. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

Councilmember Savage said in light of what is going on at the Katherine Heidrich Center he would like to request a report of their finances from July 2025 through July 2026. He stated he would like to have the board appear before the Council as well.

Vice Mayor Sammeli said she would like a report from staff at the first meeting in October on action items from the Golf Course Marketing Plan that was provided to Council.

7. EXECUTIVE SESSION

a. FAA Land Release Negotiations

Staff requests that Council go into executive session pursuant to ARS 38-431.03(A)(4) to provide direction regarding the negotiation of the FAA land release.

Discussion and Possible Action

Councilmember Ward made a MOTION to ENTER into Executive Session. Councilmember Walker SECONDED, and it was APPROVED by the following:

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

NAY: None

Council entered into Executive Session at 5:25 p.m.

Council returned from Executive Session at 5:44 p.m.

Councilmember Ward made a MOTION to DIRECT STAFF moving forward as directed 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

ADJOURNMENT

Mayor Watkins adjourned the meeting at 5:45 P.M.

ADJOURNED at 5:45 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:

_____
Annie Meredith
City Clerk

APPROVED:

_____
Ken Watkins
Mayor

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

CERTIFICATE OF COUNCIL MINUTES
I, Tanya Fergueson, 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, September 1, 2026.

_____ _____
Tanya Fergueson, Deputy City Clerk and Recording Secretary Date

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jack Plaunty
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Authorization to Purchase A New Tractor Loader For Airport Operations

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SUMMARY:
This agenda item is for consideration and approval for the purchase of a new tractor loader. The existing unit is a compact utility tractor used for general grounds and runway maintenance. The existing unit has exceeded its anticipated lifespan and is now due for replacement. This purchase will be made utilizing the Sourcewell Contract #011723-JDC.

This is an approved purchase in the FY27 Adopted Budget and 5-Year Capital Improvement Plan. The budgeted amount is $200,000 in the Airport Capital Projects Fund. The quoted amount is $131,982.96.

FISCAL IMPACT:
There will be a fiscal impact of $131,982.96 to the Airport Capital Projects Fund.

STAFF RECOMMENDATION:
Staff Recommends Approval

SUGGESTED MOTION:
Motion to authorize the purchase of a tractor loader for Airport Operations.

ATTACHMENTS:
City of Kingman 210P Investment Proposal (Quote).pdf
John Deere Contract 011723.pdf

Investment Proposal (Quote)

RDO Equipment Co.
5500 East Penstock Avenue
Flagstaff AZ, 86004
Phone: (928) 526-0639 - Fax: (928) 526-2498

Proposal for:
CITY OF KINGMAN
3700 E ANDY DEVINE AVE
KINGMAN, AZ, 86401
MOHAVE

Investment Proposal Date:	7/19/2026
Pricing Valid Until:	8/2/2026
Deal Number:	2050105
Customer Account#:	3119009
Sales Professional:	Wesley Martin
Phone:	1 (928) 556-5244
Fax:	
Email:	wmartin@rdoequipment.com

Comments

*John Deere Sourcewell Contract #011723-JDC
*Sourcewell Member ID Account #58128

*Quote valid until October 18th, 2026

*Unit is an order out unit
+ETA 115 Days ARO
+Includes Transport & Predelivery

*Unit Includes:
+12 Month/1,000 Hour Factory Full Machine Warranty
+RDO Promise - Uptime Guaranteed
+JDLink - Telematics (Free) for the life of the Machine
+24/7/365 RDO Machine Health Monitoring (Free) for the life of the Machine
+Installation of AM/FM Radio

*Optional 12 Month/500 Hour PM Agreement, add $2,522.50 (Travel Included, all parts & labor pricing locked in for the duration of the PM)

*FOB Kingman, AZ

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2026 JOHN DEERE 210P	$177,800.00
			Freight in Dubuque, IA > Flagstaff, AZ	$5,300.00
			Freight Out Flagstaff, AZ > Kingman, AZ	$2,800.00
			Prep / Reconditioning PDI/Fuel/Registration/Operational Check/Install Radio	$2,900.00
			Prep / Reconditioning Procure & Install AM/FM Radio	$1,200.00
			Customer Discount 39% off Deere List Price | Contract #011723-JDC	($69,342.00)
			Equipment Subtotal:	**$120,658.00**

Purchase Order Totals

Balance:	$120,658.00
AZ STATE TAX:	$6,756.85
AZ COUNTY TAX:	$1,568.55
AZ CITY TAX:	$2,999.56
Sales Tax Total:	$11,324.96
Sub Total:	$131,982.96
Cash with Order:	$0.00
Balance Due:	**$131,982.96**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description	List Price
1	TBD	2026 JOHN DEERE 210P	17J1T 210 P-Tier Tractor Loader	$139,125.00
			0202 United States	$0.00
			0259 English	$0.00
			1004 Ultimate Cab	$18,555.00
			1053 Seat - Mechanical Cloth Enhanced with Tilt Steering For Cab	$719.00
			8030 Fire Extinguisher Mounting Bracket	$115.00
			8283 Hand Throttle	$302.00
			183E JDLink™	$0.00
			3006 Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential	$0.00
			5240 GALAXY 16.9-24 8PR REAR & 12/16.5 12PR FRONT	$0.00
			6156 Dual Battery	$356.00
			6055 LED Lighting for Enclosed Cab	$385.00
			6521 Single Tilt Cylinders	$0.00
			8271 Rear Weight - 700 lb.	$1,964.00
			8273 Wheel Weights	$2,345.00
			7037 Two-Function Loader Hydraulics, Single Lever	$0.00
			7853 86 in. (2.18 m.) General Purpose Bucket, 1.13 cu. yd. (0.86 cu. m.)	$5,376.00
			8274 84 in. (2.13 m.) Box Blade	$6,868.00
			8115 MFWD Driveshaft Guard	$543.00
			8284 Transmission Guard	$511.00
			8126 Heavy Duty Grill Frame	$636.00

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

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Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

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18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...

Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	John Deere Shared Services LLC
Does your company conduct business under any other name? If yes, please state:	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
Address:	1300 River Drive Moline, IL 61265
Contact:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Phone:	309-207-0431
HST#:	36-2382580

Submission Details

Created On:	Monday November 28, 2022 09:24:58
Submitted On:	Thursday January 12, 2023 14:48:05
Submitted By:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Transaction #:	17731346-34ec-484a-83d5-3fc1c1f49270
Submitter's IP Address:	165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21	*
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265	*
6	Proposer website address (or addresses):	www.deere.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf	*

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction and Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.	*

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGradeTM grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts… of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	
72	Motor Graders	(•) Yes ( ) No	
73	Wheeled and tracked excavators	(•) Yes ( ) No	
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	-' /ink Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
- Financial Strength and Stability - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
- Standard Transaction Document Samples - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
- Upload Additional Document - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

Docusign Envelope ID: 2B1BB6F1-9C20-42A6-9196-DBF9E1031662

AMENDMENT #1
TO
CONTRACT # 011723-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales** now known as John Deere Construction Retail Sales, a division of John Deere Shared Services LLC (Supplier).

Sourcewell awarded a contract (011723-JDC) to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Supplier wishes to change the name of the Contract holder to "John Deere Construction Retail Sales, a division of John Deere Shared Services LLC" as noted in its Proposal.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Procurement Officer

6/3/2025 | 9:22 PM CDT
Date: _____

John Deere Construction Retail Sales, a division of John Deere Shared Services LLC, formerly known as John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

Signed by:
Brooke DeVol
23E19C6B5FD143D...

By: _____

Brooke DeVol
Account Manager, Govt Contracts & Sales

6/6/2025 | 6:33 AM PDT
Date: _____

Docusign Envelope ID: 9839374B-79C3-48C6-9F7A-8A3059B70FFD

AMENDMENT #2
TO
CONTRACT # 011723-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales, a division of John Deere Shared Services LLC** (Supplier).

Sourcewell awarded a contract (011723-JDC) to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Supplier wishes to change the name of the Contract holder to "John Deere Shared Services LLC."

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Procurement Officer

Date: 1/8/2026 | 2:38 PM CST

John Deere Shared Services LLC

Signed by:
Jeffrey Averill
B9F4DC758739443...

By: _____

Jeffrey Averill
John Deere General Sales Manager

Date: 1/12/2026 | 1:01 PM CST

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jack Plaunty
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Approval of Job Order Contract for Mill and Fill on a Portion of Airway Avenue

---

SUMMARY:
This agenda item requests approval of a Job Order Contract to complete pavement preservation on Airway Avenue between Andy Devine Avenue and Rutherford Street. The project includes a two-inch mill and fill over approximately 32,240 square yards using Polymer Modified Tire Rubber Asphalt, along with localized full-depth repairs. Work is anticipated to be completed by the end of October and will be performed at night to minimize traffic impacts. The completed roadway will also include bike lanes throughout the asphalt replacement limits.

The project was budgeted as part of the City's ongoing FY27 pavement preservation efforts. The fiscal impact is $1,258,059.97 and will be paid from the Highway Users Revenue Fund (HURF).

FISCAL IMPACT:
The fiscal impact is $1,258,059.97 and will be paid from the Highway Users Revenue Fund (HURF).

STAFF RECOMMENDATION:
Staff recommends approval.

SUGGESTED MOTION:
Move to approve the Airway Avenue Mill and Fill Project as presented.

ATTACHMENTS:
Airway Mill and Fill Proposal.pdf
JOC Eng21-0084 sunland Council approved.pdf
Sunland Amend 3 for Drainage & Street Improvements.pdf

SUNLAND ASPHALT
AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040
PHONE: 602.323.2800 | WWW.SUNLANDASPHALT.COM

To:	City of Kingman	**Contact:**	Daniel Carlson
Address:	310 N 4th St	**Phone:**	928 753 5561
	Kingman, AZ 86401 US	**Fax:**	928 753 6867
Project Name:	City Of Kingman- Airway Ave. Mill & Fill	**Bid Number:**	10120250
Project Location:	Airway Ave & Rutheford St., Kingman, AZ	**Bid Date:**	9/2/2026

This proposal is priced utilizing the revised Labor And Equipment Rate Sheets (Exhibit A) effective October 18, 2025, of the City Of Kingman And Sunland Asphalt And Construction, LLC. Job Order Contract NO. ENG21-0084.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization This Proposal Is Based On Performing The Work In 1 Mobilization With Work Being Performed At Night.	1.00	LS	$117,205.00	$117,205.00
Utility Adjustments Lower The Below Utilities In Preparation For Our Scopes Of Work. Raise 35 Water Valves And 31 Man Holes Flush With New Asphalt Elevation Including Concrete Collar.	66.00	EACH	$1,700.00	$112,200.00
Asphalt Milling Mill Approx. 32,240 Square Yards Of Existing Asphalt To A Depth Of 2 Inches. Millings Will Be Hauled Offsite To Nearby City Of Kingman Yard.	32,240.00	SY	$2.50	$80,600.00
Asphalt Overlay Clean Surface And Apply Tack Coat To Pavement Pave Approx. 32,240 SY With 1/2 Inch PMTR Surface Course To An Average Finished Depth Of 2 Inches After Compaction With A Steel Wheeled Vibratory Roller.	3,550.00	TON	$170.75	$606,162.50
Full Depth Repairs (Contingency) Remove Asphalt To An Assumed 4" Depth, Compact Subgrade, And Pave 4"	3,224.00	SY	$50.00	$161,200.00
Pavement Markings Stripe Temporary Markings Once Work Is Completed And Thermoplastic Permanent Markings After Pavement Curing Period.	1.00	LS	$35,915.00	$35,915.00
Traffic Control Provide Traffic Control, Officers, And Barricades During Our Scope Of Work.	1.00	LS	$60,250.00	$60,250.00
Survey For Pavement Markings	1.00	LS	$17,925.00	$17,925.00
			Bid Price Subtotal:	**$1,191,457.50**
			Total City Of Kingman 5.59%:	**$66,602.47**
			Total Bid Price:	**$1,258,059.97**

Notes:

- **Estimated material taxes are included in total price. In order to hold pricing, this proposal must be signed and returned within 15 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.**
- **Material pricing is good through 10-31-2026.**
- **Sunland Asphalt routinely uses recycled material in hot mix asphalt products.**
- **Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.**

- **Sunland is not liable for drainage on projects with less than 1% fall. Due to existing conditions and matching elevations of concrete curbs, buildings and/or asphalt, we may not be able to raise or lower elevations to achieve proper slope to prevent standing water, therefore ponding of water may occur.**
- **Standby time from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above-mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.) will be billed at an additional rate of $750 per hour.**
- **Pricing excludes weekend work, permits, fees, notifications, QC testing, utility adjustment hardware, gate loops, painting bumper blocks, permanent signage, herbicide, removal and disposal of existing fabric underlayment, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.**
- **This bid assumes all portions of the proposal will be accepted. Line items cannot be accepted individually. If only portions of the proposal are desired, Sunland Asphalt must revisit the proposal and adjust pricing accordingly.**

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Sunland Asphalt & Construction, LLC**
Buyer: _____	**Authorized Signature:** Chance Cherry
Signature: _____	**Project Consultant:** Chance Cherry (602) 288-5052
Date of Acceptance: _____	

- **Sunland Asphalt Addendum Terms and Conditions:**
  Contractor and Owner hereby accept the terms of the attached Proposal subject to = the terms and conditions set forth in this Addendum. The Proposal and Addendum shall be collectively referred to as the "Contract." This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Proposal are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.
- 1. WORK
  Contractor will furnish all necessary labor, materials, and equipment to complete the work specified in the Contract (the "Work"). All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. Owner shall specify one representative to represent the Owner who has authority to accept the Work and authorize changes to the Work. Owner shall provide reasonable access to a water supply source. Owner grants Contractor permission to utilize photos and videos of the Work and the project site in the promotion of Contractor's business services.
- 2. PAYMENT
  Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.
- 3. INTEREST AND EXPENSES
  All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.
- 4. ATTORNEYS' FEES
  In the event of litigation regarding the Contract or collection efforts by Contractor, the prevailing party shall be awarded its reasonable attorneys' fees and costs, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, hand-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.
- 5. CONTINUED PERFORMANCE
  Nothing in this Contract shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.
- 6. BACK CHARGES
  No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the Contract. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.
- 7. WORK AREAS
  Owner is to prepare all work areas so as to be acceptable for Contractor to perform its work under the Contract. Owner shall notify Contractor in advance when the site will be ready for Contractor to perform its work and shall provide Contractor with free and unobstructed access so that the work can be commenced promptly and completed without delay. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.
- 8. TIME FOR PERFORMANCE
  Contractor shall be given a reasonable time in which to commence and complete the performance of the Contract. Contractor provides no assurances as to a complete date since the Work is subject to weather conditions, prior commitments, mechanical failures, and other cause beyond Contractor's control. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the contract price for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the contract price to be paid Contractor.
- 9. WORKMANSHIP
  All workmanship and materials are guaranteed against defects for a period of one (1) year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other industry standard practices and will override strict compliance and strict performance. Contractor makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). Contractor's warranty does not extent to or cover settlement or cracking of asphalt or pavement due to expansive soils, improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. Contractor shall not be liable for damage to underground utilities which were improperly installed and/or backfilled.
- 10. WORK HOURS
  Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.
- 11. NOTICE
  Any notice or written claim required by the Contract to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided.
- 12. LIEN RIGHTS
  Nothing in this Contract shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.
- 13. LABOR
  Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).
- 14. LIQUIDATED DAMAGES
  The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Contract and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

- 15. SCHEDULE
  Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, Owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.
  .
- 16. INSURANCE RESTRICTION
  Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.
- 17. INDEMNITY, HOLD HARMLESS
  To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and hold harmless Owner from and against all liability, loss, claims, demands, damages, suits, costs, fees, fines, penalties, expenses, and causes of action to the extent caused by Contractor or any of Contractor's employees, agents, representatives, subcontractors, or suppliers. Any indemnification or hold harmless obligation of the Contractor shall extend only to claims resulting to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of Contractor or someone for whom it is responsible. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of its negligence.
- 18. RIGHT TO RELY
  Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.
- 19. HAZARDOUS WASTE
  Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this Contract. Title to all hazardous waste shall remain with others and shall not be property of Contractor.
  .
- 20. SOILS
  Contractor shall have no liability to Owner or any third-party relating to underlying soil conditions. Contractor will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet material specifications. Contractor's warranty shall be waived and have no effect should Owner direct or authorize Contractor to pave on unstable subgrade or subgrade containing frost and Owner shall be responsible for any and all resulting damage or required repairs. If Owner requests that the top lift of asphalt be placed at a later date, the cost for all clean up and remobilization is the Owner's responsibility.
- 21. ENGINEERING SERVICES
  If Contractor provides subcontracted construction stakes and/or subcontracted engineering services, Owner agrees to indemnify and defend Contractor from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work. If a soil sterilizer or herbicide is applied by Contractor, it is applied at the request of Owner in an effort to retard weed growth and Contractor makes no representation or guarantee that its use will have the intended effect. Owner shall indemnify, hold harmless, and defend Contractor from and against any and all damages, claims, costs or expenses, including attorneys' fees and costs, resulting from these services. Owner is advised to retain an independent licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. Contractor may modify the Proposal to include such recommendations.
- 22. AMERICANS WITH DISABILITIES AC
  Owner is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold Contractor harmless from and against any and all liability, claims, damages or expenses, including attorneys' fees, relating in any way to ADA requirements or issues. Contractor recommends that Owner obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Owner to obtain compliance, Owner may make recommendations for such work and additional charges may apply.
- 23. DISPUTE RESOLUTION
  Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.

CITY OF KINGMAN, ARIZONA

JOB ORDER CONTRACT
DRAINAGE AND STREET IMPROVEMENTS

JOB ORDER CONTRACT

CONSTRUCTION SERVICES

CONTRACT NO. ENG21-0084

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CITY OF KINGMAN
DRAINAGE AND STREET IMPROVEMENT PROJECTS
JOB ORDER CONTRACT – CONSTRUCTION SERVICES
CONTRACT NO. ENG21-0084

THIS CONTRACT is made and entered into on the 18th day of October, 2022, by and between City of Kingman, hereinafter designated the "City" and Sunland Ac &Const,LLC hereinafter called the "Job Order Contractor" or "JOC"

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 Contact.

"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 warrantees 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:

Phillip Allred, 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:

Eric Sparkman, Assistant City Engineer

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:

Michael Thompson, Director of operations

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:

Abe Geupel, Senior project manager

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:

Michael Lucarelli, Project manager

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, 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: Cathy Dunbar, Project Coordinator 3030 S. 7th Street, Phoenix, AZ 85040
Fax(480)750-2106

to City: Phillip Allred, 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:

COMPANY	PERSONNEL	OFFICE PHONE
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

~~Jen Miles~~, Mayor
KEN WATKINS

Attest:

Annie Meredith

Annie Meredith, City Clerk

JOC CONTRACTOR

Name/Title Alex DeClusin, Vice President

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was subscribed and sworn to before me this 11th day of October, 2022, by Alex DeClusin, Vice President of Sunland Asphalt & Construction, LLC.

Stephanie McLaughlin
Notary Public

My Commission Expires:

August 27, 2026

STEPHANIE MCLAUGHLIN
Notary Public - Arizona
Maricopa County
Commission # 631476
My Comm. Expires Aug 27, 2026

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	1.4	1.35	1.3

   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	$ 75.00
	1.02 Equipment Operator	$ 70.00
	1.03 Laborer	$ 65.00
	1.05 Project Engineer	$ 80.00
	1.06 Project Superintendent	$ 85.00
	1.07 Project Manager	$ 90.00

Equipment Rates					
		Make	Model	Type of Equipment	Hourly
2	2.01	Vanair	Viper	Air Compressor	$ 29.00
	2.02	Mega	MPT 12	12K Klien Water Tower	$ 15.00
	2.03	Ditch Witch	FX 20	DitchWitch Vaccuum	$ 22.00
	2.04	CAT	262	Skid Steer w/ Mill Head	$ 48.00
	2.05	John Deere	210	Gannon Tractor	$ 53.00
	2.06	CAT	420	Backhoe	$ 56.00
	2.07	CAT	938	Loader	$ 76.00
	2.08	CAT	140H	Motorgrader	$ 89.00
	2.09	CAT	613	Scraper	$ 99.00
	2.10	CAT	623	Scraper	$ 167.00
	2.11	CAT	CB24	Steel Wheel Roller (3-5 Ton)	$ 40.00
	2.12	CAT	CB34	Steel Wheel Roller (4-6 Ton)	$ 46.00
	2.13	CAT	CB54	Steel Wheel Roller (12 Ton)	$ 75.00

Table A2 cont.

Equipment Rates					
		Make	Model	Type of Equipment	Hourly
2	2.14	CAT	CB64	Steel Wheel Roller (15 Ton)	$ 75.00
	2.15	LeeBoy	420	Pneumatic Roller (13 Ton)	$ 53.00
	2.16	CAT	PS150C	Pneumatic Roller (17 Ton)	$ 53.00
	2.17	CAT	PS360	Pneumatic Roller (27 Ton)	$ 53.00
	2.18	CAT	CC34	Combo Roller (7 Ton)	$ 46.00
	2.19	Broce	CR350	Kick-Broom	$ 51.00
	2.20	Power boss	SW9XR	Parking Lot Sweeper	$ 36.00
	2.21	Ford	F150	Pickup Truck (1/2 Ton)	$ 27.00
	2.22	Ford	F250	Pickup Truck (3/4 Ton)	$ 28.00
	2.23	Ford	F350-F550	Pickup Truck (1 Ton)	$ 35.00
	2.24	Ford	F350-F550	Crew Pickup Truck (1 Ton)	$ 35.00
	2.25	Ford	F650	Form Truck	$ 35.00
	2.26	Mack	7500	10 Wheel Dump Truck	$ 58.00
	2.27	ARS	EXT Seam Heater	Asphalt Joint Heater	$ 41.00
	2.28	Roadtec	SB-1500	Material Transfer Vehicle	$ 267.00
	2.29	Roadtec	SB-2500	Material Transfer Vehicle	$ 267.00
	2.30	Peterbilt	367	Transport Truck	$ 87.00
	2.31	Ford	F750 DWR	Mechanic Truck	$ 84.00
	2.32	Ford	F550	Sealcoat Truck (1000 GAL)	$ 65.00
	2.33	Kenworth	TK	Sealcoat Truck (2000 GAL)	$ 73.00
	2.34	Peterbilt	337	Boot Truck (1500 GAL)	$ 81.00

Table A2 cont.

Equipment Rates					
		Make	Model	Type of Equipment	Hourly
2	2.35	Peterbilt	365	Boot Truck (3000 GAL)	$ 91.00
	2.36	Ford	F750	Water Truck (2000 GAL)	$ 52.00
	2.37	Kenworth	PV100	Water Truck (4000 GAL)	$ 57.00
	2.38	Bearcat	1PB21S	Chip Spreader	$ 109.00
	2.39	Kenworth/Bergkamp	T880/M310CS	Slurry Truck	$ 110.00
	2.40	Essick	9CF	Tow Behind Mixer	$ 12.00
	2.41	Bergkamp	MS21	Bulk Tank Trailer (Slurry)	$ 14.00
	2.42	Bergkamp	M1E4	Continuous Feed Machine	$ 191.00
	2.43	Western Star	4900SB	Nurse Truck (Slurry)	$ 90.00
	2.44	Peterbilt	330	Tractor Truck (Slurry)	$ 50.00
	2.45	Bergkamp	MS21	Continuous Feed Support Trailer	$ 41.00
	2.46	Broce	BB250	Kick-Broom (3 Wheel)	$ 36.00
	2.47	Neal MFG	DA-350	Squegee Machine	$ 40.00
	2.48	Bearcat	BK400	Crackfill Machine	$ 49.00
	2.49	LeeBoy	L250	Tack Tank Trailer (100-550 GAL)	$ 20.00
	2.50	CAT	BG650	Asphalt Elevator	$ 106.00
	2.51	LeeBoy	8510E	Asphalt Paver (Small/Medium)	$ 125.00
	2.52	CAT	1055	Asphalt Paver (Large)	$ 265.00
	2.53	Vogele	1800	Asphalt SprayJet Paver	$ 397.00
	2.54	CAT	140M	Motorgrader	$ 117.00
	2.55	Wirtgen	W210	Milling Machine	$ 383.00

Table A2 cont.

Equipment Rates					
		Make	Model	Type of Equipment	Hourly
2	2.56	Wirtgen	W2100	Milling Machine	$383.00
	2.57	Wirtgen	W250	Milling Machine	$383.00
	2.58	Heil	407	Sealcoat Job-Site Tanker	$17.00
	2.59	CAT	313FL	Excavator (308-318)	$69.00
	2.60	CAT	328D	Excavator (321-328)	$92.00
	2.61	Tandem	367	Sealcoat Tank Trailer (825-1000 GAL)	$19.00
	2.62	Peterbilt	357 Concrete mixer	Concrete Mixer (10 CY)	$78.00
	2.63	Parker	LS7714	Power Washer w/ Trailer	$10.00
	2.64	Grabber	HUSQ FS4600	Walk Behind Saw	$36.00
	2.65	CAT	303E	Excavator (303)	$43.00
	2.66	CAT	950	Loader (4 CY)	$102.00
	2.67	Freightliner	M2106	Pickup-Broom	$92.00
	2.68	Allmand Bros	Light Tower	Light Tower	$58.00
	2.69	Gomaco	GT6300	Concrete Curb Machine	$63.00
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				$1.50
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 * **If equipment isn't transported, then the hourly rate for equipment will be paid*			Flat Rate of
	5.02	0 to 60,000 lbs. Over 40 miles one direction			3500
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor			N/A

EXHIBIT B

CITY OF KINGMAN

ENGINEERING DEPARTMENT

JOB ORDER FORM

310 N. 4th Street Kingman, AZ 86401 Ph: (928) 753-8122 Fax: (928) 753-8118

Project Name: _____ Project Number: _____

JOC Contract No: _____

Project Location: _____

Project Scope: _____

_____

Contractor: _____

_____ Phone: _____

_____ Fax: _____

GMP:

Completion of all work shall be no later than ____ days from the notice to proceed. Payments of the Contract Price will be made monthly as the work progresses as set forth in the job order contract. Payment Applications, covering labor, material, equipment, supplies and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor within five (5) days after end of the period.

Approved By:

CITY OF KINGMAN

_____ _____

AUTHORIZED CITY REPRESENTATIVE TITLE

CONTRACTOR

_____ _____

AUTHORIZED CONTRACTOR REPRESENTATIVE TITLE

EXHIBIT C

SETTLEMENT OF CLAIMS

CITY OF KINGMAN, ARIZONA
PROJECT NO. ENG21-0084

JOC'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

Date: _____

Projects No.: _____

To the City of Kingman, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right-of-lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Kingman against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever which said City may suffer arising out of the failure of the undersigned to pay for all labor, performance and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 20_____.

JOC CONTRACTOR

_____
Name/Title

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this _____
day of _____, 20____, by_____.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT D

ASBESTOS-FREE FACILITY MATERIAL CERTIFICATION

CITY OF KINGMAN, ARIZONA
PROJECT NO. ENG21-0084

I _____, AS THE DULY AUTHORIZED REPRESENTATIVE FOR *JOC CONTRACTOR NAME* CERTIFY THAT ALL MATERIALS INSTALLED AND USED BY THE UNDERSIGNED IN THE KINGMAN FACILITY PURSUANT TO THIS CITY OF KINGMAN PROJECT ARE FREE OF ANY LABORATORY DETECTABLE AMOUNTS OF ASBESTOS CONTAINING MATERIAL USING THE METHOD SPECIFIED IN APPENDIX A, SUBPART F OF 40 CFR PART 763 SECTION 1, POLARIZED LIGHT MICROSCOPY. THIS CERTIFICATION INCLUDES ALL MATERIALS* INSTALLED AND USED BY THE JOC, ALL SUB-CONTRACTORS AND ALL OTHER JOCS PERFORMING WORK IN CITY OF KINGMAN FACILITIES, FOR WORK COMPLETED AS DESCRIBED BELOW:

THIS CERTIFICATION INCLUDES ALL WORK THAT WAS COMPLETED BY THE JOC AND HIS SUBCONTRACTORS CONDUCTED BEGINNING ON _____ AND COMPLETED ON ____UNDER CITY OF KINGMAN PROJECT NUMBER ENG21-0084

SIGNED:_____

_____

Print Name Title

_____

Signature

_____

Date

_____

Name of JOC

_____

Incorporation Status

_____

Arizona Contractor License Number

_____

Name of Other Contractor or Sub-Contractor (if necessary)

_____

Arizona Contractor License Number

_____

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 20____, by_____.

_____
Notary Public

My Commission Expires:

_____

AMENDMENT NO. 3

BETWEEN THE CITY OF KINGMAN AND SUNLAND ASPHALT & CONSTRUCTION, LLC. JOB ORDER CONTRACT – DRAINAGE AND STREET IMPROVEMENT PROJECTS CONTRACT NO. ENG21-0084

This Amendment shall be made to the Construction Services Agreement dated October 18, 2022 by and between the City of Kingman (City) and Sunland Asphalt & Construction, LLC. (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of October 18, 2022, this contract is hereby extended per the revised Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from October 18, 2025 through October 18, 2026.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA

Ken Watkins, MAYOR

Attest:

Annie Meredith, CITY CLERK

Sunland Asphalt & Construction, LLC.

Division Manager - Public Works
Name / Title Immanuel Martinez

State of Arizona)
)ss
County of Maricopa)

Subscribed and Sworn to Before Me

This 22 day of August, 2025.

VANESSA D. PAQUETTE
Notary Public - Arizona
Maricopa County
Commission # 676633
My Comm. Expires Dec 4, 2028

Notary Public

My Commission Expires: December 4, 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	1.4	1.35	1.3

   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	$ 75.00
	1.02 Equipment Operator	$ 70.00
	1.03 Laborer	$ 65.00
	1.05 Project Engineer	$ 80.00
	1.06 Project Superintendent	$ 85.00
	1.07 Project Manager	$ 90.00

Equipment Rates

		Make	Model	Type of Equipment	Hourly
2	2.01	Vanair	Viper	Air Compressor	$ 29.00
	2.02	Mega	MPT 12	12K Kline Water Tower	$ 15.00
	2.03	Ditch Witch	FX 20	Ditch Witch Vacuum	$ 22.00
	2.04	CAT	262	Skid Steer w/ Mill Head	$ 48.00
	2.05	John Deere	210	Gannon Tractor	$ 53.00
	2.06	CAT	420	Backhoe	$ 56.00
	2.07	CAT	938	Loader	$ 76.00
	2.08	CAT	140H	Motor grader	$ 89.00
	2.09	CAT	613	Scraper	$ 99.00
	2.10	CAT	623	Scraper	$ 167.00
	2.11	CAT	CB24	Steel Wheel Roller (3-5 Ton)	$ 40.00
	2.12	CAT	CB34	Steel Wheel Roller (4-6 Ton)	$ 46.00
	2.13	CAT	CB54	Steel Wheel Roller (12 Ton)	$ 75.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.14	CAT	CB64	Steel Wheel Roller (15 Ton)	$ 75.00
	2.15	LeeBoy	420	Pneumatic Roller (13 Ton)	$ 53.00
	2.16	CAT	PS150C	Pneumatic Roller (17 Ton)	$ 53.00
	2.17	CAT	PS360	Pneumatic Roller (27 Ton)	$ 53.00
	2.18	CAT	CC34	Combo Roller (7 Ton)	$ 46.00
	2.19	Broce	CR350	Kick-Broom	$ 51.00
	2.20	Power boss	SW9XR	Parking Lot Sweeper	$ 36.00
	2.21	Ford	F150	Pickup Truck (1/2 Ton)	$ 27.00
	2.22	Ford	F250	Pickup Truck (3/4 Ton)	$ 28.00
	2.23	Ford	F350-F550	Pickup Truck (1 Ton)	$ 35.00
	2.24	Ford	F350-F550	Crew Pickup Truck (1 Ton)	$ 35.00
	2.25	Ford	F650	Form Truck	$ 35.00
	2.26	Mack	7500	10 Wheel Dump Truck	$ 58.00
	2.27	ARS	EXT Seam Heater	Asphalt Joint Heater	$ 41.00
	2.28	Roadtec	SB-1500	Material Transfer Vehicle	$ 267.00
	2.29	Roadtec	SB-2500	Material Transfer Vehicle	$ 267.00
	2.30	Peterbilt	367	Transport Truck	$ 87.00
	2.31	Ford	F750 DWR	Mechanic Truck	$ 84.00
	2.32	Ford	F550	Sealcoat Truck (1000 GAL)	$ 65.00
	2.33	Kenworth	TK	Sealcoat Truck (2000 GAL)	$ 73.00
	2.34	Peterbilt	337	Boot Truck (1500 GAL)	$ 81.00

Table A2 Cont.		**Equipment Rates**			
		Make	Model	Type of Equipment	Hourly
2	2.35	Peterbilt	365	Boot Truck (3000 GAL)	$ 91.00
	2.36	Ford	F750	Water Truck (2000 GAL)	$ 52.00
	2.37	Kenworth	PV100	Water Truck (4000 GAL)	$ 57.00
	2.38	Bearcat	1PB21S	Chip Spreader	$ 109.00
	2.39	Kenworth/Bergkamp	T880/M310CS	Slurry Truck	$ 110.00
	2.40	Essick	9CF	Tow Behind Mixer	$ 12.00
	2.41	Bergkamp	MS21	Bulk Tank Trailer (Slurry)	$ 14.00
	2.42	Bergkamp	M1E4	Continuous Feed Machine	$ 191.00
	2.43	Western Star	4900SB	Nurse Truck (Slurry)	$ 90.00
	2.44	Peterbilt	330	Tractor Truck (Slurry)	$ 50.00
	2.45	Bergkamp	MS21	Continuous Feed Support Trailer	$ 41.00
	2.46	Broce	BB250	Kick-Broom (3 Wheel)	$ 36.00
	2.47	Neal MFG	DA-350	Squeegee Machine	$ 40.00
	2.48	Bearcat	BK400	Crack fill Machine	$ 49.00
	2.49	LeeBoy	L250	Tack Tank Trailer (100-550 GAL)	$ 20.00
	2.50	CAT	BG650	Asphalt Elevator	$ 106.00
	2.51	LeeBoy	8510E	Asphalt Paver (Small/Medium)	$ 125.00
	2.52	CAT	1055	Asphalt Paver (Large)	$ 265.00
	2.53	Vogele	1800	Asphalt Spray Jet Paver	$ 397.00
	2.54	CAT	140M	Motor grader	$ 117.00
	2.55	Wirtgen	W210	Milling Machine	$ 383.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.56	Wirtgen	W2100	Milling Machine	$383.00
	2.57	Wirtgen	W250	Milling Machine	$383.00
	2.58	Heil	407	Sealcoat Job-Site Tanker	$17.00
	2.59	CAT	313FL	Excavator (308-318)	$69.00
	2.60	CAT	328D	Excavator (321-328)	$92.00
	2.61	Tandem	367	Sealcoat Tank Trailer (825-1000 GAL)	$19.00
	2.62	Peterbilt	357 Concrete mixer	Concrete Mixer (10 CY)	$78.00
	2.63	Parker	LS7714	Power Washer w/ Trailer	$10.00
	2.64	Grabber	HUSQ FS4600	Walk Behind Saw	$36.00
	2.65	CAT	303E	Excavator (303)	$43.00
	2.66	CAT	950	Loader (4 CY)	$102.00
	2.67	Freightliner	M2106	Pickup-Broom	$92.00
	2.68	Allmand Bros	Light Tower	Light Tower	$58.00
	2.69	Gomaco	GT6300	Concrete Curb Machine	$63.00

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	15%

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 * **If equipment isn't transported, then the hourly rate for equipment will be paid*	Flat Rate of $1000.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction	$3500.00
	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:	Jason Moquin
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Acceptance of Right-of-Way Triangle Dedication at the Southwest Corner of Flying Fortress Parkway and Lamar Road Intersection

---

SUMMARY:
Terms of the "Change of Access" Agreement with ADOT for constructing the Flying Fortress Parkway T.I. on Interstate 40 limit the number of access points onto Flying Fortress Parkway to the north and south of I-40. Along the Ranchitas property on the west side of Flying Fortress Parkway, only two access points are permitted – full access at the Grand Canyon Road intersection, and "right-in, right-out" access at Lamar Road. In order to construct the curb returns for the Lamar Road intersection, a 5' x 5' right-of-way triangle is needed on the Southwest Corner of the intersection. The property owner of the parcel from which the triangle is needed have donated this triangle of right-of-way to the City of Kingman, in the interest of having the Lamar Road curb returns constructed as part of ongoing construction projects on Flying Fortress Parkway (dedication documents are attached).

FISCAL IMPACT:
The R/W Triangle is a donation from the property owner to the City. There is no fiscal impact.

STAFF RECOMMENDATION:
Staff recommends approval the R/W Triangle dedication.

SUGGESTED MOTION:
Staff recommends approval the R/W Triangle dedication.

ATTACHMENTS:
Warranty Deed -Lamar Rd Intersection of FFP - SWC.pdf

When recorded return to:
Kingman City Clerk
310 N. 4th Street.
Kingman, AZ 86401

WARRANTY DEED
(EXEMPT FROM AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §11-1134(A)(3))

For the consideration of Ten and 00/100 dollars and other valuable consideration Charles William Hamilton, trustee of the Charles William Hamilton Revocable Trust (Grantor), does hereby convey to the City of Kingman, an Arizona municipal corporation (Grantee), all right, title and interest to that certain parcel of real property, in the County of Mohave, State of Arizona describe in **Exhibit A**.

And I or we do warrant the title against all persons whomsoever, subject only to those encumbrances, liens, covenants, conditions, restriction, obligations and liabilities as may appear of record, if any.

IN WITNESS WHEREOF, Grantor has executed this Deed this 29 day of MAY, 2026

GRANTOR:

BY: Charles W Hamilton

BY: _____

STATE OF ARIZONA)
)ss.
COUNTY OF MOHAVE)

Acknowledged before me this 29 day of MAY, 2026 by CHARLES W. HAMILTON

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

Notary Public

My commission expires: 10/22/2029

CARL BROOKS
Notary Public - Arizona
MOHAVE County
My Commission Expires
10/22/2029
Commission # 690791

ACCEPTANCE

The City of Kingman, an Arizona municipal corporation, does hereby accept the foregoing warranty deed and the terms and conditions thereof.

IN WITNESS WHEREOF, the City of Kingman has caused this Acceptance to be executed by its Mayor pursuant to authority granted by its City Council, the _____ day of _____, 2026.

CITY OF KINGMAN,
An Arizona municipal corporation

BY: _____
Ken Watkins, Mayor

ATTEST

_____
Annie Meredith, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION FOR
RIGHT-OF-WAY
FLYING FORTRESS PARKWAY – CITY OF KINGMAN

A portion of Lot 181 in Kingman Ranchitas, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded November 25, 1960, at Fee No. 98881 being more particularly described with Arizona West Zone Grid Bearings and Ground Distances as follows:

Commencing at the Southeast corner of said Section 10, being a 3" brass disc in concrete stamped "RLS 23960 2015", from which the East Quarter corner of said Section 10, being a 2.25" USGLO brass cap stamped "1911", bears N00°11'12"E, 2,640.69'; thence N00°11'12"E along the East line of said Section 10, 630.09' to a point; thence N89°48'48"W leaving the East line of said Section 10, 33.00' to the Northeast corner of that Right-of-Way described in Fee No. 2021023831; thence N89°55'52"W, 39.00' to the Northwest corner of that Right-of-Way described in Fee No. 2021023831 and the True Point of Beginning:

Thence S00°11'12"W along said Right-of-Way line as described in Fee No. 2021023831, 5.00' to a point;
Thence N44°52'20"W leaving said Right-of-Way line, 7.06' to a point on the South Right-of-Way line of Lamar Road;
Thence S89°55'52"E along the South Right-of-Way line of Lamar Road, 5.00' to the Point of Beginning.

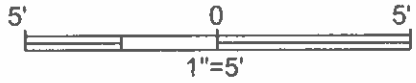
Containing: 12.50 Sq. Ft., 0.0003 Acres.

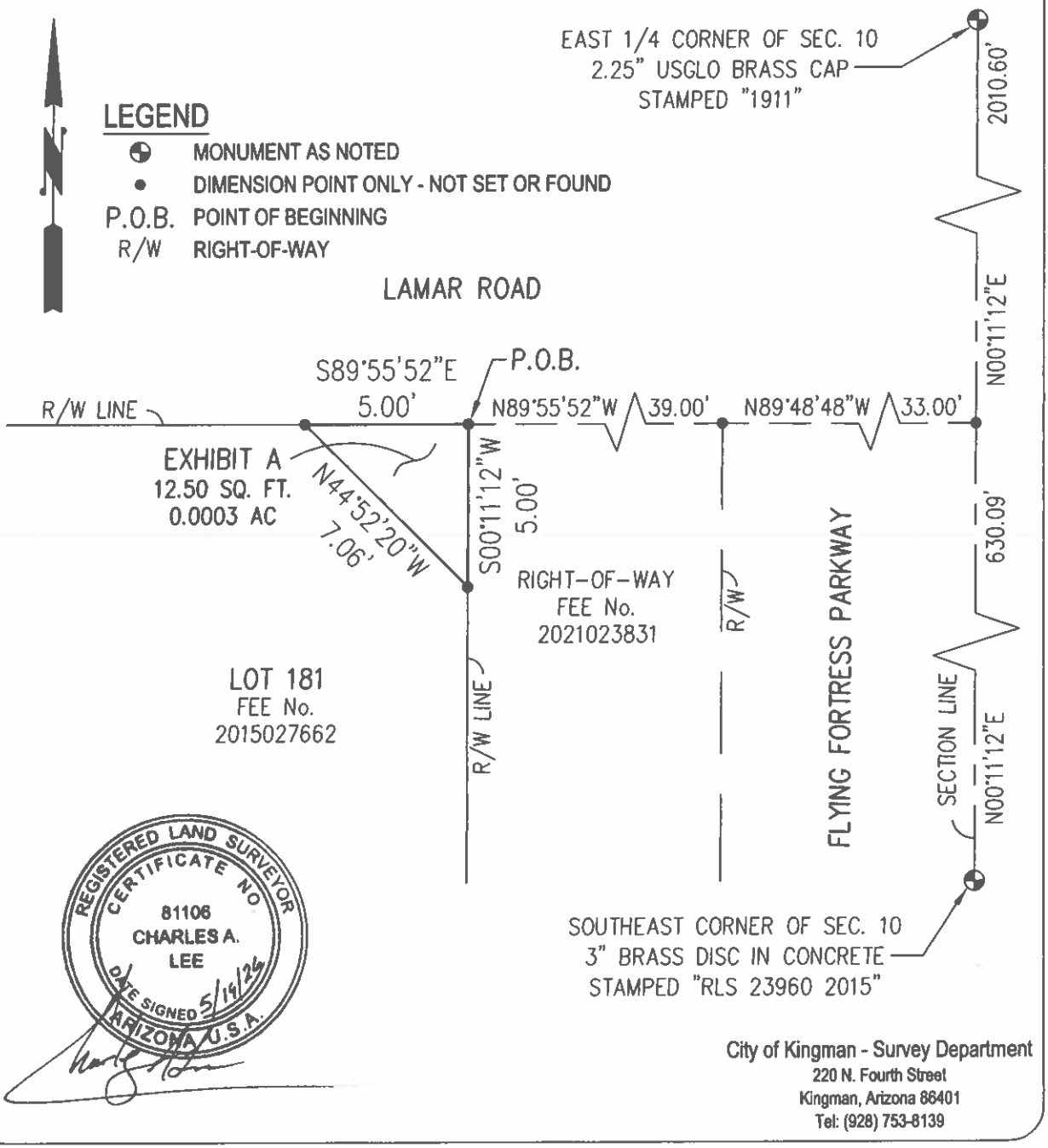


EXHIBIT MAP

A 0.0003 ACRE PARCEL OF LAND

BEING A PORTION OF LOT 181, KINGMAN RANCHITAS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MOHAVE COUNTY ARIZONA, RECORDED NOVEMBER 25, 1960 AT FEE No. 98881.





City of Kingman - Survey Department
220 N. Fourth Street
Kingman, Arizona 86401
Tel: (928) 753-8139

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Annie Meredith
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Approval of Request for Off-Track Pari-Mutuel Wagering License/Permit

---

SUMMARY:
Applicant David Johnson of Turf Paradise is requesting Council approval of an off-track pari-mutuel wagering license/permit for Cerbat Lanes, located at 3631 Stockton Hill Rd., valid through June 30, 2028. **Staff recommends approval.**

FISCAL IMPACT:
n/a

STAFF RECOMMENDATION:
Staff recommends approval.

SUGGESTED MOTION:
Move to approve Request for Off-Track Pari-Mutuel Wagering License/Permit.

ATTACHMENTS:
City Request - Cerbats Lanes.pdf

August 13, 2026

Annie Meredith
City Clerk
City of Kingman
310 North Fourth Street
Kingman, AZ. 86401

Dear Annie,

Turf Paradise is hereby requesting an Off-track Pari-mutuel Wagering license/permit for Cerbat lanes, located at 3631 Stockton Hill Road, Kingman, Arizona. On December 15, 2025, Turf Paradise was issued a Teletrack Wagering Permit from the Arizona Department of Gaming/Racing Division. The term of the permit runs through June 30, 2028. Therefore, we request that the term of the license/permit for Cerbat Lanes be valid until that date. A copy of the Teletrack Wagering Permit is attached, as is the last official approval issued by the City of Kingman.

Applicant: **David Johnson, Agent**
Krafted Bowling Cerbat Lanes LLC
3631 Stockton Hill Road
Kingman, AZ. 86401

Please note: Turf Paradise has operated Off-Track Betting locations in the city of Kingman dating back to before the year 2000, with the most recent one being at Cerbat Lanes opening in 2004 and operating through 2020 and all without incident.

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson
Vice President

Turf Paradise

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Burley Hambrick
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Contract for Lead Copper Rule Revisions (LCRR) Field Verifications Phase 4

SUMMARY:
This agenda item is for consideration and approval of a Job Order Contract with Kincheloe Construction to complete service-line verification in accordance with the federally mandated Lead and Copper Rule Revisions. The contract will provide field investigation services at various locations where service-line materials have not been confirmed. This work will allow the City to physically verify and document pipe materials and update its service-line inventory.

The service-line inventory is required by the U.S. Environmental Protection Agency and administered in Arizona in coordination with the Arizona Department of Environmental Quality. Completing the planned investigations during the current fiscal year will enable the City to finalize its remaining unknown service-line classifications, maintain regulatory compliance, and identify locations requiring additional evaluation or future corrective action.

This is an approved project in the FY2026-27 Adopted Budget and 5-Year Capital Improvement Plan and is budgeted at $300,000 in the Water Capital Renewal Fund. This proposal's cost is $258,000.

FISCAL IMPACT:
The fiscal impact of this contract is $258,000 and will be funded through the Water Capital Renewal Fund.

STAFF RECOMMENDATION:
Staff recommends approval

SUGGESTED MOTION:
I move to approve the Job Order Contract with Kincheloe Construction for $258,000.

ATTACHMENTS:
Updated JOC Proposal ENG23-0129.pdf

Job Order Form ENG23-0129.pdf
230129 Kincheloe Contract Fully Executed.pdf
JOC Amendment No. 2 Kincheloe Construction - Fully executed.pdf

KINCHELOE CONSTRUCTION, LLC
JOB ORDER CONTRACT PROPOSAL

Submitted To: City of Kingman, Arizona
Project: LLR Phase 4 - Field Verifications FY27
Contract: Underground Utility Pipeline Construction & Related Infrastructure
Pricing Basis: Time & Material / Job Order
JOC Contract No.: ENG23-0129
Proposal Date: August 13, 2026

PROPOSAL SUMMARY

Kincheloe Construction, LLC respectfully submits this revised Job Order Contract proposal for LLR Phase 4 - Field Verifications FY27. This revision reflects the City of Kingman's current authorization and removes sales tax from the proposal.

Proposal Summary Item	Amount
Labor	$94,000.00
Owned Equipment	$155,275.00
Base Job Total	**$249,275.00**
Bonds & Insurance - 3.5%	**$8,724.63**
Sales Tax	**REMOVED**
Estimated Proposal Amount	**$257,999.63**
Maximum Not-to-Exceed Amount	**$258,000.00**
Remaining Capacity	**$0.37**

Sales tax has been removed at the City's direction. The current Job Order authorization is not to exceed $258,000.00. If additional funding is required to complete the work, the City may authorize additional funds through a change order.

MATERIALS & SUPPLIES

The City of Kingman will be responsible for providing and/or purchasing all materials and supplies required for work performed under this Job Order. Kincheloe Construction, LLC's proposal does not include project material or supply costs.

SCOPE OF WORK

- Provide labor, supervision, and owned equipment for authorized LLR Phase 4 field verification work.
- Mobilize personnel and equipment and perform excavation, potholing, vacuum excavation, and utility exposure.
- Verify utility size, depth, alignment, material, and location as requested by the City.
- Provide hauling, equipment operation, cleanup, and related incidental field services.
- Coordinate work activities, access, and scheduling with designated City personnel.

LABOR ESTIMATE

Classification	Rate	Estimated Hours	Estimated Cost
Foreman & Truck	$65.00	600	$39,000.00
Laborer & Truck	$55.00	1,000	$55,000.00
Labor Total			**$94,000.00**

KINCHELOE CONSTRUCTION, LLC
JOB ORDER CONTRACT PROPOSAL

EQUIPMENT ESTIMATE

Equipment	Rate	Hours	Estimated Cost
Mini Excavator 4,000-9,999 lbs.	$105.00	60	$6,300.00
Mini Excavator 10,000-15,999 lbs.	$115.00	50	$5,750.00
3-7 Yard Dump Truck	$95.00	350	$33,250.00
Air Compressor - Sol Air 185 CFM	$65.00	80	$5,200.00
Skid Steer	$100.00	150	$15,000.00
Vac Trailer - Vac-Tron SB800	$95.00	945	$89,775.00
Equipment Total			**$155,275.00**

BONDS & INSURANCE

Bonds and insurance are included at 3.5% of the $249,275.00 base job total, for an estimated $8,724.63.

SALES TAX

Sales tax has been removed from this revised proposal at the direction of the City of Kingman.

MATERIALS & SUPPLIES RESPONSIBILITY

All materials and supplies required for this Job Order will be provided and/or purchased by the City of Kingman. Material and supply costs are excluded from Kincheloe Construction, LLC's proposal.

BASIS OF PROPOSAL

This revised proposal is based on the quantities and hours contained in the accompanying Kincheloe Construction cost worksheet and applicable labor and equipment rates under JOC Contract No. ENG23-0129. The current authorization is limited to $258,000.00. If additional work or funding is required to complete the project, it may be addressed through a City-authorized change order.

SCHEDULE

Work will be coordinated with the City of Kingman and performed as individual FY27 field verification locations are identified and authorized.

TOTAL JOB ORDER SHALL NOT EXCEED $258,000.00

PROPOSAL ACCEPTANCE

Kincheloe Construction, LLC respectfully submits this revised proposal for review and authorization by the City of Kingman.

KINCHELOE CONSTRUCTION, LLC

By: _____

Printed Name: Colton Kincheloe

Title: Member

Date: 8-13-2026

CITY OF KINGMAN, ARIZONA

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Estimated Proposal Amount: $257,999.63 **Not-to-Exceed:** $258,000.00

KINCHELOE CONSTRUCTION, LLC – JOC PROPOSAL WORKSHEET					
Project	LLR Phase 4 – Field Verifications FY27				
Owner	City of Kingman, Arizona				
JOC Contract	ENG23-0129				
Contract Type	Underground Utility Pipeline Construction & Related Infrastructure				
Proposal Date	August 12, 2026				
Pricing Basis	Time & Material / Job Order				
Not-to-Exceed Amount	$258,000.00				
Category	**Estimated Cost**	**Coefficient / Markup**	**Adjusted Cost**	**Notes**	**Authorized**
Labor	$94,000.00	1.00	$94,000.00	Linked from Labor sheet	Yes
Owned Equipment	$155,275.00	1.00	$155,275.00	Linked from Equipment sheet	Yes
Estimated Base Job Total	$249,275.00				
Not-to-Exceed	$258,000.00				
Remaining Capacity Before Bonds	$8,725.00				
FINAL PROPOSAL SUMMARY					
Base Job Total	$249,275.00		$249,275.00	Current labor + equipment subtotal	
Bonds & Insurance	$249,275.00	3.5%	$8,724.63	3.5% of current base job total	
Final Estimated Proposal Total			$257,999.63	Base job total plus bonds/insurance; no sales tax	
Maximum Not-to-Exceed Amount			$258,000.00	Current City authorization	
Remaining Capacity			$0.38	Amount remaining below NTE	
REVISED ESTIMATE BASIS: Sales tax has been removed at the City's direction. Bonds and Insurance remain calculated at 3.5% of the base job total. The current Job Order authorization is not to exceed $258,000.00. If additional funding is required to complete the work, the City may authorize additional funds through a change order.					

Classification	Hourly Rate	Estimated Hours	Estimated Cost	Notes
Foreman & Truck	$65.00	600	$39,000.00	JOC Table A2
Laborer & Truck	$55.00	1000	$55,000.00	JOC Table A2
Labor Total			$94,000.00	

Equipment	Make / Model	Hourly Rate	Estimated Hours	Estimated Cost	Notes
Mini Excavator 4,000–9,999 lbs.		$105.00	60	$6,300.00	JOC Table A2
Mini Excavator 10,000–15,999 lbs.		$115.00	50	$5,750.00	JOC Table A2
Mini Excavator 16,000–20,000 lbs.		$125.00	0	$0.00	JOC Table A2
Excavator	Cat 320 / 45,000 lbs.	$165.00	0	$0.00	JOC Table A2
Mini Excavator Breaker 1500 lbs.		$120.00	0	$0.00	JOC Table A2
Mini Excavator Breaker 1200 lbs.		$110.00	0	$0.00	JOC Table A2
3 & 4 Yard Loaders		$140.00	0	$0.00	JOC Table A2
3-7 Yard Dump Truck		$95.00	350	$33,250.00	JOC Table A2
12 Yard Dump Truck		$130.00	0	$0.00	JOC Table A2
2,000 Gallon Water Truck		$95.00	0	$0.00	JOC Table A2
Asphalt Roller	BOMAG 1 Ton	$85.00	0	$0.00	JOC Table A2
Dirt Screen	Grizzly 3½	$45.00	0	$0.00	JOC Table A2
Air Compressor	Sol Air 185 CFM	$65.00	80	$5,200.00	JOC Table A2
Grade Tractor	Case 570 MVT	$95.00	0	$0.00	JOC Table A2
Skid Steer		$100.00	150	$15,000.00	JOC Table A2
Vac Trailer	Vac-Tron SB800	$95.00	945	$89,775.00	JOC Table A2
Motor Grader		$160.00	0	$0.00	JOC Table A2
Milling Machine & Skid Steer		$150.00	0	$0.00	JOC Table A2
Street Sweeper	n/a	$65.00	0	$0.00	JOC Table A2
Equipment Total				$155,275.00	

JOB ORDER FORM

Date: 8-13-2026

Project Name: LCRR Field Verification Phase 4

Contract No: ENG23-0129

JOC - Task

Contractor Name: Kincheloe 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: $258,000

Completion Date: 250 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: _____ 8/13/26
Contractor Authorized Signature Date

Colton Kincheloe
Printed Name

Approved By: _____
City of Kingman Date

_____
Printed Name

CITY OF KINGMAN, ARIZONA

UNDERGROUND UTILITY PIPELINE CONSTRUCTION
&
RELATED INFRASTRUCTURE

Kincheloe Construction, LLC

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 Kincheloe Construction, LLC 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 Contact.

"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 warrantees 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

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:

COMPANY	PERSONNEL	OFFICE PHONE
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

Ken Watkins, Mayor

Attest:

Annie Meredith, City Clerk

Kincheloe Construction, LLC

Member

Name/Title

DIANA LYNN HOPPER
Notary Public - Arizona
Mohave County
Commission # 582215
My Comm. Expires Jun 17, 2024

STATE OF ARIZONA)
)ss
County of Mohave)

The foregoing instrument was subscribed and sworn to before me this 24th day of January, 2024, by _____.

Diana Lynn Hopper
Notary Public

My Commission Expires:

June 17, 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	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	$60
	1.02 Equipment Operator	$55
	1.03 Laborer & Truck	$52
	1.04 Supervisor & Truck	$65
	1.05 Truck Driver	$48

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.01	Bobcat	E50 & E60	Mini Excavator	$95.00
	2.02	Bobcat	E80	Mini Excavator	$110.00
	2.03	Bobcat	322	Mini Excavator	$90.00
	2.04	Cat	320	Excavator	$155.00
	2.05	Cat	1500 #	Breaker 1500 #	$120.00
	2.06	Ramar / Sb2150 Atlas Copco	1200 #	Breaker 1200 #	$105.00
	2.07	Case	621B	3 yd loader	$105.00
	2.08	Kawasaki	70V	4 yd Loader	$130.00
	2.09	Ford	F-800	7 yd Dump Truck	$95.00
	2.10	Ford	F-800	1800 Gallon Water Truck	$95.00
	2.11	GMC	7500	1800 Gallon Water Truck	$95.00
	2.12	BOMAG	1 Ton	Asphalt Roller	$80.00
	2.13	Grizzly	3 ½	Dirt Screen	$25.00
	2.14	Sol Air	185 CFM	Air Compressor	$65.00
	2.15	Case	570 MVT	Grade Tractor	$95.00
	2.16	Bobcat	576	Skid Steer	$95.00
	2.17	Bobcat	5770	Skid Steer	$95.00
	2.18	Kubota	Sul65	Track Skid Steer	$95.00
	2.19	Vac-Tron	SB800	Vac Trailer	$95.00
	2.20	Case	856C	Motor Grader	$160.00
	2.21	John Deere	772 Ch III	Motor Grader	$160.00
	2.22	Sterling	7500	12 yard dump truck	$140.00
	2.23	Bobcat	18" – 30"	Milling Machines	$100.00
	2.24	Sweeper	n/a	Street Sweeper	$50.00

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 * **If equipment isn't transported, then the hourly rate for equipment will be paid*	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 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

Ken Watkins, MAYOR

Attest:

Annie Meredith, CITY CLERK

CITY OF KINGMAN ARIZONA INCORPORATED 1952

KINCHELOE CONSTRUCTION, LLC

Colton Kincheloe, Member

State of Arizona)
)ss
County of Mohave)

Subscribed and Sworn to Before Me

This 21 day of January, 2026.

Notary Public

Notary Public State of Arizona
Mohave County
John Stuart Munro
My Commission Expires 5/11/2028
Commission Number 666196

My Commission Expires: 5-11-28

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.		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 * **If equipment isn't transported, then the hourly rate for equipment will be paid*	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

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

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Mike Garmon
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Approval of Resolution No. 5639- Accepting a Sanitary Sewer Easement for the Offsite Sewer Related to the Hualapai's Edge Subdivision

---

SUMMARY:
The Hualapai's Edge subdivision will discharge to a new sewer line that crosses private property between Louise Avenue and Clay Springs Avenue. A sewer line easement is required for the portion of the sewer that crosses private property owned by Rancho Santa Fe Inc. as shown on Exhibit A.

FISCAL IMPACT:
None

STAFF RECOMMENDATION:
Approve Resolution No. 5639.

SUGGESTED MOTION:
Move to approve Resolution No. 5639.

ATTACHMENTS:
OffsiteSewerEasement.pdf
Res5639_AcceptPublicSewerEasement_HEOffsite.pdf

When recorded return to:
Kingman City Clerk
310 N. 4th Street
Kingman, AZ 86401

GRANT OF PUBLIC WATER LINE EASEMENT
(EXEMPT FROM AFFIDAVIT OF VALUE PURSUANT TO A.R.S. §11-1134(A)(2))

For the consideration of Ten and 00/100 Dollars, and other valuable consideration, LEE BRUNO - ("Grantor"), does hereby convey to the **CITY OF KINGMAN**, an Arizona Municipal Corporation ("Grantee"), an easement for public sewer line purposes and all purposes incident thereto; together with the right of ingress and egress for the purpose of installation, maintenance and replacement, including, without limitation, sewer lines, and other apparatus and equipment related thereto under, over, on and across the real property (the "Property") situate in Mohave County, Arizona, described as:

SEE EXHIBIT A

Together also with the right, from time to time, to inspect, redesign, rebuild, repair or alter said lines, apparatus and equipment and to install additional apparatus and equipment, as well as the right to remove any of such lines or apparatus and equipment.

This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

Grantee may prosecute any proceeding, at law or in equity, against any person violating, or attempting to violate, any provisions of this Easement to prevent such person from doing so and to recover damages for any such violation. Except as otherwise provided in this easement, all costs and expenses incurred in pursuing a remedy at law or in equity, including, without limitation, reasonable attorneys' fees, shall be paid by those persons violating, or attempting to violate, any provisions of this Easement.

IN WITNESS WHEREOF, Grantor has executed this Easement this 31 day of Aug, 2026

GRANTOR:

BY: Lee Bruno Attorney in Fact

BY: _____

STATE OF ARIZONA)
) ss.
County of Mohave)

BRANDI TORRES
NOTARY PUBLIC - STATE OF ARIZONA
MOHAVE COUNTY
COMM. # 675554
MY COMMISSION EXPIRES
10-13-2028

Acknowledged before me this 31 day of August, 2026 by _____.

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

_____
Notary Public

My Commission expires:
10-13-2028

CONSENT

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

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

BY: _____

Name: LEE BRUNI

Title: Partner - Rancho Santa Fe Ranch

STATE OF ARIZONA)
) ss.
County of Mohave)

The foregoing instrument was acknowledged before me this 31 day of August, 2020 by_____, the _____, on behalf of_____.

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

_____
Notary Public

BRANDI TORRES
NOTARY PUBLIC - STATE OF ARIZONA
MOHAVE COUNTY
COMM. # 675554
MY COMMISSION EXPIRES
10-13-2028

My commission expires:

10-13-2028

ACCEPTANCE

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

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

CITY OF KINGMAN,
A municipal corporation

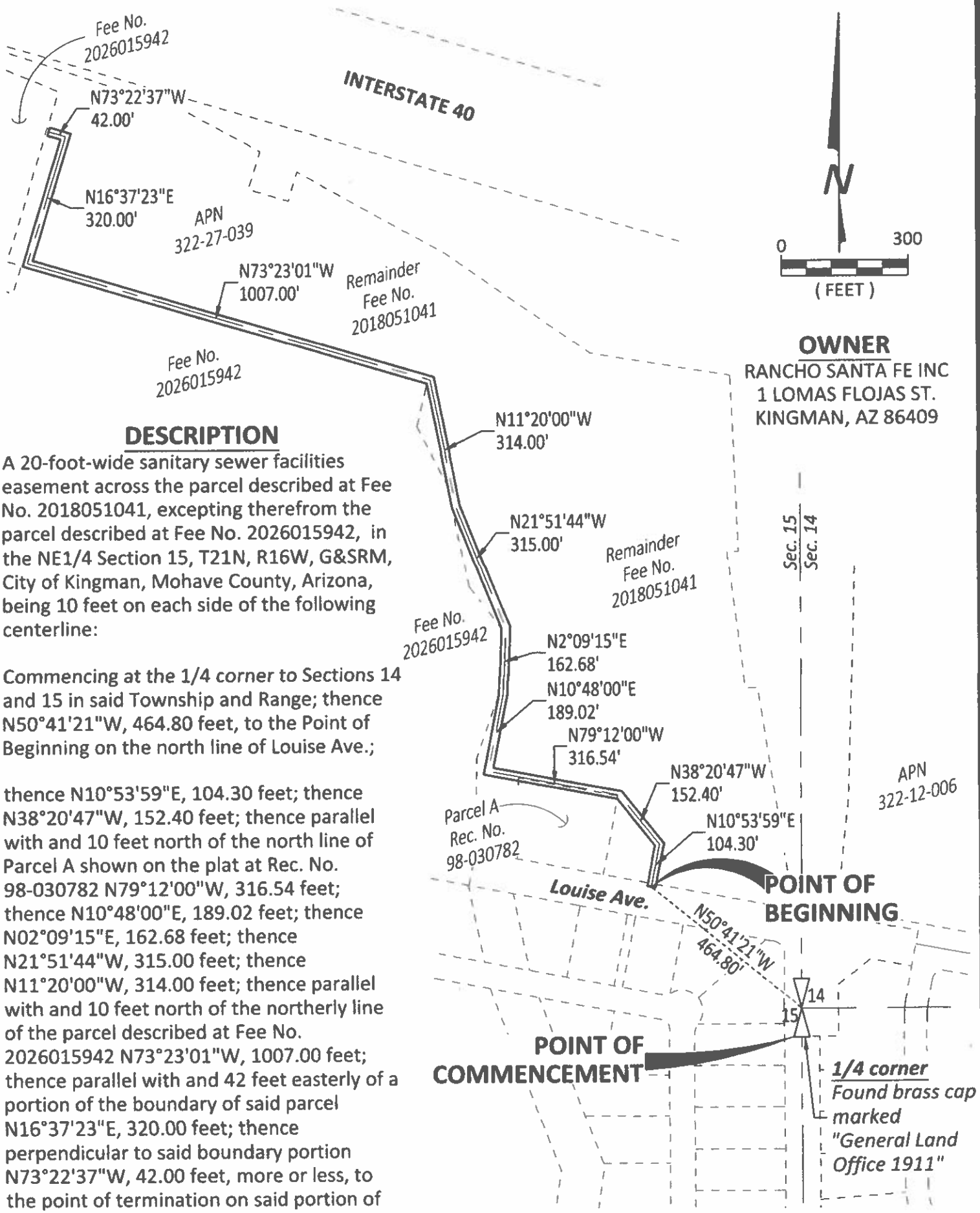
BY: _____
Ken Watkins, City Mayor

ATTEST:

_____
Annie Meredith, City Clerk

EXHIBIT

A SANITARY SEWER FACILITIES EASEMENT IN THE NE1/4 SECTION 15, T21N, R16W, G&SRM, CITY OF KINGMAN, MOHAVE COUNTY, ARIZONA



OWNER

RANCHO SANTA FE INC
1 LOMAS FLOJAS ST.
KINGMAN, AZ 86409

DESCRIPTION

A 20-foot-wide sanitary sewer facilities easement across the parcel described at Fee No. 2018051041, excepting therefrom the parcel described at Fee No. 2026015942, in the NE1/4 Section 15, T21N, R16W, G&SRM, City of Kingman, Mohave County, Arizona, being 10 feet on each side of the following centerline:

Commencing at the 1/4 corner to Sections 14 and 15 in said Township and Range; thence N50°41'21"W, 464.80 feet, to the Point of Beginning on the north line of Louise Ave.;

thence N10°53'59"E, 104.30 feet; thence N38°20'47"W, 152.40 feet; thence parallel with and 10 feet north of the north line of Parcel A shown on the plat at Rec. No. 98-030782 N79°12'00"W, 316.54 feet; thence N10°48'00"E, 189.02 feet; thence N02°09'15"E, 162.68 feet; thence N21°51'44"W, 315.00 feet; thence N11°20'00"W, 314.00 feet; thence parallel with and 10 feet north of the northerly line of the parcel described at Fee No. 2026015942 N73°23'01"W, 1007.00 feet; thence parallel with and 42 feet easterly of a portion of the boundary of said parcel N16°37'23"E, 320.00 feet; thence perpendicular to said boundary portion N73°22'37"W, 42.00 feet, more or less, to the point of termination on said portion of

WHEN RECORDED HOLD FOR
KINGMAN CITY CLERK
310 N. 4th Street
Kingman, Arizona 86401

CITY OF KINGMAN
RESOLUTION NO. 5639

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; ACCEPTING A PUBLIC SEWER EASEMENT ASSOCIATED WITH HUALAPAI'S EDGE SUBDIVISION

WHEREAS, the Hualapai's Edge subdivision will discharge to an offsite sewer line that crosses private property between Louise Avenue and Clay Springs Avenue as shown on Exhibit A.

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

1. The public sewer easement as described in Exhibit A is accepted for maintenance access purposes.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 15th day of September, 2026.

ATTEST:

Annie Meredith, City Clerk

APPROVED:

Ken Watkins, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

AGREED TO BY:

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Doug Breckenridge
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Kingman Municipal Airport Rehabilitation of Three Airfield Entrance Driveways

---

SUMMARY:
This agenda item is for consideration and approval to reconstruct 3 driveways providing access to the airfield at Kingman Airport. Three airfield entrance driveways at the Kingman Municipal Airport are raveling, creating a Foreign Object and Debris (F.O.D.) risk that could damage aircraft propellers. Milling and repaving these roads will mitigate the risk of F.O.D. being transferred onto the airfield through vehicles' tires.

The City has received multiple requests from tenants and a recommendation from the Airport and Industrial Park Advisory Commission to rehabilitate three airfield entrance driveways. This proposal is for an amount not exceed $246,565.00.

This is an approved project in the FY2026-27 Adopted Budget and 5-Year Capital Improvement Plan and is budgeted at $250,000 in the Airport Capital Projects Fund.

FISCAL IMPACT:
There will be a fiscal impact of $246,565 to the Airport Capital Projects Fund.

STAFF RECOMMENDATION:
Approve the execution of the agreement with Sunland Asphalt & Construction, LLC to repave three airfield entrance driveways for an amount not to exceed $246,565.00.

SUGGESTED MOTION:
Motion to approve the execution of the agreement with Sunland Asphalt & Construction, LLC to repave three airfield entrance driveways for an amount not to exceed $246,565.00.

ATTACHMENTS:
Sunland Proposal 8.26.26_City of Kingman- Kingman Airport Various Gate Entry Paving (002)-signed.pdf
Sunland_JOC___Amendments_1_through_3 Expires October 2026.pdf

SUNLAND ASPHALT
AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040
PHONE: 602.323.2800 | WWW.SUNLANDASPHALT.COM

To:	City of Kingman	**Contact:**	Doug Breckenridge
Address:	310 N 4th St	**Phone:**	928 753 5561
	Kingman, AZ 86401 US	**Fax:**	928 753 6867
Project Name:	City Of Kingman- Kingman Airport Various Gate Entry Paving	**Bid Number:**	10111457
Project Location:	7000 Flightline Dr., Kingman, AZ	**Bid Date:**	8/26/2026

This proposal is priced utilizing the revised Labor And Equipment Rate Sheets (Exhibit A) effective October 11, 2022, of the City Of Kingman And Sunland Asphalt And Construction, LLC. Job Order Contract NO. ENG21-0084.

Item Description	Estimated Quantity	Unit	Total Price
Mill / Grade / Pave (Gate 300, 270, & 263) Make Necessary Saw Cuts. Mill Approx. 19,800 Square Feet Of Existing Asphalt To A Depth Of 4 Inches. Millings Will Be Hauled Offsite. Proposal Is Based On A 4 Inch Mill Depth, If Asphalt Is Found To Be Deeper Than 4 Inches, Additional Charges May Be Incurred. Grading And Compaction Existing Base. Pave Approx. 19,800 Square Feet With 1/2 Inch MAG Asphalt Surface Course To An Average Finished Depth Of 4 Inches After Compaction With A Steel Wheeled Vibratory Roller. Install 3 Gate Loop Detectors. This Proposal Is Based On Performing The Work In 1 Phase.	1.00	LS	$246,565.00

Total Bid Price: $246,565.00

Notes:

- **Estimated taxes are included in total price. In order to hold pricing, this proposal must be signed and returned within 90 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.**
- **Material pricing is good through 12-31-2026.**
- **Sunland Asphalt routinely uses recycled material in hot mix asphalt products.**
- **Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.**
- **Sunland is not liable for drainage on projects with less than 1% fall. Due to existing conditions and matching elevations of concrete curbs, buildings and/or asphalt, we may not be able to raise or lower elevations to achieve proper slope to prevent standing water, therefore ponding of water may occur.**
- **Pricing excludes night/weekend work, permits, fees, bonds, notifications, QC testing, utility adjustment hardware, gate loops, painting bumper blocks, permanent signage, herbicide, removal and disposal of existing fabric underlayment, water source, or survey/staking in price unless noted above. Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal.**
- **This bid assumes all portions of the proposal will be accepted. Line items cannot be accepted individually. If only portions of the proposal are desired, Sunland Asphalt must revisit the proposal and adjust pricing accordingly.**

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sunland Asphalt & Construction, LLC

Authorized Signature: Chance Cherry

Project Consultant: Chance Cherry
(602) 288-5052

SUNLAND ASPHALT
AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040
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Project Name:	City Of Kingman- Kingman Airport Various Gate Entry Paving	**Bid Number:**	10111457
Project Location:	7000 Flightline Dr., Kingman, AZ	**Bid Date:**	8/26/2026

- **Sunland Asphalt Addendum Terms and Conditions:**
  Contractor and Owner hereby accept the terms of the attached Proposal subject to = the terms and conditions set forth in this Addendum. The Proposal and Addendum shall be collectively referred to as the "Contract." This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Proposal are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.
- 1. WORK
  Contractor will furnish all necessary labor, materials, and equipment to complete the work specified in the Contract (the "Work"). All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. Owner shall specify one representative to represent the Owner who has authority to accept the Work and authorize changes to the Work. Owner shall provide reasonable access to a water supply source. Owner grants Contractor permission to utilize photos and videos of the Work and the project site in the promotion of Contractor's business services.
- 2. PAYMENT
  Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.
- 3. INTEREST AND EXPENSES
  All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.
- 4. ATTORNEYS' FEES
  In the event of litigation regarding the Contract or collection efforts by Contractor, the prevailing party shall be awarded its reasonable attorneys' fees and costs, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, hand-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.
- 5. CONTINUED PERFORMANCE
  Nothing in this Contract shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.
- 6. BACK CHARGES
  No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the Contract. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.
- 7. WORK AREAS
  Owner is to prepare all work areas so as to be acceptable for Contractor to perform its work under the Contract. Owner shall notify Contractor in advance when the site will be ready for Contractor to perform its work and shall provide Contractor with free and unobstructed access so that the work can be commenced promptly and completed without delay. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.
- 8. TIME FOR PERFORMANCE
  Contractor shall be given a reasonable time in which to commence and complete the performance of the Contract. Contractor provides no assurances as to a complete date since the Work is subject to weather conditions, prior commitments, mechanical failures, and other cause beyond Contractor's control. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the contract price for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the contract price to be paid Contractor.

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Project Name:	City Of Kingman- Kingman Airport Various Gate Entry Paving	**Bid Number:**	10111457
Project Location:	7000 Flightline Dr., Kingman, AZ	**Bid Date:**	8/26/2026

- 9. WORKMANSHIP
  All workmanship and materials are guaranteed against defects for a period of one (1) year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other industry standard practices and will override strict compliance and strict performance. Contractor makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). Contractor's warranty does not extent to or cover settlement or cracking of asphalt or pavement due to expansive soils, improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. Contractor shall not be liable for damage to underground utilities which were improperly installed and/or backfilled.
- 10. WORK HOURS
  Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.
- 11. NOTICE
  Any notice or written claim required by the Contract to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the Contract, notwithstanding any shorter time period otherwise provided.
- 12. LIEN RIGHTS
  Not Applicable
- 13. LABOR
  Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).
- 14. LIQUIDATED DAMAGES
  The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Contract and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.
- 15. SCHEDULE
  Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, Owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.
  .
- 16. INSURANCE RESTRICTION
  Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.
- 17. INDEMNITY, HOLD HARMLESS
  To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and hold harmless Owner from and against all liability, loss, claims, demands, damages, suits, costs, fees, fines, penalties, expenses, and causes of action to the extent caused by Contractor or any of Contractor's employees, agents, representatives, subcontractors, or suppliers. Any indemnification or hold harmless obligation of the Contractor shall extend only to claims resulting to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of Contractor or someone for whom it is responsible. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of its negligence.
- 18. RIGHT TO RELY
  Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.

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Project Location:	7000 Flightline Dr., Kingman, AZ	**Bid Date:**	8/26/2026

- 19. HAZARDOUS WASTE
  Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this Contract. Title to all hazardous waste shall remain with others and shall not be property of Contractor.
  .
- 20. SOILS
  Contractor shall have no liability to Owner or any third-party relating to underlying soil conditions. Contractor will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet material specifications. Contractor's warranty shall be waived and have no effect should Owner direct or authorize Contractor to pave on unstable subgrade or subgrade containing frost and Owner shall be responsible for any and all resulting damage or required repairs. If Owner requests that the top lift of asphalt be placed at a later date, the cost for all clean up and remobilization is the Owner's responsibility.
- 21. ENGINEERING SERVICES
  If Contractor provides subcontracted construction stakes and/or subcontracted engineering services, Owner agrees to indemnify and defend Contractor from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work. If a soil sterilizer or herbicide is applied by Contractor, it is applied at the request of Owner in an effort to retard weed growth and Contractor makes no representation or guarantee that its use will have the intended effect. Owner shall indemnify, hold harmless, and defend Contractor from and against any and all damages, claims, costs or expenses, including attorneys' fees and costs, resulting from these services. Owner is advised to retain an independent licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. Contractor may modify the Proposal to include such recommendations.
- 22. AMERICANS WITH DISABILITIES AC
  Owner is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold Contractor harmless from and against any and all liability, claims, damages or expenses, including attorneys' fees, relating in any way to ADA requirements or issues. Contractor recommends that Owner obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Owner to obtain compliance, Owner may make recommendations for such work and additional charges may apply.
- 23. DISPUTE RESOLUTION
  Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Mohave County, Arizona, and be governed by the laws of Arizona.

CITY OF KINGMAN
DRAINAGE AND STREET IMPROVEMENT PROJECTS
JOB ORDER CONTRACT – CONSTRUCTION SERVICES
CONTRACT NO. ENG21-0084

THIS CONTRACT is made and entered into on the 18th day of October, 2022, by and between City of Kingman, hereinafter designated the "City" and Sunland Ac &Const,LLC hereinafter called the "Job Order Contractor" or "JOC"

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 Contact.

"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 warrantees 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:

Phillip Allred, 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:

Eric Sparkman, Assistant City Engineer

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:

Michael Thompson, Director of operations

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:

Abe Geupel, Senior project manager

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:

Michael Lucarelli, Project manager

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, 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: Cathy Dunbar, Project Coordinator 3030 S. 7th Street, Phoenix, AZ 85040
Fax(480)750-2106

to City: Phillip Allred, 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:

COMPANY	PERSONNEL	OFFICE PHONE
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

~~Jen Miles~~, Mayor
KEN WATKINS

Attest:

Annie Meredith

Annie Meredith, City Clerk

JOC CONTRACTOR

Name/Title Alex DeClusin, Vice President

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was subscribed and sworn to before me this 11th day of October, 2022, by Alex DeClusin, Vice President of Sunland Asphalt & Construction, LLC.

Stephanie McLaughlin
Notary Public

My Commission Expires:

August 27, 2026

STEPHANIE MCLAUGHLIN
Notary Public - Arizona
Maricopa County
Commission # 631476
My Comm. Expires Aug 27, 2026

AMENDMENT NO. 1

BETWEEN THE CITY OF KINGMAN AND SUNLAND ASPHALT & CONSTRUCTION, LLC. JOB ORDER CONTRACT – DRAINAGE AND STREET IMPROVEMENT PROJECTS CONTRACT NO. ENG21-0084

This Amendment shall be made to the Construction Services Agreement dated October 11, 2022 by and between the City of Kingman (City) and Sunland Asphalt & Construction, LLC. (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of October 11, 2022, this contract is hereby extended per the revised Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from January 16, 2024 through October 11, 2024.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA

Ken Watkins, MAYOR

Attest:

Annie Meredith, CITY CLERK

CITY OF KINGMAN INCORPORATED 1952

Sunland Asphalt & Construction, LLC.

Name / Title Alex DeClusin, Vice President

State of Arizona)
)ss
County of Maricopa)

Subscribed and Sworn to Before Me

This 2nd day of January, 2024.

Cathy A. Dunbar
Notary Public

Cathy A Dunbar
Notary Public
Maricopa County, Arizona
My Comm. Expires 04-28-27
Commission No. 646267

My Commission Expires: April 28, 2027

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	1.4	1.35	1.3

   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	$ 75.00
	1.02 Equipment Operator	$ 70.00
	1.03 Laborer	$ 65.00
	1.05 Project Engineer	$ 80.00
	1.06 Project Superintendent	$ 85.00
	1.07 Project Manager	$ 90.00

Equipment Rates

		Make	Model	Type of Equipment	Hourly
2	2.01	Vanair	Viper	Air Compressor	$ 29.00
	2.02	Mega	MPT 12	12K Kline Water Tower	$ 15.00
	2.03	Ditch Witch	FX 20	Ditch Witch Vacuum	$ 22.00
	2.04	CAT	262	Skid Steer w/ Mill Head	$ 48.00
	2.05	John Deere	210	Gannon Tractor	$ 53.00
	2.06	CAT	420	Backhoe	$ 56.00
	2.07	CAT	938	Loader	$ 76.00
	2.08	CAT	140H	Motor grader	$ 89.00
	2.09	CAT	613	Scraper	$ 99.00
	2.10	CAT	623	Scraper	$ 167.00
	2.11	CAT	CB24	Steel Wheel Roller (3-5 Ton)	$ 40.00
	2.12	CAT	CB34	Steel Wheel Roller (4-6 Ton)	$ 46.00
	2.13	CAT	CB54	Steel Wheel Roller (12 Ton)	$ 75.00

Table A2 Cont.		**Equipment Rates**			
		Make	Model	Type of Equipment	Hourly
2	2.14	CAT	CB64	Steel Wheel Roller (15 Ton)	$ 75.00
	2.15	LeeBoy	420	Pneumatic Roller (13 Ton)	$ 53.00
	2.16	CAT	PS150C	Pneumatic Roller (17 Ton)	$ 53.00
	2.17	CAT	PS360	Pneumatic Roller (27 Ton)	$ 53.00
	2.18	CAT	CC34	Combo Roller (7 Ton)	$ 46.00
	2.19	Broce	CR350	Kick-Broom	$ 51.00
	2.20	Power boss	SW9XR	Parking Lot Sweeper	$ 36.00
	2.21	Ford	F150	Pickup Truck (1/2 Ton)	$ 27.00
	2.22	Ford	F250	Pickup Truck (3/4 Ton)	$ 28.00
	2.23	Ford	F350-F550	Pickup Truck (1 Ton)	$ 35.00
	2.24	Ford	F350-F550	Crew Pickup Truck (1 Ton)	$ 35.00
	2.25	Ford	F650	Form Truck	$ 35.00
	2.26	Mack	7500	10 Wheel Dump Truck	$ 58.00
	2.27	ARS	EXT Seam Heater	Asphalt Joint Heater	$ 41.00
	2.28	Roadtec	SB-1500	Material Transfer Vehicle	$ 267.00
	2.29	Roadtec	SB-2500	Material Transfer Vehicle	$ 267.00
	2.30	Peterbilt	367	Transport Truck	$ 87.00
	2.31	Ford	F750 DWR	Mechanic Truck	$ 84.00
	2.32	Ford	F550	Sealcoat Truck (1000 GAL)	$ 65.00
	2.33	Kenworth	TK	Sealcoat Truck (2000 GAL)	$ 73.00
	2.34	Peterbilt	337	Boot Truck (1500 GAL)	$ 81.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.35	Peterbilt	365	Boot Truck (3000 GAL)	$ 91.00
	2.36	Ford	F750	Water Truck (2000 GAL)	$ 52.00
	2.37	Kenworth	PV100	Water Truck (4000 GAL)	$ 57.00
	2.38	Bearcat	1PB21S	Chip Spreader	$ 109.00
	2.39	Kenworth/Bergkamp	T880/M310CS	Slurry Truck	$ 110.00
	2.40	Essick	9CF	Tow Behind Mixer	$ 12.00
	2.41	Bergkamp	MS21	Bulk Tank Trailer (Slurry)	$ 14.00
	2.42	Bergkamp	M1E4	Continuous Feed Machine	$ 191.00
	2.43	Western Star	4900SB	Nurse Truck (Slurry)	$ 90.00
	2.44	Peterbilt	330	Tractor Truck (Slurry)	$ 50.00
	2.45	Bergkamp	MS21	Continuous Feed Support Trailer	$ 41.00
	2.46	Broce	BB250	Kick-Broom (3 Wheel)	$ 36.00
	2.47	Neal MFG	DA-350	Squeegee Machine	$ 40.00
	2.48	Bearcat	BK400	Crack fill Machine	$ 49.00
	2.49	LeeBoy	L250	Tack Tank Trailer (100-550 GAL)	$ 20.00
	2.50	CAT	BG650	Asphalt Elevator	$ 106.00
	2.51	LeeBoy	8510E	Asphalt Paver (Small/Medium)	$ 125.00
	2.52	CAT	1055	Asphalt Paver (Large)	$ 265.00
	2.53	Vogele	1800	Asphalt Spray Jet Paver	$ 397.00
	2.54	CAT	140M	Motor grader	$ 117.00
	2.55	Wirtgen	W210	Milling Machine	$ 383.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.56	Wirtgen	W2100	Milling Machine	$383.00
	2.57	Wirtgen	W250	Milling Machine	$383.00
	2.58	Heil	407	Sealcoat Job-Site Tanker	$17.00
	2.59	CAT	313FL	Excavator (308-318)	$69.00
	2.60	CAT	328D	Excavator (321-328)	$92.00
	2.61	Tandem	367	Sealcoat Tank Trailer (825-1000 GAL)	$19.00
	2.62	Peterbilt	357 Concrete mixer	Concrete Mixer (10 CY)	$78.00
	2.63	Parker	LS7714	Power Washer w/ Trailer	$10.00
	2.64	Grabber	HUSQ FS4600	Walk Behind Saw	$36.00
	2.65	CAT	303E	Excavator (303)	$43.00
	2.66	CAT	950	Loader (4 CY)	$102.00
	2.67	Freightliner	M2106	Pickup-Broom	$92.00
	2.68	Allmand Bros	Light Tower	Light Tower	$58.00
	2.69	Gomaco	GT6300	Concrete Curb Machine	$63.00
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				$1.50
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 * **If equipment isn't transported, then the hourly rate for equipment will be paid*			Flat Rate of $1000.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction			$3500.00
	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 SUNLAND ASPHALT & CONSTRUCTION, LLC. JOB ORDER CONTRACT – DRAINAGE AND STREET IMPROVEMENT PROJECTS CONTRACT NO. ENG21-0084

This Amendment shall be made to the Construction Services Agreement dated October 18, 2022 by and between the City of Kingman (City) and Sunland Asphalt & Construction, LLC. (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of October 18, 2022, this contract is hereby extended per the revised Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from October 18, 2024 through October 18, 2025.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA

Ken Watkins, MAYOR

Attest:

Annie Meredith, CITY CLERK

CITY OF KINGMAN INCORPORATED 1952 ARIZONA

Sunland Asphalt & Construction, LLC.

Immanuel Martinez, Division Manger Public Works

State of Arizona)
)ss
County of Maricopa)

Subscribed and Sworn to Before Me
This 25th day of September, 2024.

Brandi Williams
Notary Public

My Commission Expires: Jun 6, 2028

BRANDI WILLIAMS
Notary Public - Arizona
Maricopa County
Commission # 670417
My Comm. Expires Jun 6, 2028


KINGMAN
CITY OF
INCORPORATED
1952
ARIZONA

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	1.4	1.35	1.3

   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	$ 75.00
	1.02 Equipment Operator	$ 70.00
	1.03 Laborer	$ 65.00
	1.05 Project Engineer	$ 80.00
	1.06 Project Superintendent	$ 85.00
	1.07 Project Manager	$ 90.00

Equipment Rates

		Make	Model	Type of Equipment	Hourly
2	2.01	Vanair	Viper	Air Compressor	$ 29.00
	2.02	Mega	MPT 12	12K Kline Water Tower	$ 15.00
	2.03	Ditch Witch	FX 20	Ditch Witch Vacuum	$ 22.00
	2.04	CAT	262	Skid Steer w/ Mill Head	$ 48.00
	2.05	John Deere	210	Gannon Tractor	$ 53.00
	2.06	CAT	420	Backhoe	$ 56.00
	2.07	CAT	938	Loader	$ 76.00
	2.08	CAT	140H	Motor grader	$ 89.00
	2.09	CAT	613	Scraper	$ 99.00
	2.10	CAT	623	Scraper	$ 167.00
	2.11	CAT	CB24	Steel Wheel Roller (3-5 Ton)	$ 40.00
	2.12	CAT	CB34	Steel Wheel Roller (4-6 Ton)	$ 46.00
	2.13	CAT	CB54	Steel Wheel Roller (12 Ton)	$ 75.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.14	CAT	CB64	Steel Wheel Roller (15 Ton)	$ 75.00
	2.15	LeeBoy	420	Pneumatic Roller (13 Ton)	$ 53.00
	2.16	CAT	PS150C	Pneumatic Roller (17 Ton)	$ 53.00
	2.17	CAT	PS360	Pneumatic Roller (27 Ton)	$ 53.00
	2.18	CAT	CC34	Combo Roller (7 Ton)	$ 46.00
	2.19	Broce	CR350	Kick-Broom	$ 51.00
	2.20	Power boss	SW9XR	Parking Lot Sweeper	$ 36.00
	2.21	Ford	F150	Pickup Truck (1/2 Ton)	$ 27.00
	2.22	Ford	F250	Pickup Truck (3/4 Ton)	$ 28.00
	2.23	Ford	F350-F550	Pickup Truck (1 Ton)	$ 35.00
	2.24	Ford	F350-F550	Crew Pickup Truck (1 Ton)	$ 35.00
	2.25	Ford	F650	Form Truck	$ 35.00
	2.26	Mack	7500	10 Wheel Dump Truck	$ 58.00
	2.27	ARS	EXT Seam Heater	Asphalt Joint Heater	$ 41.00
	2.28	Roadtec	SB-1500	Material Transfer Vehicle	$ 267.00
	2.29	Roadtec	SB-2500	Material Transfer Vehicle	$ 267.00
	2.30	Peterbilt	367	Transport Truck	$ 87.00
	2.31	Ford	F750 DWR	Mechanic Truck	$ 84.00
	2.32	Ford	F550	Sealcoat Truck (1000 GAL)	$ 65.00
	2.33	Kenworth	TK	Sealcoat Truck (2000 GAL)	$ 73.00
	2.34	Peterbilt	337	Boot Truck (1500 GAL)	$ 81.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.35	Peterbilt	365	Boot Truck (3000 GAL)	$ 91.00
	2.36	Ford	F750	Water Truck (2000 GAL)	$ 52.00
	2.37	Kenworth	PV100	Water Truck (4000 GAL)	$ 57.00
	2.38	Bearcat	1PB21S	Chip Spreader	$ 109.00
	2.39	Kenworth/Bergkamp	T880/M310CS	Slurry Truck	$ 110.00
	2.40	Essick	9CF	Tow Behind Mixer	$ 12.00
	2.41	Bergkamp	MS21	Bulk Tank Trailer (Slurry)	$ 14.00
	2.42	Bergkamp	M1E4	Continuous Feed Machine	$ 191.00
	2.43	Western Star	4900SB	Nurse Truck (Slurry)	$ 90.00
	2.44	Peterbilt	330	Tractor Truck (Slurry)	$ 50.00
	2.45	Bergkamp	MS21	Continuous Feed Support Trailer	$ 41.00
	2.46	Broce	BB250	Kick-Broom (3 Wheel)	$ 36.00
	2.47	Neal MFG	DA-350	Squeegee Machine	$ 40.00
	2.48	Bearcat	BK400	Crack fill Machine	$ 49.00
	2.49	LeeBoy	L250	Tack Tank Trailer (100-550 GAL)	$ 20.00
	2.50	CAT	BG650	Asphalt Elevator	$ 106.00
	2.51	LeeBoy	8510E	Asphalt Paver (Small/Medium)	$ 125.00
	2.52	CAT	1055	Asphalt Paver (Large)	$ 265.00
	2.53	Vogele	1800	Asphalt Spray Jet Paver	$ 397.00
	2.54	CAT	140M	Motor grader	$ 117.00
	2.55	Wirtgen	W210	Milling Machine	$ 383.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.56	Wirtgen	W2100	Milling Machine	$383.00
	2.57	Wirtgen	W250	Milling Machine	$383.00
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	2.59	CAT	313FL	Excavator (308-318)	$69.00
	2.60	CAT	328D	Excavator (321-328)	$92.00
	2.61	Tandem	367	Sealcoat Tank Trailer (825-1000 GAL)	$19.00
	2.62	Peterbilt	357 Concrete mixer	Concrete Mixer (10 CY)	$78.00
	2.63	Parker	LS7714	Power Washer w/ Trailer	$10.00
	2.64	Grabber	HUSQ FS4600	Walk Behind Saw	$36.00
	2.65	CAT	303E	Excavator (303)	$43.00
	2.66	CAT	950	Loader (4 CY)	$102.00
	2.67	Freightliner	M2106	Pickup-Broom	$92.00
	2.68	Allmand Bros	Light Tower	Light Tower	$58.00
	2.69	Gomaco	GT6300	Concrete Curb Machine	$63.00
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				15%
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 * **If equipment isn't transported, then the hourly rate for equipment will be paid*			Flat Rate of $1000.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction			$3500.00
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor			Lowest bid

AMENDMENT NO. 3

BETWEEN THE CITY OF KINGMAN AND SUNLAND ASPHALT & CONSTRUCTION, LLC. JOB ORDER CONTRACT – DRAINAGE AND STREET IMPROVEMENT PROJECTS CONTRACT NO. ENG21-0084

This Amendment shall be made to the Construction Services Agreement dated October 18, 2022 by and between the City of Kingman (City) and Sunland Asphalt & Construction, LLC. (Contractor).

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- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA

Ken Watkins, MAYOR

Attest:

Annie Meredith, CITY CLERK

Sunland Asphalt & Construction, LLC.

Division Manager - Public Works
Name / Title Immanuel Martinez

State of Arizona)
)ss
County of Maricopa)

Subscribed and Sworn to Before Me

This 22 day of August, 2025.

VANESSA D. PAQUETTE
Notary Public - Arizona
Maricopa County
Commission # 676633
My Comm. Expires Dec 4, 2028

Notary Public

My Commission Expires: December 4, 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.

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      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

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   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.

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	1.03 Laborer	$ 65.00
	1.05 Project Engineer	$ 80.00
	1.06 Project Superintendent	$ 85.00
	1.07 Project Manager	$ 90.00

Equipment Rates

		Make	Model	Type of Equipment	Hourly
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	2.02	Mega	MPT 12	12K Kline Water Tower	$ 15.00
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	2.07	CAT	938	Loader	$ 76.00
	2.08	CAT	140H	Motor grader	$ 89.00
	2.09	CAT	613	Scraper	$ 99.00
	2.10	CAT	623	Scraper	$ 167.00
	2.11	CAT	CB24	Steel Wheel Roller (3-5 Ton)	$ 40.00
	2.12	CAT	CB34	Steel Wheel Roller (4-6 Ton)	$ 46.00
	2.13	CAT	CB54	Steel Wheel Roller (12 Ton)	$ 75.00

Table A2 Cont.		**Equipment Rates**			
		Make	Model	Type of Equipment	Hourly
2	2.14	CAT	CB64	Steel Wheel Roller (15 Ton)	$ 75.00
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	2.41	Bergkamp	MS21	Bulk Tank Trailer (Slurry)	$ 14.00
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	2.46	Broce	BB250	Kick-Broom (3 Wheel)	$ 36.00
	2.47	Neal MFG	DA-350	Squeegee Machine	$ 40.00
	2.48	Bearcat	BK400	Crack fill Machine	$ 49.00
	2.49	LeeBoy	L250	Tack Tank Trailer (100-550 GAL)	$ 20.00
	2.50	CAT	BG650	Asphalt Elevator	$ 106.00
	2.51	LeeBoy	8510E	Asphalt Paver (Small/Medium)	$ 125.00
	2.52	CAT	1055	Asphalt Paver (Large)	$ 265.00
	2.53	Vogele	1800	Asphalt Spray Jet Paver	$ 397.00
	2.54	CAT	140M	Motor grader	$ 117.00
	2.55	Wirtgen	W210	Milling Machine	$ 383.00

Table A2 Cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.56	Wirtgen	W2100	Milling Machine	$383.00
	2.57	Wirtgen	W250	Milling Machine	$383.00
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	2.59	CAT	313FL	Excavator (308-318)	$69.00
	2.60	CAT	328D	Excavator (321-328)	$92.00
	2.61	Tandem	367	Sealcoat Tank Trailer (825-1000 GAL)	$19.00
	2.62	Peterbilt	357 Concrete mixer	Concrete Mixer (10 CY)	$78.00
	2.63	Parker	LS7714	Power Washer w/ Trailer	$10.00
	2.64	Grabber	HUSQ FS4600	Walk Behind Saw	$36.00
	2.65	CAT	303E	Excavator (303)	$43.00
	2.66	CAT	950	Loader (4 CY)	$102.00
	2.67	Freightliner	M2106	Pickup-Broom	$92.00
	2.68	Allmand Bros	Light Tower	Light Tower	$58.00
	2.69	Gomaco	GT6300	Concrete Curb Machine	$63.00

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	15%

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 * **If equipment isn't transported, then the hourly rate for equipment will be paid*	Flat Rate of $1000.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction	$3500.00
	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:	Wendy Sherer
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	MSTEPP Reprogram Request for Use of Opioid Settlement Grants Funds

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SUMMARY:
At the October 21, 2025 Council Meeting, Council approved the award of five (5) proposals that were submitted in response to a formal solicitation for the use of the City's Opioid Settlement Grant funds. The bids were awarded as follows:

- Rivyve Behaviorial Health, Inc. - $100,000
- Cornerstone Mission Project, Inc - $97,075
- Hope Lives-Vive La Esperanza - $25,000
- Terros Health - $25,000
- Mohave Substance Abuse Treatment and Education Prevention Partnership (MSTEPP) - $25,000

The approved use of the funds awarded to MSTEPP included:
Outreach $10,500
Supplies/Materials $1,100
Other - Contract/Rentals $11,000
In-Direct Cost $2,400

The **Other - Contract/Rentals** amount of **$11,000** included $4,000 per year for 2 years for a total of $8,000 for the purpose of providing scholarships to underprivileged youth to participate in healthy organized activities. Due to a low number of applicants for these scholarship opportunities, MSTEPP is requesting $3,000 of these funds be reprogrammed to cover the costs of travel to allow the agency to take two (2) MSTEPP Youth Coalition - Standing up for Our Peers members to the Community Anti-Drug Coalitions of America (CADCA) National Forum on February 1st -5th in Washington, D.C. The forum hosts 4,000+ youth and adults providing training on leadership and development for building a strong foundation for youth coalitions.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:
Approve the reprogramming request to move $3,000 of Opioid Settlement Grant funds awarded to MSTEPP from Other-Contracts/Rentals to Travel

SUGGESTED MOTION:
Approve the reprogramming of $3,000 of the previously approved Opioid Settlement Grant funds awarded to MSTEPP to be moved from Other - Contract/Rentals to Travel.

ATTACHMENTS:
MSTEPP Proposal & Award Letter
MSTEPP Program Adjustment Request- Aug 26.pdf

October 26, 2025

Dear Mr. Devries,

Congratulations! On behalf of the City of Kingman, I'm pleased to inform you that your project, has been awarded **$25,000** through the Opioid Settlement Grants FY26.

We truly appreciate the time and effort that went into your application and commend you for your dedication to prevent substance abuse disorders or opioid use disorders in our community.

As a reminder, this is a **reimbursement-based award**, meaning that project costs must be incurred and paid before requesting reimbursement. Please be sure to keep all invoices, proof of payment, and supporting documentation for each expense. Reimbursement requests can be submitted to Monica Murphy, mmurphy@cityofkingman.gov using the provided reimbursement form.

Additionally, please note that **quarterly reporting** will be required using report template (attached) to ensure compliance with program guidelines. Quarterly reporting will need to include:

a. Narrative and Description of project activities achieved during specified timeframe.
b. Accomplishments ("success stories") and challenges.
c. Staffing changes.
d. Current budget and description of over or underspending.
e. Evaluation metrics (e.g., actual numbers served versus proposed numbers).

Reporting Period:

QUARTER	DATES	REPORT DUE DATE
1st Quarter	November 1, 2025 – December 31, 2025	January 15, 2026
2nd Quarter	January 1, 2026 - March 31, 2026	April 15, 2026
3rd Quarter	April 1, 2026 - June 30, 2026	July 15, 2026
4th Quarter	July 1, 2026 - September 30, 2026	October 15, 2026
5th Quarter	October 1, 2026 – December 31, 2026	January 15, 2027
6th Quarter	January 1, 2027 – March 31, 2027	April 15, 2027
7th Quarter	April 1, 2027 – June 30, 2027	July 15, 2027
8th Quarter	July 1, 2027 – September 30, 2027	October 15, 2027

If you have any questions regarding reimbursement procedures, reporting requirements, or other grant-related matters, please don't hesitate to contact Monica Murphy, Grants Administrator, 928-753-8159, and/or via email mmurphy@cityofkingman.gov.

Once again, congratulations on your award, and thank you for your continued efforts to support our community through this important project.

Monica Murphy
Grants Administrator
City of Kingman Finance Department
928-753-8159 | mmurphy@cityofkingman.gov

Mohave Substance-Abuse Treatment, Education, & Prevention Partnership (MSTEPP)
2730 E Andy Devine Ave, Kingman, AZ 86401
rdevries@mstepp.org
www.mstepp.org

July 11, 2025

To Whom It May Concern:

RE: Opioid Settlement Grants FY26
2025-RFP-11

The Mohave Substance Treatment Education Prevention Partnership (MSTEPP) appreciates the opportunity to apply for the City of Kingman Opioid Settlement funds proposal. MSTEPP was formally organized and achieved 501(c)3 status in 2007 and now stands at over 100 professional members from throughout the community.

MSTEPP serves as the primary SUD/OUD coordinating agency for the Mohave County Community Health Improvement Plan (CHIP) recently completed by the Mohave County Health Department and Kingman Regional Medical Center.

As an organization committed to Substance Use Disorder and Opioid Use Disorder services we have a full understanding of the City of Kingman RFP. Please find the following documents included with this proposal:

1. Program description and history
2. Title Page
3. Offer Form
4. Budget Worksheet and Budget Narrative
5. Proposer Signature
6. Proposer Guarantees and Warranties
7. References

Again, we thank you for the opportunity and look forward to enhancing our services to the residents of our community. Please fee free to contact me at (928) 279-7774 or at rdevries@mstepp.org

Respectfully submitted,

Robert J. DeVries
Program Director

Mohave Substance Treatment Education Prevention Partnership
(MSTEPP)
Opioid Settlement Fund Proposal

MSTEPP was formally organized and received 501(c)3 status in 2007 and has served as the leading prevention and awareness coalition throughout Mohave County. Our current membership stands at over 100 professionals from the community. When Mohave County was identified as the highest overdose death rate per capita in the State of Arizona, local and state officials called upon MSTEPP to serve as the lead in addressing the issue. In just over 5 years, Mohave County has made significant progress in addressing Substance Use Disorder and Opioid Use Disorder. Some of the programming that has assisted in lowering our death rate includes the following;

MSTEPP was successful in getting drug drop boxes located in every law enforcement agency in Mohave County accounting for thousands of pounds of expired or unused medication being removed from potential harm.

MSTEPP along with the Kingman Police Department piloted the Overdose Mapping Application for the State of Arizona in November of 2020. The program provides an alert to MSTEPP when either EMS, Fire or Law Enforcement respond to 2 or more overdoses within a short period of time or in close proximity to each other. MSTEPP in turn activates a neighborhood response team to saturate the impacted area with information on awareness, prevention and treatment options. Since the pilot launched, the program has expanded to 64 communities with over 10,000 entries into the system.

In December of 2022 MSTEPP partnered with the Arizona High Intensity Trafficking Area (HIDTA) and the Mohave Area General Narcotics Enforcement Team (MAGNET) to launch another pilot program the State of Arizona. The “Leave it Behind” program allows investigators to be equipped with Naloxone. When a search warrant is executed and evidence of opioid use is discovered, the investigators leave a Naloxone kit along with an informational brochure for the occupants of the residence. The program is now expanding throughout the state and received the “Outstanding Prevention Program” award from the Arizona HIDTA in July of 2023.

MSTEPP is an active member of the Substance Awareness Leaders of Arizona (SACLAz) representing 37 community coalitions in the State of Arizona. Over the past 4-years we have worked diligently to develop uniform training curriculum and materials related to fentanyl, opioids, methamphetamine, stigma and Naloxone. We have provided numerous training

sessions, community events and distributed over 3,000 Naloxone kits to prevent overdose death.

Additionally, MSTEPP has been involved in the creation of the Mohave County Overdose Fatality Review Team, Prescription Drug Monitoring Program (PDMP) registration for area medical providers and the Kingman Quality of Life Program that provides early SUD/OUD intervention for low level or first time offenders at the Justice Court Level.

Proposed Programming

Over the course of the next two years, MSTEPP is proposing to enhance our community outreach for both youth and adults.

In June of 2025 MSTEPP and community partners will host our first ever Hobbies not Habits event. The event will highlight healthy and organized hobbies and activities for youth to combat the "Nothing to do in Kingman" ideology. The response from community organizations has been amazing for a first time event (see attached flyer).

We received small donations to allow for the initial event however sustainable funding with be necessary for program continuation. One item that is sorely missing with the initial event is the ability to financially assist lower income youth participation. The ability to assist with funding scholarships, registrations, transportation and even minor equipment opens up a healthy path for youth to follow versus reverting to delinquent behavior. Strong evidence exists that proves healthy activities, especially after-school programming, reduces juvenile crime and enhances their education. MSTEPP will utilize an application process that will include a peer review process and committee recommendation for those pursuing funds.

Secondly, MSTEPP proposes to continue strong community outreach for adults as well. A community survey completed through SACLAz and the Youth Survey from the Arizona Criminal Justice Commission showed significant gaps in Mohave County. The state average for initial use of illicit substances is aged 12 in the state. Sadly, that age drops to 11 in Mohave County. Additionally, the survey found that 68% of the adults that have controlled substances or marijuana in their homes do not monitor the drugs.

In January of 2025, MSTEPP took over coordination of the Mohave County Street Team. The team has grown to over 110 members representing community organizations throughout the county. We host a Street Team event once a month and attempt to focus on areas where there are health disparities or known substance use problems. These events allow us to provide

locking bags and boxes to secure medications and marijuana to help offset early use by our youth. Additionally, the funds will help MSTEPP to fund printing of materials created by SACLAz. Those materials were provided in the past however funding for prevention materials has decreased significantly creating a large void.

As a strong partner in the Community Health Assessment and Community Health Improvement Program completed by the Mohave County Health Department and Kingman Regional Medical Center, MSTEPP will strive to increase our community outreach for our youth and adults alike.

FORM 1 – TITLE PAGE

Please submit all information requested herein

Organization / Agency / Company Name:

Mohave Substance Treatment Education Prevention Partnership (MSTEPP)

Contact Person's Name: Robert DeVries

Contact Person's Title: Program Director

Contact Telephone (include Area Code):
(829) 279-7774

Contact Email Address: rdevries@cmstepp.org

Mailing Address: 2730 E. Andy Devine Ave Kingman AZ

Street Address:
(if different from Mailing Address)

Organization / Agency / Company Website:
www.mstepp.org

Applying As (check one of the following):

_____ Individual __XX__ Single Agency

_____ Consortium of Partners _____ Number of Consortium Partners

Consortium Partner(s) Name(s):

_____

_____

FORM 3 - OFFER FORM

TO CITY OF KINGMAN:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal.

CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current City of Kingman employee is also an owner, corporate officer, or employee of your business. Indicate either

"Yes" (City employee is associated with your business), or "No." If yes, provide the name(s) of the

City employee(s) and the position(s) City employee(s) hold within your business (reference "Instructions to Offerors").

_____ Yes XX No If "YES", please provide the current City of Kingman employee and position

(include additional pages if necessary).

CONTACT:



Signature of Person Legally Authorized to Sign

Robert J. DeVries Program Director

Printed Name and Title

2730 E. Andy Devine

Company Address

Kingman AZ 86401

City / State / Zip Code

(928) 279-7774

Telephone Number (Including Area Code)

rdevries@mstepp.org

Email Address

FOR CLARIFICATION OF THIS OFFER:

Robert J. DeVries

Name (First, Middle Initial, Last)

Same

Printed Name and Title

(928)279-7774

Direct Telephone (Including Area Code)

(928) 279-7774

Mobile Telephone (Including Area Code)

rdevries@mstepp.org

Email Address

www.mstepp.org

Company Web Address

FORM 3 - BUDGET WORKSHEET

Submit a budget worksheet, along with the budget narrative, that explains the criteria used to compute the line-item figures. Direct costs are related to the specific program proposed in the application. Indirect expenses/costs are overhead expenses such as office rent, telephone, copier usage, management staff time, etc. Please indicate if you received any Opioid Settlement Funds from another agency.

Allowable Expenses

Direct program and overhead costs include personnel, travel, outreach, material and supplies directly related to the delivery of the education programs and services, equipment/technology used by program staff, communications, and other costs associated with the provision of services as detailed and accepted in the Budget Sheet. Indirect expenses/costs cannot exceed ten percent (10%).

BUDGET			
	DIRECT PROGRAM COSTS	**November 1, 2025 - September 30, 2027**	**Total**
	Personnel		
	Salaries		
	Position: % FTE		
	Position: % FTE		
	Position: % FTE		
1	Total Salaries		
2	ERE rate: %		
3	**Personnel Subtotal (1-2)**		-0-
	Operating		
4	Travel		
5	Outreach		$10,500.00
6	Staff Education and Training		
7	Supplies/Materials		$1,100.00
8	Equipment		
9	Other:		$11,000.00

10	Other:		
11	**Operating Subtotal (4-10)**		$22,600.00
12	**INDIRECT COSTS** (not to exceed 10%)		$2,400.00
	TOTAL BUDGET (3, 11 & 12)		$25,000.00
	OTHER OPIOID SETTLEMENT FUNDS		

Mohave Substance Treatment Education Prevention Partnership
MSTEPP
Opioid Settlement Funds
Budget Narrative

MSTEPP is proposing a budget that has zero personnel costs involved. Our staff wages are covered by the Drug Free Communities (DFC) federal grant and an annual contribution from the Kingman Regional Medical Center.

Operating

Outreach

- Hobbies not Habits youth logoed cloth book bags for prevention and awareness materials. Each participant will receive a bag upon their arrival that will be pre-stuffed with the printed materials and also allow additional space for information they obtain at the event. Cost is for 1,000 bags at $2.50 per bag for a total of $2,500.00
- Locking bags and boxes for medications and marijuana in the home environment. The bags and boxes will allow us to continue our "Lock it Up" program related to substances that are not monitored in the home environment. Cost is for 400 bags/boxes at a cost of $5.00 per bag/box for a total of $2,000.00
- MSTEPP plastic bags for parent information. Bags will contain printed material created by the Substance Awareness Leaders of Arizona (SACLAz). Bags are pre-stuffed with materials that are pertinent to youth and the need to keep substances secure in the home. Cost is for 1,000 logoed plastic bags at $1.00 per bag for a total of $1,000.00
- Purchase of printed materials that have been created by SACLAz for both youth and adults. Printing would be completed at Sir Speedy in Prescott, Arizona who has provided a bulk rate printing schedule for members of SACLAz. Materials would cost $2,500.00 per year x 2 years for a total of $5,000.00

Outreach Total $10,500.00

Supplies/Materials

- Misc. office supplies budgeted at $25.00 per month x 24 months of operations for a total of $600.00
- Youth and family oriented games and activities for the Hobbies not Habits raffle prizes. Cost is based upon known expenditures for the Annual Walk Away from Drugs raffle. Cost will be $250.00 per year for 2 years at a total of $500.00

Supplies/Materials Total $1,100.00

Other – Contracts/Rentals

- Rental of the Boys and Girls Club facility for the Hobbies not Habits event. The event will be held annually in the Spring/Summer season. Cost is $1,000.00 per day for 2 years at a total of $2,000.00
- Providing miscellaneous memberships, scholarships, registration and minor equipment for underprivileged youth to participate in healthy organized activities. KART service will also be provided to those in need of transportation. Cost estimates are $4,000.00 per year for 2 years for a total of $8,000.00. MSTEPP will work with other community service organizations to assist in the scholarship program should demand and costs exceed the budget.
- Providing a healthy snack and lunch for youth attending the Hobbies not Habits event. Costs are estimated to be $500.00 per year for a total of $1,000.00

Other – Contracts/Rentals Total $11,000.00

Total Operating Cost: $22,600.00

In-Direct Cost

MSTEPP has applied in-direct costs to offset coalition expenses and accounting at $100.00 per month for 2 years for a total of $2,400.00. Cost is under the federal de-minimus rate of 10%.

In-Direct Cost	**$2,400.00**
Total Budget Costs	**$25,000.00**

PROPOSER SIGNATURE PAGE

A. By signature below, the Proposer certifies the specifications and general provisions have been carefully examined. If the proposal is accepted, Proposer agrees to contract with the City of Kingman to furnish the item(s) and/or services in the manner and time herein prescribed and according to all the requirements set forth.

B. The Proposer hereby certifies that Proposer:

   a. Has not discriminated against disadvantaged, minority or women small business enterprises in obtaining any required subcontracts in accordance with ARS.

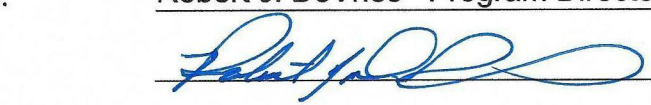
   b. Completes, signs and returns the attached documentation:
   Cover Letter
   Proposer Contract with Terms & Conditions
   Proposer Signature Page
   Proposer Guarantees and Warranties
   References

   c. May withdraw a proposal at any time prior to the RFP opening by providing written request to the City Clerk. However, all RFP's shall be irrevocable for one hundred twenty (120) calendar days from the day of the RFP opening.

C. The Proposer agrees that pursuant to ARS § 34-253, the undersigned certifies that neither he/she nor anyone associated with Proposer's company listed below has directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive submission in connection with this procurement. Further, Proposer agrees to provide a notarized "NO COLLUSION AFFIDAVIT" if so required by the City, at a future date.

PROPOSAL SUBMITTED BY:

NAME/TITLE: Robert J. DeVries Program Director

SIGNATURE: 

ARIZONA TAX ID: 26-2119427

FEDERAL TAX ID: 26-2119427

NAME OF PROPOSER: Mohave Substance Treatment Education Prevention Partnership (MSTEPP)

ADDRESS: 2730 E. Andy Devine Avenue Kingman AZ

PH: (928) 279-7774 FAX:

PROPOSER GUARANTEES AND WARRANTIES

The Proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section I.B. Services.

Proposer warrants that it is willing and able to comply with State of Arizona laws with respect to foreign (non-State of Arizona) corporations.

Proposer warrants that all information provided in connection with this proposal is true and accurate.

Proposer warrants the following by indicating yes or no to the following questions.

Yes	No		
	X	1.	Has the City of Kingman or other governmental entity incurred costs as a result of contested change order(s) from the Proposer?
	X	2.	Has the City of Kingman or other governmental entity been involved in litigation relative to contract performance with the Proposer?
	X	3.	Has the Proposer failed to perform or performed unsatisfactory in two or more contracts within a thirty-six (36) month period?
	X	4.	Has the Proposer been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?
X		5.	Does the Proposer have adequate equipment, personnel and expertise to complete the proposed contract?

If you answered "yes" to Items 1-4 or answered "no" to Item 5, please attach a full explanation to this questionnaire.

Signature of Official: 

Name (Typed): Robert J. DeVries

Title: Program Director

Proposer: Mohave Substance Treatment Education Prevention Partnership (MSTEPP)

Proposer FEI Number: S62CZMGBLGR8

Date: May 30, 2025

FORM 2 – REFERENCES

REFERENCE #1	
Organization Name:	Kingman/Cerbat Justice Court
Contract Dates:	Continual
Organization Address:	524 E. Beale Street
Contact Name and Title:	Judge David Wayt
Email Address:	dwayt@courts.az.gov
Average Number of Persons receiving services each month of contract:	20

REFERENCE #2	
Organization Name:	Kingman Unified School District #20
Contract Dates:	Continual
Organization Address:	3033 MacDonald Avenue
Contact Name and Title:	Gretchen Dorner, Superintendent
Email Address:	gdorner@kusd.org
Average Number of Persons receiving services each month of contract:	10

REFERENCE #3	
Organization Name:	Mohave County Street Team Outreach
Contract Dates:	Continual
Organization Address:	700 W. Beale Street
Contact Name and Title:	Dani Lagana, Special Programs Analyst
Email Address:	lagand@mohave.gov
Average Number of Persons receiving services each month of contract:	40-60

CITY OF KINGMAN

310 NORTH FOURTH STREET
KINGMAN, ARIZONA 86401
(928) 753-5561

LICENSE NO. **23684**
PLATE NO.

NOT TRANSFERABLE

THE PERSON OR ENTITY LISTED BELOW HAS APPLIED TO CONDUCT BUSINESS IN THE CITY OF KINGMAN UNDER CHAPTER 8 OF THE KINGMAN MUNICIPAL CODE. THIS LICENSE DOES NOT CONVEY A RIGHT TO OPERATE. THE CITY OF KINGMAN DOES NOT ENDORSE THE PRODUCTS OR SERVICES OFFERED BY THE BUSINESS.

LICENSE FEE
$30

LOCATED AT 2730 Andy Devine Ave Unit C

KINGMAN AZ 86401

PLEASE POST CONSPICUOUSLY

ISSUED TO **Mohave Substance Treatment Education**
Robert J Devries
2730 Andy Devine Ave Unit C

Kingman, AZ 86401

CONTRACTOR'S NO.

DATE ISSUED 07/03/2025
DATE EXPIRES 12/31/2025

Business Type: NON-PROFIT HUMAN SERVICES

Director of Finance

Opioid Settlement Grants FY26
Program Adjustment Request

Name of Award Recipient: MSTEPP

Total Original Award Amount: $ $25,000.00

Reason for Adjustment Request: Budget Adjustment

(Note: If a Budget Adjustment is being requested, please complete the Budget Adjustment worksheet below.)

Describe the Reason for the Program Adjustment:

MSTEPP budgeted $4,000.00 per year to provide scholarships and minor equipment for you and families that were in need. We only received 2 applications after our June 13th event. We believe the low number was based upon families already having summer activities covered for their children. We have moved the 2027 event to March in order to reach more families in need. We are proposing to

Budget Adjustment Worksheet

			Original Budget	Adjusted Budget
	Direct Program Costs			
	Personnel			
	Salaries			
	Position:	% FTE		
	Position:	% FTE		
	Position:	% FTE		
1	Total Salaries			
2	ERE Rate: ____%			
3	**Personnel Subtotal (1 - 2)**			
	Operating			
4	Travel			$3,000.00
5	Outreach		$10,500.00	$10,500.00
6	Staff Education and Training			
7	Supplies/Materials		$1,100.00	$1,100.00
8	Equipment			
9	Other:			
10	Other:		$11,000.00	$8,000.00
11	**Operating Subtotal (4 - 10)**			
12	Indirect Costs (not to exceed 10%)		$2,400.00	$2,400.00
	Total Budget (3, 11 & 12)		$25,000.00	$25,000.00

Request Submitted by: X

Name: Robert J. DeVries

Title: Program Director

Date Submitted: 8/27/26

Below Section to be Completed by the Finance Department

Will City Council Approval Be Required? ☐ Yes ☐ No

Approved by: X

Name:

Title:

Date Approved:

Opioid Settlement Grants FY26
Budget Adjustment Request

Narrative Addendum

MSTEPP is proposing to transfer $3,000.00 from our "other" category line to "travel". The transfer is to allow us to take 2 of our MSTEPP Youth Coalition – Standing Up for Our Peers (MYSCUP) to the Community Anti-Drug Coalitions of America (CADCA) National Forum over February 1st – 5th in Washington D.C. The forum hosts over 4,000 youth and adults from across the country with one training track built specifically for youth. The training focuses on leadership and development for building a solid foundation for youth coalitions. Our current MYSCUP is working on establishing the coalition as a working committee in the Lee Williams High School National Honor Society. They are very active in the Hobbies not Habits event and this year will have their own table at the 20th Annual Walk Away from Drugs.

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jack Plaunty
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Purchase Crack Seal Rubber for FY27 Residential Crack Seal Activities

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SUMMARY:
This item is for Council consideration and approval to purchase crack-seal rubber for use in Residential Districts 5 and 6 in preparation for spring chip-seal work. The attached quote is for material only, which the City forces will apply. Crack-seal material will be applied during the current fiscal year, with chip-seal work in Residential Districts 5 and 6 scheduled for the spring of FY27. This purchase will utilize the Arizona State Cooperative Contract CTR066732.

The total fiscal impact for the material will be $217,697.30, to be paid from the Highway Users Revenue Fund (HURF). This is an approved purchase in the FY2026-27 Adopted Budget and 5-Year Capital Improvement Plan.

FISCAL IMPACT:
The total fiscal impact for the material will be $217,697.30 and will be paid from the Highway Users Revenue Fund (HURF).

STAFF RECOMMENDATION:
Staff Recommends Approval

SUGGESTED MOTION:
Motion to approve the purchase of crack seal materials as presented.

ATTACHMENTS:
Crafco Quote w_Total, Tax, Shipping 9.1.2026.pdf
ADOT CTR066732 Crack Fill Rubber (Crafco).pdf

CRAFCO®
PRESERVATION PRODUCTS

QUOTE # BBBQ74271-02

Date Quoted 9/1/2026
EXPIRATION DATE 10/1/2026

14415 S. 50th St. Suite 100
Phoenix, AZ 85044
(602) 276-0406
FAX: (480) 940-0313

Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days. Products ordered for shipment after the expiration date on this quote will be adjusted to the price in the quote valid at the time of the shipment.

Quote To:	Account Code: 918217	**Ship To:**	Account Code: 918217
CITY OF KINGMAN PUBLIC WORKS AZ **TC Cantrell** 3700 E. ANDY DEVINE KINGMAN, AZ 86401 US **Mobile:** **Phone:** 928-692-3119 **Fax:** 928-757-8340 **Email:** tcantrell@cityofkingman.gov		CITY OF KINGMAN PUBLIC WORKS AZ STREETS 3700 E. ANDY DEVINE KINGMAN, AZ 86401 US TC Cantrell 928-692-3119 tcantrell@cityofkingman.gov	

Project Title: **City of Kingman - Polyflex III - 9 (TL) - 8.25.26**

Bid Date:
Bid Number: John Weable
Project Start Date: 8/25/2026
Ship Before: 10/1/2026
Quote Effective Dates: 8/25/2026 TO 10/1/2026

Terms: NET 30
F.O.B.: PPD- SET AMOUNT SEE NOTES
Ship Via: Truck/Common Carrier
Sales Group:
Quoted By: Shawn Garcia
Sales Office: WR7- Garcia/Huehl

Estimated Time to Ship After Receipt of Order:

Customer:	**CITY OF KINGMAN PUBLIC WORKS AZ STREETS**	Quote Number	BBBQ74271-02
Project Title:	**City of Kingman - Polyflex III - 9 (TL) - 8.25.26**	Date	09-01-26

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
34521-3-AZ11	POLYFLEX TYPE 3	LB	405,000	$0.4700	$190,350.0000

Customer:	**CITY OF KINGMAN PUBLIC WORKS AZ STREETS**	Quote Number	BBBQ74271-02
Project Title:	**City of Kingman - Polyflex III - 9 (TL) - 8.25.26**	Date	09-01-26

SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price

Sales Tax	$14,847.30
Sub Total	$190,350.00
Shipping Charges	$12,500.00
Total	$217,697.3000

Due to extreme market volatility, all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.

BABA (Buy American Build American) Compliance Certificates must be requested prior to shipment.

COMMENTS:

Attn: John Weable
928.529.0101
jweable@cityofkingman.gov

Quote : Polyflex III Pricing based off ADOT Co-Op CTR066732
shipped to City of Kingman office. This will ship in 9 truck deliveries.

Crafco Contact :
Shawn Garcia
480.793.4899
shawn.garcia@crafco.com

NOTE:

PAYMENT POLICY:

A deposit of 50% of the purchase price is required on all equipment orders.
Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

WARNING:

Products on this quote may be labeled in accordance with California Proposition 65.

For Terms and Conditions of purchases go to: https://crafco.com/Terms-of-Sale.pdf https://crafco.com/Terms.pdf
Quantities may be limited at Crafco's discretion.
Pricing and availability are subject to change without notice.
Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

FOB DEFINITIONS:
PPA- Delivered; freight included.
PPD- Delivered; freight separate.

Pavement Preservation Products Restocking Policy
RETURN POLICY
Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.
All products returned must be in the original packaging and be in good and salable condition.
Crafco reserves the right to charge repackaging fees in addition to restocking fees.
The customer is responsible for all shipping costs of returned products.
Request information on the acceptability for returns for any specific product when ordering.

Non-Returnable Products
Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

Restocking Fees
All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

How to Return an Item

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

Docusign Envelope ID: B1CA1D22-2BCB-428C-BDE3-29EC74042F15

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: Crafco Inc.	AMENDMENT NO.: Three (3)
DESCRIPTION: Asphalt Crack & Joint Sealant(s)	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Line Items

The line item on the attached determination is hereby changed. The attached price increase documentation will take effect at the time of renewal and at that time the line items in the Arizona Procurement Portal (APP) will be revised.

2. The contract is hereby mutually extended from July 23, 2026 to July 22, 2027 unless terminated, canceled, or extended as otherwise provided in the contract

3. All other terms, conditions and provisions of this contract remain unchanged.

Docusign Envelope ID: B1CA1D22-2BCB-428C-BDE3-29EC74042F15

ARIZONA DEPARTMENT OF TRANSPORTATION

PROCUREMENT DETERMINATION
PRICE INCREASE

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

1) Name: Stacy Wiesner **Title**: Senior Procurement Officer	**Date:** April 23, 2026
Contract Number: CTR066732 **Contract Description:** Asphalt Crack & Joint Sealant	**Contractor Name:** Crafco Inc.

2) Line Item Pricing:
See attached spreadsheet.

3) Provide justification:
Crafco has requested a price increase for Asphalt Crack & Joint Sealant. The price increase is attributed to material pricing (asphalt & polymer), oil, trucking and fuel. Crafco has provided documentation citing asphalt/polymer with increases approximately 20% - 66%. Crafco also provided documentation for fuel approximately 11% increase. After reviewing the documentation provided, it has been determined that the requested price adjustment of 10% is fair and reasonable and in the best interest of the State.

To Be Completed by Procurement Authority:

APPROVAL

- [x] Request Authorized Pursuant to A.A.C. R2-7-604A
- [ ] Request Denied
- [ ] Request Returned for Additional Information
- [ ] See Comments

Comments:

Approved by:

Signature:	Title:	Date:
DocuSigned by: 0FF07419F2604F4...	Procurement Manager	4/26/2026

Cc: File

Docusign Envelope ID: B1CA1D22-2BCB-428C-BDE3-29EC74042F15

CRAFCO® INC
AN ERGON COMPANY

April 14, 2026

Arizona Department of Transportation - Contracts and Specifications Division

Subject: Request for Contract Price Adjustment Renewal Period 7-23-26 – 7-22-27

We are requesting a 10% adjustment to current contract pricing in accordance with the escalation provisions outlined in the contract.

Recent geopolitical conflict involving Iran has disrupted global oil markets, resulting in rapid increases in crude pricing and tightening supply. As asphalt binder is a direct byproduct of crude oil, these impacts are directly affecting material costs in real time.

Across the market, we are seeing substantial cost escalation, including:

- Asphalt increases ranging approximately $110–$220 per ton depending on region
- Processing oil increases approaching $0.70/lb.
- Polymer increases of approximately 20%
- Rapidly rising transportation costs, including significant increases in fuel surcharges

We're also continuing to see upward pressure on freight and logistics, which is impacting delivered pricing.

This request falls within the contract guidelines and reflects current market conditions. At the same time, existing contract pricing hasn't kept pace with real-time replacement costs, which continues to widen the gap.

Given these conditions, current contract pricing is no longer aligned with market realities. An adjustment is required to maintain supply under current market conditions.

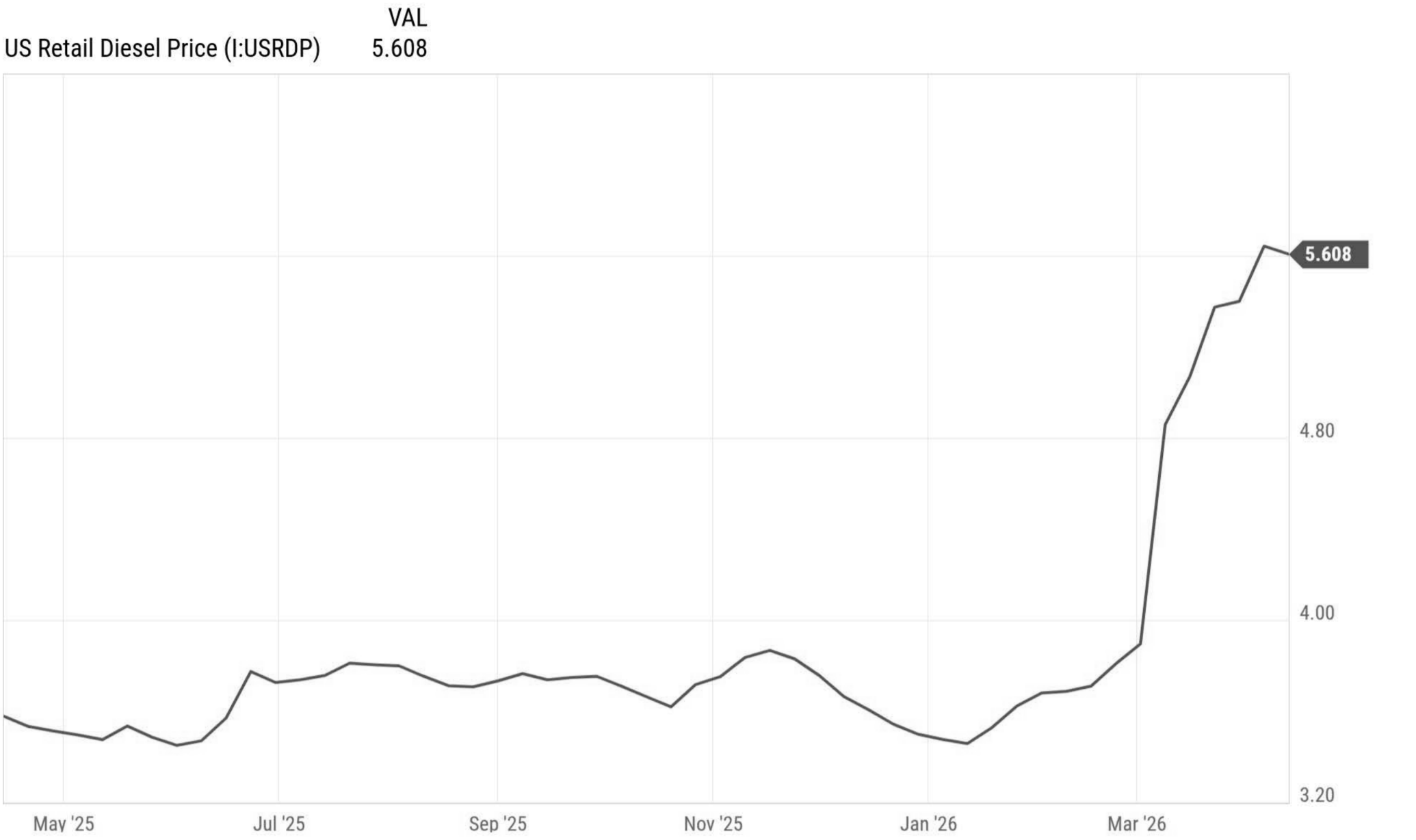
We're working to manage these changes and consistently and responsibly across all regions so we can continue supporting ADOT with reliable materials and service despite the volatility.

We are available to review updated pricing and provide supporting documentation as needed.

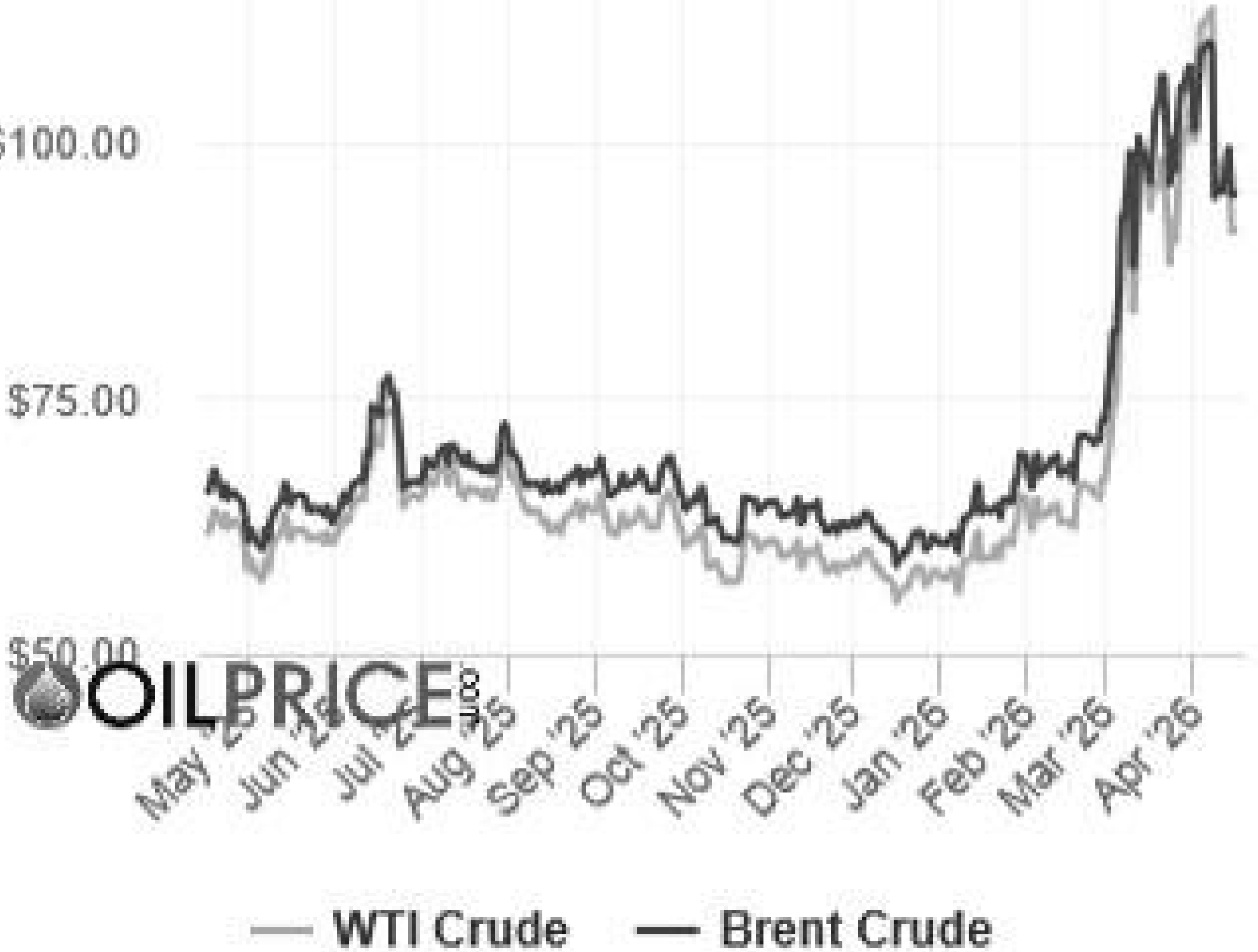
Sincerely,
Crafco, Inc.

Lisa M. Zentner
VP Specialty Products
Office: 602-276-0406
Lisa.zentner@crafco.com

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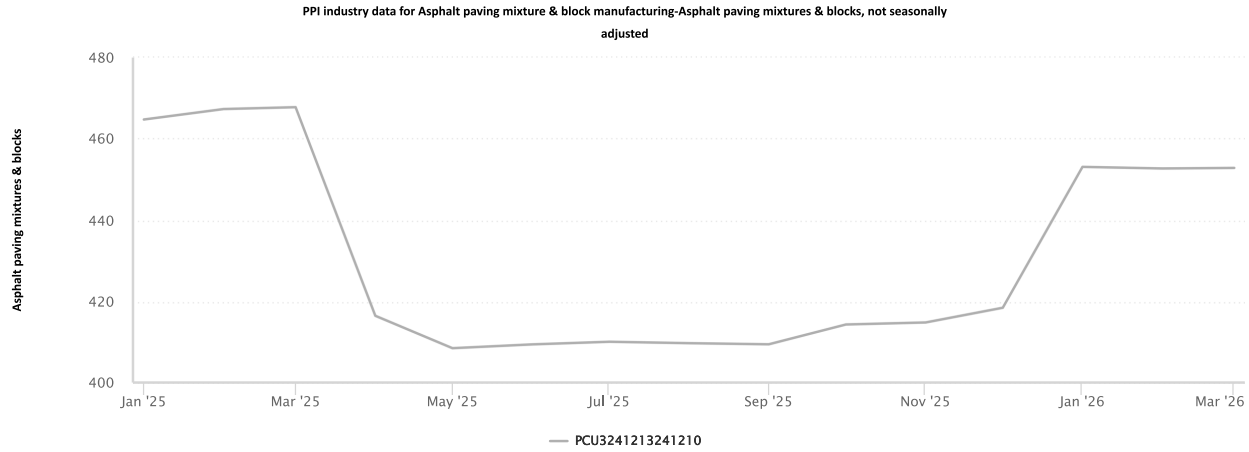
U.S. BUREAU OF LABOR STATISTICS

BLS Data Viewer

Time Period: **Start Year:** 2025 **End Year:** 2026

Net Monthly Changes:
- 1-Month Net Change
- 3-Month Net Change
- 6-Month Net Change
- 12-Month Net Change

Percent Monthly Changes:
- 1-Month % Change
- 3-Month % Change
- 6-Month % Change
- 12-Month % Change



Click and drag in the plot area to zoom in. Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.

Data extracted on: Apr 21, 2026 (2:36:28 PM)

Latest Observation:
March 2026
452.776

Jan 2025 - Mar 2026
Minimum Value: May 2025
408.669

Maximum Value: March 2025
467.636

Data Availability:
1981 - 2026

PPI Industry Data

Series Title	: PPI industry data for Asphalt paving mixture & block manufacturing-Asphalt paving mixtures & blocks, not seasonally adjusted
Series ID	: PCU3241213241210
Seasonality	: Not Seasonally Adjusted
Survey Name	: PPI Industry Data
Measure Data Type	: Asphalt paving mixtures & blocks
Industry	: Asphalt paving mixture & block manufacturing
Item	: Asphalt paving mixtures & blocks

.CSV

Year	Period	Label	Value
2025	M01	2025 Jan	464.621
2025	M02	2025 Feb	467.182
2025	M03	2025 Mar	467.636
2025	M04	2025 Apr	416.602
2025	M05	2025 May	408.669
2025	M06	2025 Jun	409.599

Footnotes
(P) Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

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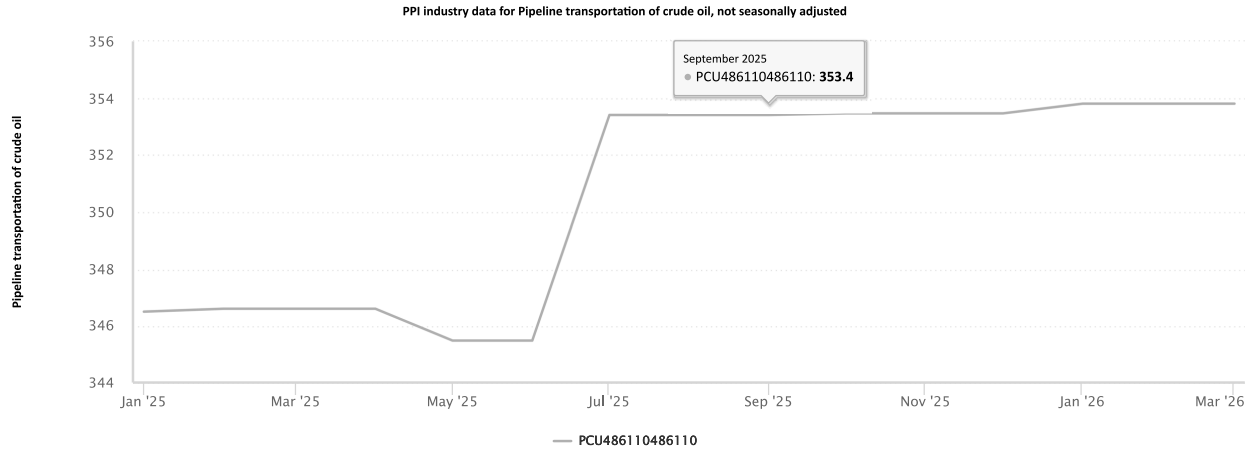
U.S. BUREAU OF LABOR STATISTICS

BLS Data Viewer

Time Period: **Start Year:** 2025 **End Year:** 2026

Net Monthly Changes:
- 1-Month Net Change
- 3-Month Net Change
- 6-Month Net Change
- 12-Month Net Change

Percent Monthly Changes:
- 1-Month % Change
- 3-Month % Change
- 6-Month % Change
- 12-Month % Change



Click and drag in the plot area to zoom in. Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.

Data extracted on: Apr 21, 2026 (2:37:27 PM)

PPI Industry Data

Series Title	: PPI industry data for Pipeline transportation of crude oil, not seasonally adjusted
Series ID	: PCU486110486110
Seasonality	: Not Seasonally Adjusted
Survey Name	: PPI Industry Data
Measure Data Type	: Pipeline transportation of crude oil
Industry	: Pipeline transportation of crude oil
Item	: Pipeline transportation of crude oil

Latest Observation:
March 2026
353.796

Jan 2025 - Mar 2026
Minimum Value: May 2025
345.510

Maximum Value: January 2026
353.796

Data Availability:
1986 - 2026

.CSV

Year	Period	Label	Value
2025	M01	2025 Jan	346.522
2025	M02	2025 Feb	346.625
2025	M03	2025 Mar	346.625
2025	M04	2025 Apr	346.625
2025	M05	2025 May	345.510
2025	M06	2025 Jun	345.510

Footnotes
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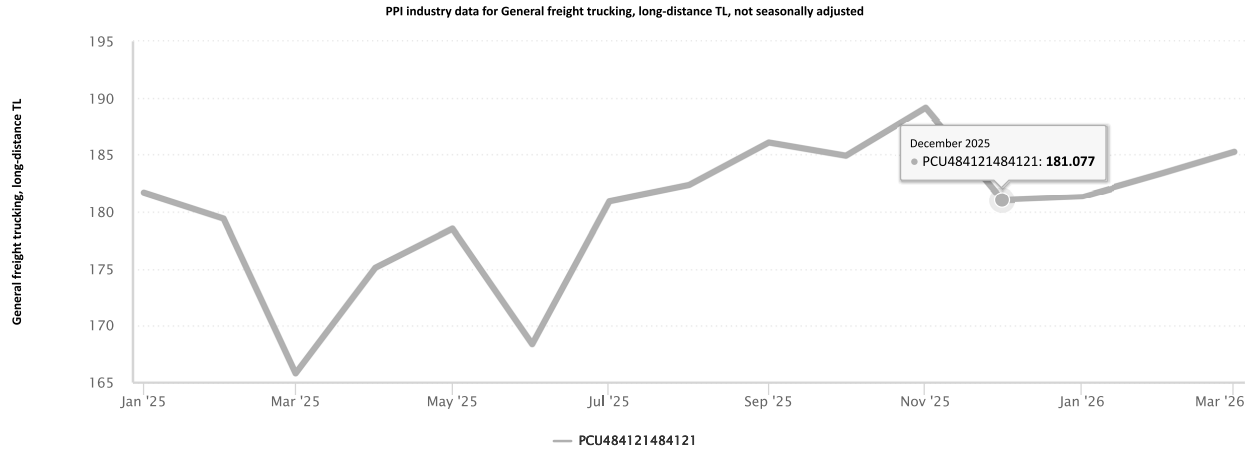
U.S. BUREAU OF LABOR STATISTICS

BLS Data Viewer

Time Period: **Start Year:** 2025 **End Year:** 2026

Net Monthly Changes:
- 1-Month Net Change
- 3-Month Net Change
- 6-Month Net Change
- 12-Month Net Change

Percent Monthly Changes:
- 1-Month % Change
- 3-Month % Change
- 6-Month % Change
- 12-Month % Change



Click and drag in the plot area to zoom in. Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.

Data extracted on: Apr 21, 2026 (2:39:40 PM)

PPI Industry Data

Series Title	: PPI industry data for General freight trucking, long-distance TL, not seasonally adjusted
Series ID	: PCU484121484121
Seasonality	: Not Seasonally Adjusted
Survey Name	: PPI Industry Data
Measure Data Type	: General freight trucking, long-distance TL
Industry	: General freight trucking, long-distance TL
Item	: General freight trucking, long-distance TL

Latest Observation:
March 2026
185.239

Jan 2025 - Mar 2026
Minimum Value: March 2025
165.826

Maximum Value: November 2025
189.108

Data Availability:
2003 - 2026

.CSV

Year	Period	Label	Value
2025	M01	2025 Jan	181.652
2025	M02	2025 Feb	179.387
2025	M03	2025 Mar	165.826
2025	M04	2025 Apr	175.089
2025	M05	2025 May	178.512
2025	M06	2025 Jun	168.388

Footnotes
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ARIZONA DEPARTMENT OF TRANSPORTATION

ARIZONA DEPARTMENT OF TRANSPORTATION

BITUMINOUS MATERIAL PRICE ADJUSTMENT

dollars per ton

Month Bid	"IC"	Month Used	"CP"
Apr-2026	**$ 480.00**	**Apr-2026**	**$ 480.00**
Mar-2026	$ 472.00	Mar-2026	$ 472.00
Feb-2026	$ 473.00	Feb-2026	$ 473.00
Jan-2026	$ 478.00	Jan-2026	$ 478.00
Dec-2025	$ 480.00	Dec-2025	$ 480.00
Nov-2025	$ 485.00	Nov-2025	$ 485.00
Oct-2025	$ 485.00	Oct-2025	$ 485.00
Sep-2025	$ 485.00	Sep-2025	$ 485.00
Aug-2025	$ 485.00	Aug-2025	$ 485.00
Jul-2025	$ 484.00	Jul-2025	$ 484.00
Jun-2025	$ 493.00	Jun-2025	$ 493.00
May-2025	$ 504.00	May-2025	$ 504.00
Apr-2025	$ 506.00	Apr-2025	$ 506.00
Mar-2025	$ 507.00	Mar-2025	$ 507.00
Feb-2025	$ 508.00	Feb-2025	$ 508.00
Jan-2025	$ 508.00	Jan-2025	$ 508.00
Dec-2024	$ 508.00	Dec-2024	$ 508.00
Nov-2024	$ 514.00	Nov-2024	$ 514.00
Oct-2024	$ 522.00	Oct-2024	$ 522.00
Sep-2024	$ 530.00	Sep-2024	$ 530.00
Aug-2024	$ 514.00	Aug-2024	$ 514.00
Jul-2024	$ 516.00	Jul-2024	$ 516.00
Jun-2024	$ 523.00	Jun-2024	$ 523.00
May-2024	$ 503.00	May-2024	$ 503.00
Apr-2024	$ 509.00	Apr-2024	$ 509.00
Mar-2024	$ 520.00	Mar-2024	$ 520.00
Feb-2024	$ 529.00	Feb-2024	$ 529.00
Jan-2024	$ 559.00	Jan-2024	$ 559.00
Dec-2023	$ 559.00	Dec-2023	$ 559.00
Nov-2023	$ 556.00	Nov-2023	$ 556.00
Oct-2023	$ 549.00	Oct-2023	$ 549.00
Sep-2023	$ 543.00	Sep-2023	$ 543.00
Aug-2023	$ 536.00	Aug-2023	$ 536.00
Jul-2023	$ 539.00	Jul-2023	$ 539.00
Jun-2023	$ 551.00	Jun-2023	$ 551.00
May-2023	$ 564.00	May-2023	$ 564.00

BITUMINOUS MATERIAL PRICE ADJUSTMENT

dollars per **metric** ton

Month Bid	"IC"	Month Used	"CP"

DIESEL FUEL PRICE ADJUSTMENT

dollars per gallon

Month Bid	"IC"	Month Used	"CP"
Apr-2026	**$ 3.71**		
Mar-2026	$ 2.57	**Mar-2026**	**$ 3.71**
Feb-2026	$ 2.39	Feb-2026	$ 2.57
Jan-2026	$ 2.40	Jan-2026	$ 2.39
Dec-2025	$ 2.72	Dec-2025	$ 2.40
Nov-2025	$ 2.50	Nov-2025	$ 2.72
Oct-2025	$ 2.67	Oct-2025	$ 2.50
Sep-2025	$ 2.51	Sep-2025	$ 2.67
Aug-2025	$ 2.68	Aug-2025	$ 2.51
Jul-2025	$ 2.38	Jul-2025	$ 2.68
Jun-2025	$ 2.25	Jun-2025	$ 2.38
May-2025	$ 2.39	May-2025	$ 2.25
Apr-2025	$ 2.45	Apr-2025	$ 2.39
Mar-2025	$ 2.64	Mar-2025	$ 2.45
Feb-2025	$ 2.62	Feb-2025	$ 2.64
Jan-2025	$ 2.36	Jan-2025	$ 2.62
Dec-2024	$ 2.43	Dec-2025	$ 2.36
Nov-2024	$ 2.38	Nov-2024	$ 2.43
Oct-2024	$ 2.35	Oct-2024	$ 2.38
Sep-2024	$ 2.48	Sep-2024	$ 2.35
Aug-2024	$ 2.63	Aug-2024	$ 2.48
Jul-2024	$ 2.56	Jul-2024	$ 2.63
Jun-2024	$ 2.52	Jun-2024	$ 2.56
May-2024	$ 2.84	May-2024	$ 2.52
Apr-2024	$ 2.83	Apr-2024	$ 2.84
Mar-2024	$ 2.91	Mar-2024	$ 2.83
Feb-2024	$ 2.74	Feb-2024	$ 2.91
Jan-2024	$ 2.98	Jan-2024	$ 2.74
Dec-2023	$ 3.31	Dec-2023	$ 2.98
Nov-2023	$ 3.53	Nov-2023	$ 3.31
Oct-2023	$ 4.16	Oct-2023	$ 3.53
Sep-2023	$ 3.62	Sep-2023	$ 4.16
Aug-2023	$ 2.81	Aug-2023	$ 3.62
Jul-2023	$ 2.88	Jul-2023	$ 2.81
Jun-2023	$ 3.72	Jun-2023	$ 2.88
May-2023	$ 3.84	May-2023	$ 3.72

IC = Initial Cost for projects with bids opened during the month
CP = Current Price for projects under construction during the month

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Name	Current Price	10% Increase	New Price
Hot Applied PCCP Joint Sealant - Black	0.51	0.05	0.56
Polymer Modified Aggregate Filled Asphalt Mastic Sealant	0.42	0.04	0.46
Polymer Modified Asphalt Crack Sealant Type 1	0.47	0.05	0.52
Polymer Modified Asphalt Crack Sealant Type II	0.44	0.04	0.48
Polymer Modified Asphalt Crack Sealant Type III	0.43	0.04	0.47
Meltable bag - Polymer Modified Aggregate Filled Asphalt Mastic Sealant	0.45	0.05	0.50
Meltable bag - Polymer Modified Asphalt Crack Sealant Type I	0.52	0.05	0.57
Meltable bag - Polymer Modified Asphalt Crack Sealant Type II	0.48	0.05	0.53
Meltable bag - Polymer Modified Asphalt Crack Sealant Type III	0.46	0.05	0.51
Concrete Joint Sealer - Black	4.22	0.42	4.64
Delivery Cost per Loaded Mile from 0-50 Miles (not to exceed pricing)	9.50	0.95	10.45
Delivery Cost per Loaded Mile from 51-100 Miles (not to exceed pricing)	6.50	0.65	7.15
Delivery Cost per Loaded Mile from 101-200 Miles (not to exceed pricing)	6.15	0.62	6.77
Delivery Cost per Loaded Mile from 201-350 Miles (not to exceed pricing)	6.00	0.60	6.60
Delivery Cost per Loaded Mile from 350+ Miles (not to exceed pricing)	6.25	0.63	6.88
Hot Applied PCCP Joint Sealant - Gray	1.74	0.17	1.91
Concrete Joint Sealant - Gray	4.22	0.42	4.64

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007

Contract Amendment Summary

CONTRACTOR: Crafco Inc.	AMENDMENT NO.: Two (2)
DESCRIPTION: Asphalt Crack & Joint Sealant(s)	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. The contract is hereby mutually extended from July 23, 2025 to July 22, 2026 unless terminated, canceled, or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

DocuSign Envelope ID: E479EF23-DC11-4854-8CCA-A0D58C3DAC5D

July 14, 2023

Todd Ziems
Vice President Sales & Marketing
Crafco Inc.
6165 West Detroit Street
Chandler, AZ 85226

Subject: Award of Contract No. CTR066732

Dear Mr. Ziems:

Please be advised that your company has been awarded the contract for Asphalt Crack & Joint Sealant(s) as specified in solicitation BPM005491. The executed Offer and Acceptance is attached. The contract is effective July 23, 2023.

The Contract requires verification of insurance be provided prior to commencement of work. Therefore, a certificate of insurance must be submitted in accordance with the requirements stated in the Contract's Special Terms and Conditions, paragraph 22, Insurance Requirements.

The attached Contract Insurance Checklist is provided to ensure that all required forms and endorsements are submitted. The required forms, endorsements and signed checklist must be received no later than July 20, 2023. These documents must be e-mailed to me at swiesner@azdot.gov.

If you have any questions regarding this contract, please contact me at (602) 712- 6939 or via email.

Sincerely,

DocuSigned by:
Stacy Wiesner
2C68B17044AA4F7...

Stacy Wiesner
Procurement Officer

Cc: File

Enclosures (2)

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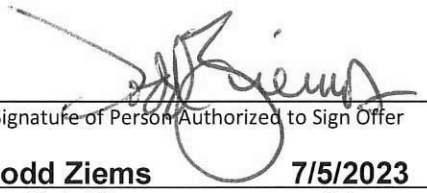
ADOT Procurement

ATTACHMENT One (1)
OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Crafco, Inc. Offeror (Company) Name	 Signature of Person Authorized to Sign Offer
6165 West Detroit Street Address	**Todd Ziems** **7/5/2023** Printed Name Date
Chandler **AZ** **85226** City State Zip	**Vice President Sales & Marketing** Title
bids@crafco.com Email Address	**(602) 276-0406** Phone Number
bids@crafco.com Company Email Address	**(480) 961-0513** Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR066732 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 23 day of July 2023

DocuSigned by:
Elizabeth Villalino
B47D7599C117486...
7/14/2023

Procurement Officer Awarded Date

ADOT
Procurement

ATTACHMENT One (1)
OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Superior Supply Inc.	Van Thomas
Offeror (Company) Name	Signature of Person Authorized to Sign Offer
4006 S. 23rd ST., # 15	VAN THOMAS 06/27/23
Address	Printed Name Date
Phoenix, AZ 85040	President
City State Zip	Title
Van@superiorsupplyinc.com	602-268-9599
Email Address	Phone Number
Van@superiorsupplyinc.com	602-268-9590
Company Email Address	Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number _____ including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this _____ day of _____ 20_____

_____

Procurement Officer Awarded Date

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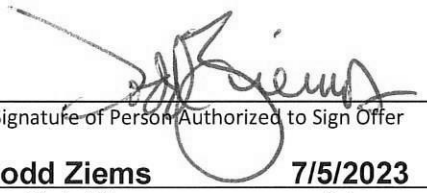
ADOT
Procurement

ATTACHMENT One (1)
OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Crafco, Inc. Offeror (Company) Name	 Signature of Person Authorized to Sign Offer
6165 West Detroit Street Address	**Todd Ziems** **7/5/2023** Printed Name Date
Chandler **AZ** **85226** City State Zip	**Vice President Sales & Marketing** Title
bids@crafco.com Email Address	**(602) 276-0406** Phone Number
bids@crafco.com Company Email Address	**(480) 961-0513** Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR066732 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 23 day of July 2023

DocuSigned by:
Elizabeth Villalino
B47D7599C117486...
7/14/2023

Procurement Officer Awarded Date

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street
Phoenix, AZ 85007

Solicitation Amendment Summary

SOLICITATION NO.: BPM005491	**AMENDMENT NO.: One (1)**
DESCRIPTION: Asphalt Crack Sealant(s)	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Specifications

Section 3.3.1. is hereby changed to the following:

Hot applied joint sealant material, including asphalt rubber sealant (black or gray), shall be hot applied type, conforming to the requirements of ASTM D6690, Type II or Type III. It is a single component, resistant to weathering, for use in sealing joints and cracks in Portland cement concrete pavements and/or bridge deck surfaces on high traffic roads.

2. Line Items

Line Item 1 is hereby changed to: Hot Applied PCCP Joint Sealant – Black
Line Item 10 is hereby changed to: Concrete Joint Sealer – Black
Line Item 16 is hereby added: Hot Applied PCCP Joint Sealant – Gray
Line Item 17 is hereby added: Concrete Joint Sealer - Gray

3. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson St., MD 100P
Phoenix, AZ 85007

INVITATION FOR BID

SOLICITATION NUMBER: BPM005491

DESCRIPTION: Asphalt Crack & Joint Sealant(s)

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Stacy Wiesner
Procurement Officer
Phone: 602.712.6939
Email: swiener@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2533 and A.A.C. R2-7-B301 et seq., Competitive Sealed Bidding.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-7466. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-7466.

TABLE OF CONTENTS

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for a term contract for Asphalt Crack and Joint Sealant(s).

2. General Requirements

2.1. Work Locations

2.1.1. The work under this contract shall occur throughout Arizona including the State of Arizona departments, agencies and boards, all eligible universities, political subdivisions and nonprofit educational or public health institution. ADOT specific locations are listed on **ADOT Maintenance Locations, Exhibit Three (3)**.

2.2. Material Requirements

2.2.1. All materials supplied shall comply with the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction current Edition including errata and addenda, including but not limited to:

- Section 104 – Environmental Analysis
- Section 1001 – Material Sources
  https://azdot.gov/business/contracts-and-specifications
- American Society of Testing Materials (ASTM)
  http://www.astm.org/

2.2.2. All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with Section 1001 of ADOT's Standard Specifications. This includes the submission and approval of an environmental analysis prepared in accordance with **Subsection 104.12.**

2.2.3. If the Department or Cooperative determines that the proposed use will have major adverse impact on cultural or historic resources, the Department or Cooperative will not allow the use of the source.

2.3. The Contractor shall be notified within (90) days if the material does not meet the specifications when either a visual or through laboratory testing. This is applicable only after receipt of the material delivered to the maintenance yards and/or plant pickup by the Department. The material can only be disputed by the Department or Cooperative in this scenario; if it has not been disturbed at the maintenance yard and/or packaging.

2.4. The Contractor shall be notified immediately if the material does not appear to meet the specifications when delivered and/or when plant pickup for immediate use at a job site.

2.5. The Contractor is responsible for the pickup of and disposal of all product deemed to not meet the specifications of this contract.

2.6. If at any time during the course of the contract the Department makes the Contractor aware of any problems with their products, containers or delivery service, the Contractor shall take immediate action to investigate the cause and to develop a solution. Non-response and/or a mutually agreed upon resolution may be grounds for contract suspension, contract cancellation or utilizing a different supplier.

2.7. The State requests substitute products with low or no-content of reactive organic compounds.

3. Specific Requirements

3.1. Polymer Modified Asphalt Crack Sealant

3.1.1. The specifications for polymer modified asphalt crack sealant shall conform to the following requirements.

Test	Test Method	Type 1 Cold Climate	Type 2 Moderate Climate	Type 3 Hot Climate
Cone Penetration @ 77° F	ASTM D5329	50-80	35-55	20-40
Resilience @ 77° F, minimum	ASTM D5329	30%	30%	30%
Softening Point, minimum	ASTM D36	190°F	200°F	210°F
Ductility @ 77°F, minimum	ASTM D113	30 cm	30 cm	30 cm
Asphalt Compatibility	ASTM D5329	Pass	Pass	Pass
Bitumen Content, minimum	ASTM D4	60%	60%	60%
Tensile Adhesion, 1 inch thick specimen, minimum	ASTM D5329	500%	500%	500%

3.1.2. Sampling and heating shall be in accordance with ASTM D5078.

3.1.3. The sealant shall be supplied premixed in containers with a liner of non-adherent film. Crack sealant shall be packaged in boxes (not to exceed 50 pounds with two (2) 25 pound blocks or other combination of blocks not exceeding the maximum weight per package), or in meltable packages (not to exceed 30 pounds). Application, storage, heating and safety instructions shall be supplied with each shipment.

3.1.4. The sealant shall be capable of being melted and applied to cracks at temperatures below 400 degrees F. The sealant, when properly heated, shall readily penetrate cracks 1/4 inch or wider.

3.2. Polymer Modified Aggregate Filled Mastic Sealant

3.2.1. The specifications for the polymer modified asphalt mastic crack sealant shall be a coarse product and shall be hot-applied, prepackaged, pourable, aggregate filled polymer modified asphalt mastic for repairing cracks over 1-1/2 inches wide in asphaltic concrete pavement.

3.2.2. When heated to the recommended application temperature the mastic material shall exhibit sufficient workability.

3.2.3. A mastic material type shall be available for all climates and all highway types, including interstates.

3.2.4. The mastic material shall have a proven, successful history in all highway applications and climate controls.

3.3. PCCP Joint Sealant(s)

3.3.1. Hot applied joint sealant material, including asphalt rubber sealant (black or gray), shall be hot applied type, conforming to the requirements of ASTM D6690, Type II or Type III. It is a single component, resistant to weathering, for use in sealing joints and cracks in Portland cement concrete pavements and/or bridge deck surfaces on high traffic roads.

3.3.2. Joint sealant shall not contain any coal-tar materials.

3.3.3. The sealant shall be formulated for the extreme temperature conditions that occur in the Arizona climate.

3.3.4. The minimum ambient temperature during application and ambient temperatures under various storage conditions shall be clearly marked on the container.

3.3.5. Silicone joint sealant shall be a low modulus silicone that is specifically formulated to seal Portland cement concrete pavement joints. Silicone sealant shall be furnished in a one (1) part formulation which is nonacid curing and shall conform to the requirements of ASTM D5893, except as specified herein. Refer to the following link: http://www.astm.org/

3.3.6. The sealant shall be delivered in the manufacturer's original sealed container. Each container shall have attached, intact, the original manufacturer's label. The label shall be tamper proof, non-removable and shall be legibly marked with the manufacturer's name, the trade name of the sealant, the manufacturer's batch or production lot number, and the expiration date of the manufacturer's shelf life warranty.

3.3.7. Sealant that has exceeded the shelf life warranty expiration date shall not be used unless it has been retested and recertified for bond test method in conformance with ASTM D5893. The sealant may be recertified for a period not exceeding six (6) months from the date of retesting. Retesting or replacement of the sealant will be at the Contractor's option. Retesting will be at no additional cost to the Department. Failure to meet specification requirements shall not be cause for claim or extension of the contract. The Contractor shall be held liable for all costs incurred in procuring and testing of materials that are found to be outside specifications requirements.

3.4. Delivery/Plant Pick Up

3.4.1. All pricing shall be priced per pound based on minimum load or more for various products listed. The minimum load delivered shall be 42,000 pounds; the minimum load for plant pick up shall be one (1) pallet.

3.4.2. The delivery line items with fixed prices are identified as not-to-exceed or maximum unit price. For those line items, Contractors may provide quotes where the unit price is equal to or less than the unit price in the contract.

3.4.3. Delivery of all material under this contract shall occur from the nearest plant location to the required maintenance location(s) and/or job site.

3.4.4. Delivery shall be made as soon as possible but no later than fourteen (14) calendar days after receipt of order (ARO).

3.4.5. Deliveries may be made from one (1) hour after the requesting location opens, to one (1) hour before the location closes.

3.4.6. Plant pick up in lieu of delivery will be at the Department's discretion. Plant pick up shall be billed at the contracted material price. No other charges shall be billed to the Department.

3.4.7. Orders delivered by the Contractor in split order deliveries will not constitute authorization from the Department for additional fees. Short load fees are not applicable to split orders made by the Contractor under this contract.

3.4.8. Each delivered load shall have a certified weight ticket; and the cost shall be reflected in the unit cost of material. Weight tickets shall indicate gross, tare and new weight in pounds. Loads shall not exceed legal limits.

3.4.9. A Certificate of Analysis conforming to the requirements of Subsection 106.05 of the ADOT Standard Specifications for Road and Bridge, current Edition, shall be submitted for each lot of sealant. The certificate shall list all test results, and certify that the sealant meets all requirements listed herein. A copy of this certificate shall be supplied with each shipment. Refer to the following link:

https://azdot.gov/business/contracts-and-specifications/specifications

3.4.10. The Contractor shall be responsible for verifying quantities prior to delivery or pick up. Any changes to the quantities shall be immediately brought to the attention of the Department for approval.

3.5. Corrective Action

3.5.1. The Department shall notify the Contractor, verbally and in writing, of any deficiencies found within the contract limits. If deficiencies are noted, the Department will submit a **Vendor Performance Report, Exhibit 4**, to the Procurement Officer, identifying the contractual deficiency and the expected resolution. A copy will be furnished to the Contractor.

3.5.2. When written notice of performance deficiencies is delivered to the Contractor, the Contractor shall, at no cost to the Department, correct the deficiencies to the approval of the Department.

3.5.3. Repeated deficiencies or Contractor's failure to improve documented performance deficiencies may result in the termination of the contract by the Department.

3.6. Equipment

3.6.1. The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

3.6.2. The Contractor's equipment shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules and regulations, and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals.

3.6.3. All vehicles must be maintained in good repair, appearance, and conditions at all times. Equipment, machinery, component system failures that affect the safe operations of any equipment shall be correct prior to using the equipment.

3.6.4. The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

3.7. Safety, Sanitary & Health Conditions

3.7.1. The Department shall be notified immediately of any incidents or conditions relative to public health or safety.

3.7.2. Contract specifications require all Contractor employees working on this contract to wear OSHA approved, hard hats, high visibility, OSHA approved safety vests (Type III) and steel-toed footwear and full-length pants at all times while working with in the Right-of-Way.

3.7.3. The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein.

3.7.4. Attention is directed to Federal, State and local laws, rules and regulations concerning construction, safety and health standards. The Contractor shall not require any workers to work in surroundings or under conditions that are unsanitary, hazardous or dangerous to their health or safety.

4. Contractor's Responsibilities

4.1. General

4.1.1. The Contractor shall acquire and make all arrangements for a source or sources of material, furnish mix designs which will meet the design criteria specified hereinafter, and provide all the equipment, materials, and labor necessary to complete the work.

4.1.2. The Contractor is responsible for all expenses of any product that is delivered which is found to be contaminated and is a cause of environmental concerns.

4.1.3. All services performed shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

4.1.4. The Contractor shall notify the Department immediately for any changes that affect the supply and delivery of materials.

4.1.5. The Contractor shall carry on their operations in such a manner that damage is not inflicted to existing grounds, utilities, highway milepost markers, signs, delineators, or other structures. The Contractor shall repair or replace any highway property damage by work operations at their own expense and as directed by the Department. If the damage has to be repaired or replaced by the Department, the cost of such work shall be deducted from the Contractor's final payment.

4.1.6. Damage to stop signs, yield signs, railroad crossing or other Manual on Uniform Traffic Control Devices (MUTCD) type signs shall be reported to the Department and the District Regional Signing and Striping Supervisor or Cooperative immediately. Immediate is considered to be within one (1) hour of occurrence. Damage to delineators shall be repaired within forty-eight (48) hours of occurrence. **No payment will be made to the Contractor until all damage has been repaired or replaced.**

4.1.7. The Contractor shall comply with the Social Security Act, Workers' Compensation laws, and Unemployment laws of the State of Arizona as well as all State, Local, and Federal legislation, rules and regulations associated with maintenance and construction relevant to the Contractor's business.

4.2. Contractor's Employees

4.2.1. The Contractor shall provide mentally alert, physically fit, adequately trained and qualified employees to ensure contracted services progress in a safe, orderly and timely manner.

4.2.2. The Contractor shall provide an adequate number of qualified, experienced employees, sufficient materials, equipment and resources to complete necessary project(s).

4.2.3. All Contractor employees shall provide identification upon the Departments request.

4.2.4. All persons engaged in the performance of work under this contract shall be, unless otherwise approved by the Department, direct bona fide employees of the Contractor or authorized subcontractors. Direct bona fide employee is defined as an actual employee of the Contractor that is not a leased or subcontracted employee.

4.2.5. No visitors, spouses, or children of the Contractor's employees will be allowed in the work locations during working hours unless they are bona fide employees of the Contractor.

4.2.6. All Contractors' employees shall be in compliance with all OSHA and other State, Federal and local regulatory agency requirements.

4.2.7. All Contractors' employees shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Contractor shall ensure all of its employees are properly licensed to operate Contractor's equipment and are properly trained in their use.

4.2.8. The Contractor and Contractor's employees are strictly prohibited from the operation of, or advertising of any commercial enterprise or activity on any premises that are subject of this contract; except as may be provided under other contracts to which the Department is a signatory. Refer to A.R.S. §28-7053**.**

4.2.9. Employees are required to comply with A.R.S.§28-731, which prohibits driving over, across, or within a highway median.

4.3. Supervision

4.3.1. The Contractor shall provide the Department with names and telephone numbers of all supervisory personnel who will oversee this contract. The supervisory personnel shall assist the Department in coordinating operational requirements.

4.4. Communication

4.4.1. The Contractor shall possess a means of communicating with the Department and with the Contractor's employee(s) in advance of and while performing any work under this contract. The Contractor or Contractor employee(s) on duty shall be equipped with a

mobile (cellular) telephone that will allow communications while on the job site to facilitate coordination with the Department.

4.4.2. All costs of communication devices shall be the responsibility of the Contractor.

4.4.3. If the work location is within an area that is known to not receive a cellular signal, communication shall be agreed upon by the Contractor and Department.

5. Department's Responsibilities

5.1. Acts of Nature

5.1.1. The Department will be responsible for all damage caused by acts of nature. If the damage is so severe that extended closure is necessary, the Contractor's duties and compensation may be suspended for the closure period.

5.2. Suspension of Work

5.2.1. The Department may suspend operations at any time, when in their judgement present of impending weather conditions are such that operations cannot be carried out in a safe and effective manner. The Department shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices. Violation of safety rules, regulations, or practices may be considered grounds for termination of the contract.

5.3. Inspection

5.3.1. The Department shall perform periodic inspections to ascertain the Contractor's compliance with the contract requirements. The Department reserves the right to inspect equipment at any time and require the replacement of any equipment that does not meet the minimum serviceability and safety standards.

5.4. Work Acceptance

5.4.1. The Department shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract.

5.4.2. The Department shall verify all work is completed in a responsible and professional manner and in accordance with the specifications, schedules, test plans or performance and operating standards, which are incorporated in the work assignment.

1. Contract Term

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. Contract Extension

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. Eligible Agencies

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by A.R.S. §41-2632. This cooperative purchasing agreement must be in effect at the time of order. The Contractor shall verify if an ordering entity is an eligible cooperative purchasing member before selling materials to or providing services for them under the contract. The current list of cooperative purchasing members is available on the State Procurement Office website at https://spo.az.gov/programs/cooperative

Definition of Co-Op Buyer: Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Officer under A.R.S. §41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. §41-2631(4) as any nonprofit corporation as designated by the IRS under Section 501 (c) (3) through 501 (c) (6) of the tax code.

4. Mandatory Statewide Contract

The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. §41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some of all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only on Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

- Contractor shall see to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

- Contractor shall acknowledge each Order form Eligible Agencies within one (1) business day after receipt by either: (a) "approving" the Order electronically in the State's eProcurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in the State's eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in paragraph 3.11.3. (*Orders are Obligatory*). Unless and until Contractor has approved the Order in the State's eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.

- Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

5. Non-Exclusive Contract

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

6. Ordering Process

Eligible Agencies shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for an Eligible Agency to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such

action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

7. Shipping Terms

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

8. Delivery

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

9. Inspection and Acceptance

Each item delivered shall be subject to a complete inspection by the Department with fifteen (15) days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

10. Invoicing and Payment

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Contract Line Item Number
- Line Item Description or Item or Service

- Quantity Purchased
- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable Taxes
- Applicable Shipping/Freight Charges
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The Department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

11. Estimated Usage

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

12. Price Reduction

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

13. Price Increase

The Department will review fully documented requested for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request

prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

14. Safety Standards

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards

15. Warranty

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship of materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Department.

3. The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance by the Department.

16. Current Products

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

17. Product Discontinuance

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

18. Contract Administration

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

19. Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

a. If intended for the State to:

Arizona Department of Transportation, Procurement Group
1655 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

b. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile.

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

20. Cancellation For Possession of Weapons on ADOT Property

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractor is found to be in possession of weapons.

21. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

22. Insurance

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within five (5) calendar days of notification of contract award by the Procurement Officer.

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

A. Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

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

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

   a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
   b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

   a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
   b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

B. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

C. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to Arizona Department of Transportation, Procurement Group, 1655 W. Jackson Street, MD100P, Phoenix, Arizona 85007-3276.

D. Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

F. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

G. Approval and Modification

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

H. Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

23. Administrative Fee

Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. §41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Uniform Terms and Conditions Section 8 and its right to terminate for default under Section 9.

Method of calculation, payment procedures, and other details are provided on the State Procurement Office website: https://spo.az.gov/suppliers/usage-reporting

24. Administrative Fee Reporting

Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Uniform Terms and Conditions Section 8 and its right to terminate for default under Uniform Terms and Conditions Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:
https://spo.az/gov/suppliers/usage-reporting

25. ADOT Usage Report Requirements

The Contractor shall furnish ADOT a quarterly report showing all purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to **Exhibit 5.** Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

26. Licenses, Permits, Certifications

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

27. Post Award Meeting

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. **Definition of Terms**. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.

1.2. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. "Contractor" means any person who has a Contract with the State.

1.5. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.6. "Days" means calendar days unless otherwise specified.

1.7. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

1.8. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.9. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.10. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.11. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.12. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.14. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.

1.15. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;
2.3.2. Uniform Terms and Conditions;
2.3.3. Statement or Scope of Work;
2.3.4. Specifications;
2.3.5. Attachments;
2.3.6. Exhibits; then
2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State Law.

3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person

indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release,

perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to

Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State leased information technology, and (b) accessing TikTok through State information technology.

3.15. Certifications Required by State Law.

3.15.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

3.15.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these

Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;
4.6.2. Cancel the Contract; or
4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency).To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all

claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be

liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking itsprovisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged, and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or

alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.10. Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an

appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any

other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the

termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

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

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

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

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

EXHIBIT 3
ADOT Maintenance Locations

Maintenance Locations	Unit	Physical Address
CENTRAL DISTRICT (PHOENIX)		
1. Avondale	5477	1702 N. Eliseo Felix Jr. Way, Avondale, AZ 85323
2. Happy Valley	5478	24251 N. 7th Ave., Phoenix, AZ 85027
3. Tempe Maintenance	5479	2540 W Broadway Rd., Tempe AZ 85282
4. Mesa	5480	2409 N Country Club Dr., Mesa, AZ 85201
5. Phoenix Maintenance	5481	2209 W Durango, Phoenix AZ 85009
SOUTHCENTRAL DISTRICT (TUCSON)		
6. Tucson East	5392	1444 W. Grant Road, AZ 85745
7. Tucson West	5391	1444 W. Grant Road, AZ 85745
8. Three Points	5393	16425 W. Ajo Way, Tucson AZ 85736
9. Ajo	5393	1211 N. Well Rd., Ajo AZ 85321
10. Nogales	5394	1340 N. Hohokam Dr., Nogales AZ 85621
11. Oracle	5392	3275 W. Highway 77, Oracle AZ 85623
12. Coolidge	5396	672 N. Arizona Blvd, Coolidge AZ 85228
13. Casa Grande	5396	15614 W Boxelder Drive, Casa Grande, AZ 85230
14. St David	5401	Hwy 80 MP 300.7, St. David, AZ 85630
SOUTHWEST DISTRICT (YUMA)		
15. Quartzsite	5432	771 West Kuehn Street, Quartzsite, AZ 85346
16. Gila Bend	5433	1300 East Pima Street, Gila Bend AZ 85337
17. Yuma	5431	2243 East Gila Ridge Road, Yuma, AZ 85365
18. Tonopah	5434	40801 W Camelback Road, Tonopah, AZ 85354
19. Dateland	5431	1450 N Avenue 64E, Dateland, AZ 85333
SOUTHEAST DISTRICT (SAFFORD/EAST AREA & GLOBE/WEST AREA)		
20. Safford	5351	3268 S. Highway 191, Safford, AZ 85546
21. Three Way	5352	397271 AZ 75, Jct., US 191, SR 75 & SR78, Duncan, AZ 85534
22. Willcox	5353	709 S. Haskell Ave., Willcox, AZ 85643
23. Douglas	5355	2100 A Ave, Douglas, AZ 85067
24. Globe	5356	1900 N. Hwy. 60, Globe, AZ 85501
25. Roosevelt	5357	25 S Forest Road 341, Roosevelt, AZ 85545
26.Superior	5359	951 W. Main St., Superior, AZ 85173
NORTHCENTRAL DISTRICT (FLAGSTAFF)		
27. Flagstaff	5151	5701 E. Railhead Ave., Flagstaff, AZ 86004
28. Williams	5152	1200 E. Route 66 Williams, AZ 86046
29. Gray Mountain	5153	US89 MP 457.5, Gray Mountain, AZ 86016
30. Little Antelope	5154	I-17 MP 320, Schnebly Hill Rd., Munds Park, AZ 86017
31. Page	5155	US89, MP 551.2, Page, AZ 86040
32. Fredonia	5156	1298 N. Hwy., 89A, Fredonia, AZ 86022
33. Littlefield	5156	670 N. Old Hwy 91, Littlefield, AZ 86432
34. Oak Creek (Rim Camp)	5154	SR89A, Northbound, MP390.5 (no mailing address)
35. Jacob Lake	5156	Hwy 89A, mile post 581, Jacob Lake, AZ 86022
36. Payson	5160	200 N. Colcord Ste. B, Payson, AZ 85541
37. Winslow	5162	I-40 Spur, 100, ADOT Lane, Winslow, AZ 86047
38. Camp Verde	5161	1073 Finnie Flat Rd, Camp Verde, AZ 86322
39. Winslow East Yard	5162	1513 E. 3rd St. Winslow, AZ 86047
40. Colcord	5160	SR260 MP 277.2, 25 miles east of Payson, 85541 (Satellite Yard)

EXHIBIT 3
ADOT Maintenance Locations

NORTHEAST DISTRICT (HOLBROOK & NORTHERN GLOBE)		
41. Holbrook	5231	I-40 MP 297.0, 2407 Navajo Blvd. Holbrook, AZ 86025
42. Kayenta	5233	US 163 MP 394.0, Kayenta, AZ 86033
43. Teec Nos Pos	5233	US 160 MP 465.5 Teec Nos Pos, AZ 86514
44. Keams Canyon	5234	SR 264, MP 401.2, Keams Canyon, AZ 86034
45. Oraibi Yard	5234	SR 264 MP 395.9, Keams Canyon, AZ 86034
46. Ganado	5235	SR 264, MP 445.5, Ganado, AZ 86505
47. Many Farms Yard	5235	US 191, MP 460.9, Many Farms, AZ 86538
48. Chambers	5236	I-40 MP 336.0 Frontage Road, Chambers, AZ 86502
49. St. Johns	5238	SR180 MP 369-4, St. Johns, AZ 85936
50. Springerville	5239	US60 MP 389-3, Springerville, AZ 85938
51. Show Low	5237	200 W. McNeil, Showlow, AZ 85901
52. Indian Pine	5240	SR260 MP357.8, Pinetop, AZ 85935
53. Cerro Montosa Yard	5239	US 60 MP 368.0. Springerville (Satellite)
54. Alpine Yard	5239	US 180 MP 426.5. Springerville (Satellite)
55. Old Ski Run Yard	5239	SR 260 MP 383.0 Springerville (Satellite)
NORTHWEST DISTRICT (PRESCOTT & KINGMAN)		
56. Prescott Valley	5311	6989 E. 2nd Street, Prescott Valley, AZ 86314
57. Cordes Junction	5312	15001 S. SR69, Mayer, AZ 86333
58. Wickenburg	5313	600 E. Wickenburg Way #B, Wickenburg, AZ 85390
59. Kingman	5323	3660 E. Andy Devine Ave., Kingman, AZ 86401
60. Seligman	5320	I-40 Exit 121 Business Loop 139.8, Seligman, AZ 86377
61. Needle Mountain	5321	6153 Needle Mountain Road, Topock, AZ 86436
62. Wikieup	5322	17909 Hwy 93, Wikieup, AZ 85360
63. Northwest Roadway Management	5310	2650 Glassford Hill Road, Prescott Valley, AZ 86314

EXHIBIT 4
Vendor Performance Report

ADOT Procurement

Vendor Performance Report

Documenting positive or negative performance and procurement actions, as requested

Procurement Office
1655 W. Jackson St., MD 100P
Phoenix, AZ 85007

Email: Procurement@azdot.gov

Reporting Contact Information			
Contact		**Division/Unit**	
Title		**Location Address**	
Email		**Telephone**	
Supplier Information			
Supplier Name		**Supplier Contact**	
Contract No.		**Purchase Order #**	
Date		**Invoice #**	

Services, Goods or Equipment:

Describe the performance. Be accurate, complete and factual. Use an attachment if necessary.

☐	Reporting incident, no action requested
☐	Requesting action:

Signature of Agency Representative **Date**

Submit an electronic copy of the completed form to the ADOT Procurement Office at Procurement@azdot.gov.

PROCUREMENT ACTION

Procurement Officer		**Email**		**Date**	

Describe details of the action taken:

ADOT
Procurement

EXHIBIT 5
ADOT Quarterly Usage Report

Quarterly Usage Reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

				Reporting Period:	
Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Part/Product Code	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

ADOT
Procurement

ATTACHMENT Two (2)
BOYCOTT OF ISRAEL DISCLOSURE

Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

3. "Public entity": (a) Means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State. (b) Includes the universities under the jurisdiction of the Arizona board of regents and community college districts as defined in section 15-1401.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select <u>one</u> of the following:

☒	The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
☐	The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.
☐	**Exempt Solicitation, Contract, or Contractor.** Indicate which of the following statements applies to this Contract: ☐ Solicitation or Contract has an estimated value of less than $100,000; ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

Superior Supply Inc.
Company Name

4006 S. 23rd ST., # 15
Address

Phoenix AZ 85040
City State Zip

Van Thomas
Signature of Person Authorized to Sign

VAN THOMAS
Printed Name

President
Title

ADOT
Procurement

ATTACHMENT Three (3)
FORCED LABOR OF ETHNIC UYGHURS BAN

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

☒	The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: • Forced labor of ethnic Uyghurs in the People's Republic of China; • Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or • Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
☐	The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.
☐	**Exempt Contractor.** Indicate which of the following statements applies to this Contractor (may be more than one): ☐ Contractor is a sole proprietorship; ☐ Contractor has fewer than ten (10) employees; and/or ☐ Contractor is a non-profit organization.

Superior Supply Inc.
Company Name

4006 S. 23rd ST., #15
Address

Phoenix AZ 85040
City State Zip

Van Thomas
Signature of Person Authorized to Sign

VAN THOMAS
Printed Name

President
Title

06/27/23
Date

ADOT Procurement

ATTACHMENT Four (4)
ADOT CONFIDENTIALITY AND TRADE SECRETS

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All offerors must select one of the following:

X My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

_____ My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Superior Supply Inc.	Van Thomas
Company Name	Signature of Person Authorized to Sign
4006 S. 23rd St. #15	VAN THOMAS
Address	Printed Name
Phoenix AZ 85040	President
City State Zip	Title

R2-7-103. Confidential Information

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
   1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
   2. The designated information is not confidential; or
   3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
   1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
   2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

Parent Item	Code	Field type	Label	QTY	Unit	Unit Price	Amount
	1	Required Item	Hot Applied PCCP Joint Sealant - Black	1500	LB	0.53	795
	2	Required Item	Polymer Modified Aggregate Filled Asphalt Mastic Sealant	313225	LB	0.44	137819
	3	Required Item	Polymer Modified Asphalt Crack Sealant Type 1	500	LB	0.46	230
	4	Required Item	Polymer Modified Asphalt Crack Sealant Type II	530000	LB	0.46	243800
	5	Required Item	Polymer Modified Asphalt Crack Sealant Type III	475000	LB	0.45	213750
	6	Required Item	Meltable bag - Polymer Modified Aggregate Filled Asphalt Mastic Sealant	122000	LB	0.47	57340
	7	Required Item	Meltable bag - Polymer Modified Asphalt Crack Sealant Type I	500	LB	0.505	252.5
	8	Required Item	Meltable bag - Polymer Modified Asphalt Crack Sealant Type II	200000	LB	0.505	101000
	9	Required Item	Meltable bag - Polymer Modified Asphalt Crack Sealant Type III	230200	LB	0.485	111647
	10	Required Item	Concrete Joint Sealer - Black	2450	LB	0.53	1298.5
	11	Required Item	Delivery Cost per Loaded Mile from 0-50 Miles (not to exceed pricing)	300	Mile	40.63	12189
	12	Required Item	Delivery Cost per Loaded Mile from 51-100 Miles (not to exceed pricing)	500	Mile	7.83	3915
	13	Required Item	Delivery Cost per Loaded Mile from 101-200 Miles (not to exceed pricing)	1435	Mile	6.1	8753.5
	14	Required Item	Delivery Cost per Loaded Mile from 201-350 Miles (not to exceed pricing)	6864	Mile	6.26	42968.64
	15	Required Item	Delivery Cost per Loaded Mile from 350+ Miles (not to exceed pricing)	500	Mile	2.1	1050
	16	Required Item	Hot Applied PCCP Joint Sealant - Gray	1500	LB	0	0
	17	Required Item	Concrete Joint Sealant - Gray	2450	LB	0	0

ATTACHMENT Five (5)
PRICE INCREASE PERCENTAGES

The offeror should use the space below to identify the maximum price increase percentage that they may want to request at the time of renewal if ADOT exercises its option per the applicable provisions under any resultant contract(s).

1st Renewal Period 5 % Maximum Increase

2nd Renewal Period 10 % Maximum Increase

3rd Renewal Period 15 % Maximum Increase

4th Renewal Period 20 % Maximum Increase

The offeror is cautioned that each renewal period's increase percentage shall be computed against the **ORIGINAL** contract price. If information is not provided in the space above, prices shall remain the same as the original contract term. Please see the following example for further clarification.

Example: If the offeror anticipates requesting a 2% increase at each renewal period per Special Terms and Conditions, they should enter 2%, 4%, 6%, and 8% in the attachment. Each percentage increase is calculated using the original contract price. See example in table below.

Renewal Period	% Maximum Increase from Attachment	**Original Contract Price**	Maximum Increase Allowed	Maximum Contract Price
1	2%	$100.00	$2.00	$102.00
2	4%	$100.00	$4.00	$104.00
3	6%	$100.00	$6.00	$106.00
4	8%	$100.00	$8.00	$108.00

Furthermore, the offeror is advised that the State of Arizona does not automatically grant any increase when renewing the contract. If an increase is requested, documentation of need must be provided at the time of renewal.

Post Award Meeting

Asphalt Crack Sealants(s)

July 19, 2023 – 9:00AM MST

Google Hangout Meets

Please print clearly.

NAME	ORGANIZATION	PHONE	EMAIL	SIGNATURE
Stacy Wiesner	ADOT - Procurement	602.712.6939	swiesner@azdot.gov	Present
Daniel Darling	Crafco Inc.	480.505.8041	Daniel.Darling@crafco.com	Present
Cristina Ramirez	ADOT – Procurement	602.712.4947	cramirez@azdot.gov	Present
George Collaco	ADOT – Southeast District	928.200.6452	gcollaco@azdot.gov	Not Present
Gloria Paul	ADOT-Procurement	602.712.8584	gpaul@azdot.gov	Not Present
Robyn Caillouette	ADOT-Procurement	602.712.7466	rcaillouette@azdot.gov	Not Present

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Michelle Amaya

MEETING DATE: September 15, 2026

AGENDA SUBJECT: Resolution No.5641- Intergovernmental Agreement between the City of Kingman and Lake Havasu City to Collaborate in the Utilization of a New SAMHSA Grant to Benefit the Veterans Treatment Court

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SUMMARY:
The Kingman Veterans Treatment Court will collaborate with the Lake Havasu City Veterans Treatment Court to participate in the new SAMHSA grant beginning October 1, 2026. The Kingman Veterans Treatment Court is currently working in partnership with the Lake Havasu City Veterans Treatment Court through an existing grant that expires on September 30, 2026. The continuation of this partnership through the new SAMHSA grant will allow both courts to build upon the work and successes of the existing program while ensuring that veterans in our communities continue to receive the services and support they need. The grant will be used to reimburse the City of Kingman, Lake Havasu City and Bullhead City for expenses incurred in providing counseling and testing for veterans. The total grant award is $295,429 for the first year and $283,429 for each of the next four years (subject to funding availability).

FISCAL IMPACT:
This is a reimbursement grant resulting in no fiscal impact.

STAFF RECOMMENDATION:
Department suggests approval.

SUGGESTED MOTION:
Move to Approve

ATTACHMENTS:
IGA W. LHC SAMHSA.pdf
RESOLUTION 5641SAMHSA.pdf
notice of award.pdf

INTERGOVERNMENTAL AGREEMENT
BETWEEN
LAKE HAVASU CITY, ARIZONA,
AND
KINGMAN, ARIZONA
Substance Abuse and Mental Health Services Administration (SAMHSA)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between Lake Havasu City, an Arizona municipal corporation, ("Havasu"), and Kingman, an Arizona municipal corporation ("Kingman"), collectively referenced as the "Parties." The Parties agree as follows:

RECITALS: The Parties are authorized by Arizona Revised Statutes § 11-952 to enter into this Agreement. In 2016, the Parties began collaborating on a Regional Veterans Treatment Court concept, which allows better management of limited resources to support the Veterans participating in the respective programs.

The Parties jointly applied for and were awarded a Substance Abuse and Mental Health Services Administration ("SAMHSA") grant to enhance the substance abuse services for Veterans ineligible for local Veteran Affairs services who participate in a Veteran Treatment Court program ("SAMHSA Grant" attached as Exhibit A). Havasu will receive and administer the awarded funds in accordance with the SAMHSA Grant and this Agreement.

1. Responsibilities

1.1 Havasu agrees as follows:

A. To receive and administer the SAMHSA Grant funds in accordance with the grant and this Agreement.

B. To reimburse Kingman with the grant funds received for expenditures it makes for Services in accordance with the SAMHSA Grant, applicable federal polices and regulations, and this Agreement. Reimbursements to Kingman are limited to the SAMHSA grant funds awarded and no reimbursements will be made after grant funds are exhausted.

C. To reimburse Kingman, for invoices submitted to the Havasu Municipal Court for Services, within thirty (30) calendar days of receiving the reimbursed SAMHSA Grant funds.

D. To procure with SAMHSA Grant funds and manage a web-based case management system and coordinate Kingman's use of the system.

1.2 Kingman agrees as follows:

A. To submit monthly to the Havasu Municipal Court an invoice detailing the expenditures made for Services in accordance with the SAMHSA Grant for which it is requesting reimbursement.

B. To provide Havasu with any requested documentation necessary to support the reporting requirements and requests for reimbursement under the terms and conditions of the SAMHSA Grant.
C. To provide Havasu with invoices for reimbursement within thirty (30) days of the Services being performed.

2. Process

2.1 Eligible Services

A. Havasu will reimburse Kingman for SAMHSA Grant expenses for the eligible services listed below ("Services"):
   i. Kingman's use of a web-based case management system.
   ii. Annual Veteran Court Conference expenses for Kingman's municipal judge and staff, including airfare, lodging, per diem, transportation, and conference fees.
   iii. Treatment services for participants at Southwest Behavioral Health Services
   iv. Urinalysis testing for participants at Averhealth
   v. Continuous Alcohol Monitor and Pharmcheck Drug Patch for participants at SCRAM
   vi. Supplies as outlined in the SAMHSA Grant

3. Liability:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including court costs, reasonable attorney's fees, and costs of claim processing, investigation, and litigation) ("Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its owners, officers, directors, officials, agents, employees, contractors, or volunteers.

4. Term:

This Agreement shall commence on October 1, 2026, and shall continue for the term of the SAMHSA Grant, including any extensions of the SAMHSA Grant, unless earlier terminated by the Parties. If for any reason the SAMHSA Grant funding is not received, this Agreement will automatically terminate.

5. Miscellaneous:

5.1 Withdrawal. Any Party may withdraw from participation in this Agreement for any reason upon sixty (60) days' notice to the other parties. Notice of

withdrawal must be in writing and delivered personally to the designated representative or sent by certified mail. The withdrawal shall not relieve that Party of its obligation to pay for Services already rendered.

5.2 Responsibility. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties under this Agreement.

5.3 Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest according to A.R.S. § 38-511.

5.4 Non-assignability. No Party may assign any of its duties or responsibilities under this Agreement to another entity without the prior written consent of the other Party.

5.5 Compliance with Laws. The Parties shall comply with all federal, state and local laws rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.

5.6 Entire Agreement. This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained in this Agreement, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties.

5.7 Severability. The Parties agree that should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

5.8 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

5.9 Notice. Any notice required or permitted to be given under this Agreement shall, unless indicated otherwise in this Agreement, be in writing and shall be served by delivery or by certified mail upon the other Party at the addresses listed on the signature page (or at such other address as may be identified by a Party in writing to the other Party).

5.10 Execution of Agreement. This Agreement may be executed in multiple counterparts.

5.11 Notice of Arbitration Statutes. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

5.12 E-Verify. In accordance with A.R.S. § 41-4401, the Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employee verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. The Parties warrant that they have registered with and participate with E-Verify and warrant compliance with A.R.S. § 23-214, Subsection A.

6. Signatures.

LAKE HAVASU CITY
2330 McCulloch Boulevard N.
Lake Havasu City, AZ 86403

_____
Cal Sheehy, Mayor

Date:_____

ATTEST:

APPROVED AS TO FORM:

_____
Kelly Williams, City Clerk

_____
Kelly Garry, City Attorney

Reviewed by:

_____
Judge Mitchell Kalauli

KINGMAN
310 North 4th Street
Kingman, AZ 86401

_____
Ken Watkins, Mayor

Date:_____

ATTEST:

APPROVED AS TO FORM:

_____
Annie Meredith, City Clerk

_____
Carl Cooper, City Attorney

Reviewed by:

_____
Judge Jeffrey Singer

CITY OF KINGMAN ARIZONA

RESOLUTION NO. 5641

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KINGMAN AND LAKE HAVASU CITY, ARIZONA REGARDING THE COLLABORATION OF THE SAMHSA GRANT.

WHEREAS, the Mayor and Common Council has the authority under A.R.S. §11-952 to enter into and modify intergovernmental agreements;

WHEREAS, the Mayor and Common Council agree to adopt an IGA with the Party listed above, and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Common Council authorizes the Mayor or City Manager to sign the IGA.

PASSED AND ADOPTED this _____ day of _____, 2026 by the Mayor and Common Council of the City of Kingman, Arizona

ATTEST:

_____
Annie Meredith, City Clerk

APPROVED:

_____
Ken Watkins, Mayor

APPROVED AS TO FORM:

_____
Carl Cooper, City Attorney

Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award
FAIN# H79TI088714
Federal Award Date
09/02/2026

Recipient Information

1. Recipient Name
LAKE HAVASU CITY
2330 MCCULLOCH BLVD N
LAKE HAVASU CITY, AZ 86403

2. Congressional District of Recipient
09

3. Payment System Identifier (ID)
1860365905A1

4. Employer Identification Number (EIN)
860365905

5. Data Universal Numbering System (DUNS)
037613692

6. Recipient's Unique Entity Identifier
E3YECMCP1BP6

7. Project Director or Principal Investigator
Mitchell Kalauli

mkalauli@courts.az.gov
928-732-0184

8. Authorized Official
Colene Witzel
cwitzel@courts.az.gov
928-732-0184

Federal Agency Information

9. Awarding Agency Contact Information
Courtney Dodson
Grants Specialist
COURTNEY.DODSON@SAMHSA.HHS.GOV
(240) 276-1849

10. Program Official Contact Information
Caroline Waterman
Program Official
Caroline.Waterman@samhsa.hhs.gov
240-276-1528

Federal Award Information

11. Award Number
1H79TI088714-01

12. Unique Federal Award Identification Number (FAIN)
H79TI088714

13. Statutory Authority
Section 509 of the Public Health Service Act, as amended

14. Federal Award Project Title
The LHC/Kingman/Bullhead Tri-Cities Regional Veterans Treatment Court (Tri-Cities RVTC)

15. Assistance Listing Number
93.490

16. Assistance Listing Program Title
Center for Substance Abuse Treatment Projects of Regional and National Significance

17. Award Action Type
New Competing

18. Is the Award R&D?
No

Summary Federal Award Financial Information	
19. Budget Period Start Date 09/30/2026 – **End Date** 09/29/2027	
20. Total Amount of Federal Funds Obligated by this Action	$295,429
20a. Direct Cost Amount	$295,429
20b. Indirect Cost Amount	$0
21. Authorized Carryover	
22. Offset	
23. Total Amount of Federal Funds Obligated this budget period	$295,429
24. Total Approved Cost Sharing or Matching, where applicable	$0
25. Total Federal and Non-Federal Approved this Budget Period	$295,429
26. Project Period Start Date 09/30/2026 – **End Date** 09/29/2031	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	$295,429

28. Authorized Treatment of Program Income
Additional Costs

29. Grants Management Officer - Signature
LeSchell D Browne

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.

Adult and Family Treatment Drug Courts **Issue Date:** 09/02/2026
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Substance Abuse Treatment

Award Number: 1H79TI088714-01
FAIN: H79TI088714
Program Director: Mitchell Kalauli

Project Title: The LHC/Kingman/Bullhead Tri-Cities Regional Veterans Treatment Court (Tri-Cities RVTC)

Organization Name: LAKE HAVASU CITY

Authorized Official: Colene Witzel

Authorized Official e-mail address: cwitzel@courts.az.gov

Budget Period: 09/30/2026 – 09/29/2027
Project Period: 09/30/2026 – 09/29/2031

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $295,429 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LAKE HAVASU CITY in support of the above referenced project. This award is pursuant to the authority of Section 509 of the Public Health Service Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
LeSchell D Browne
Grants Management Officer
Division of Grants Management
LeSchell.Browne@samhsa.hhs.gov
See additional information below

SECTION I – AWARD DATA – 1H79TI088714-01

Award Calculation (U.S. Dollars)	
Travel	$35,127
Supplies	$20,445
Contractual	$222,857
Other	$17,000
Direct Cost	$295,429
Approved Budget	$295,429
Federal Share	$295,429
Cumulative Prior Awards for this Budget Period	$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$295,429

SUMMARY TOTALS FOR ALL YEARS	
YR	**AMOUNT**
1	$295,429
2	$283,429
3	$283,429
4	$283,429
5	$283,429

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.490
EIN:	1860365905A1
Document Number:	26TI88714A
Fiscal Year:	2026

IC	CAN	Amount
TI	C96N037	$295,429

IC	CAN	2026	2027	2028	2029	2030
TI	C96N037	$295,429	$283,429	$283,429	$283,429	$283,429

TI Administrative Data:
PCC: DCT-AD26 / **OC:** 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79TI088714-01

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 1H79TI088714-01

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 2 CFR 200 and 2 CFR 300 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 1H79TI088714-01

REMARKS

Federal Terms and Conditions for SAMHSA Grant Awards

This document outlines the federal terms and conditions applicable to your Substance Abuse and Mental Health Services Administration (SAMHSA) grant award. Please review these requirements carefully to ensure compliance throughout the life of the award.

Accepting the Award
By drawing funds from the Department of Health and Human Services (HHS) Payment Management System (PMS), the recipient acknowledges acceptance of the award's terms and conditions and agrees to comply with all requirements.

HHS requires recipients to draw down funds within the first 30 days of the period of performance to indicate acceptance of the award. If the recipient fails to draw down funds or provide an acceptable written justification for the delay within this 30-day period, SAMHSA may take action to amend or withdraw the award offer.

Once an award is accepted by the recipient, the contents of this NoA are legally binding unless and until modified by a revised NoA signed by the Grants Management Officer (GMO).

Declining or Negotiating the Award
If the recipient cannot accept the award terms, the recipient's Authorized Organizational Representative (AOR) must notify the GMO in writing before drawing down any funds, and no later than thirty (30) days after receiving this NoA.

Alignment with SAMHSA Mission and Strategic Priorities
The recipient of this award must implement any funds awarded under this NOFO to advance program goals or agency priorities in alignment with the agency priorities at SAMHSA's Strategic Priorities when authorized by the program statute.

Use of Supplies and Services for Harm Reduction Activities
SAMHSA recipients are prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use.

Grant funds may not be used to purchase, distribute, or support drug paraphernalia as defined by law. This includes, but is not limited to, syringes or needles for illicit drug injection; pipes or supplies for safer

smoking kits; fentanyl test strips or any other substance test kits, including xylazine and medetomidine test strips*; distribute any other drug paraphernalia or supplies that promote or facilitate drug use not listed here; purchase or distribute any other drug paraphernalia or supplies that promote or facilitate drug use not listed as acceptable in the Dear Colleague Letter: Updated Funding Guidance for Grantees on Supplies and Services (April 24, 2026). Funds also may not support overdose hotlines whose primary purpose is to enable drug use by providing real-time virtual or phone-based accompaniment.

These restrictions do not prohibit funding for legally permissible, evidence-based activities, such as the distribution of life-saving overdose prevention and response services, including purchase/distribution of naloxone or nalmefene and/or other infectious disease prevention services.

Failure to comply with the programmatic requirements in these letters: Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets America's Streets and the Dear Colleague Letter: Updated Funding Guidance for Grantees on Supplies and Services (April 24, 2026) (which provides updated guidance for grantees on the supplies and services previously defined under harm reduction that can be supported with SAMHSA funding), may result in enforcement actions consistent with 2 CFR 200.339 and 2 CFR 200.340 and the terms and conditions of this award.

**This prohibition does not apply to law enforcement, emergency medical services, public health officials, or healthcare professionals using drug testing technologies in the regular course of discharging their professional duties, or as specifically authorized by the program statute.*

Appropriate Use of Funds for Medication-Assisted Treatment (MAT) / Medications for Opioid Use Disorder (MOUD)

As referenced in the Dear Colleague Letter: Updated Guidance on Medication-Assisted Treatment (MAT) and Medications for Opioid Use Disorder (MOUD), SAMHSA funding should be used to provide comprehensive treatment and recovery support services rather than medication-only models for opioid use disorder. Services should include medications, where clinically indicated, in conjunction with psychosocial and other treatment and recovery support services. Funding can also be used to support individualized tapering and discontinuation of medications when clinically indicated.

Upon achieving stability in treatment and building sufficient recovery support, and at least annually, clinicians should engage in a discussion with patients to assess treatment and recovery goals and the continued use of medications. Continuation should be evaluated on an individual basis, taking into consideration progress toward treatment goals, stability in treatment, recovery capital, and patient preference.

When a shared decision to discontinue medication is made, discontinuation should be a gradual process with intensified support and monitoring to guard against resumption of drug use and done in the context of ongoing comprehensive care.

SAMHSA funding should be used to provide training to clinicians and other behavioral health providers on the clinically appropriate use of medications in the treatment of substance use disorders, including options for safe tapering and discontinuation when clinically indicated, and regular, at least annual, reviews for continuing treatment. This training should include strategies to support shared decision-making by ensuring patients are fully informed of the risks and benefits of medication treatment initiation, continuation, and discontinuation. Training must ensure providers educate patients about and facilitate access to comprehensive substance use treatment and recovery support services.

Training should include tools to support the development of individualized comprehensive treatment plans with patients that include consideration of medication treatment duration, and tapering and discontinuation, as clinically indicated based on the patient's individual circumstances, recovery, and preferences.

Failure to comply with the programmatic requirements found in: Dear Colleague Letter: Updated Guidance on Medication-Assisted Treatment (MAT) and Medications for Opioid Use Disorder (MOUD), may result in enforcement actions consistent with 2 CFR 200.339 and 2 CFR 200.340 and the terms and conditions of this award.

Antidiscrimination Compliance Requirement

By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors,

and partners also comply.

Civil Rights Compliance Requirement
The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

Title IX Compliance Requirement
By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go to the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.

Compliance with Court Orders
Any term or condition in this NoA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

Termination
This award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and may also otherwise be terminated, to the extent authorized by law, if the agency determines that the award no longer effectuates program goals or agency priorities.

1. Budget and Funding Overview

Award Approval

- This Notice of Award (NoA) approves the budget submitted on 07/05/2026 with conditions.

Budget Period Compliance

- Recipients must ensure that funds are spent within the 12-month budget period specified in the NoA according to the approved budget.

2. Regulatory Requirements

This award is subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

3. Key Personnel

Effort Limitations

- Total effort across all funding sources (federal and non-federal) for any individual may not exceed 100% level of effort.

Definition of Key Personnel

- Key Personnel are essential staff or consultants/subrecipients who must be part of the project regardless of whether they receive a salary or compensation from the project.

Designated Key Personnel

- For this program, the following role(s) are designated as Key Personnel:
    - **Project Director (PD)-minimum level of effort of 0.20 full-time employee (FTE)**
- The identified PD for this program is listed in item #7 Project Director or Principal Investigator on the cover page of the NoA. If the individual identified on the NoA is incorrect, you must submit a post-award amendment for a change in Key Personnel via eRA Commons.

Key Personnel Changes Requiring Approval
Any changes to Key Personnel, including:

- The proposal of new staff in a Key Personnel role, or
- A separation from the project for three months or longer, or
- A reduction in effort of 25% or more

Note: Hiring Key Personnel before receiving formal approval is at the recipient's own risk.

4. Reporting Requirements

All reports must be submitted by the deadlines outlined below. Late submissions may result in additional consequences, including denial of future funding or unilateral project closeout.

A. Federal Financial Report (FFR/SF-425)

- **Due:** Annually, no later than 90 days after the end of each budget period
- **Submission Method:** Via the Payment Management System (PMS)
- **Requirements:**
    - Recipients must request appropriate PMS user access
    - Reports sent by email or uploaded to eRA Commons will not be accepted
    - See Instructions for FFR Submission (must be logged in to PMS to access)

B. Programmatic Progress Report (PPR)

- **Due: Semi-Annual Report due April 28, 2027**
- **Annual Report due December 28, 2027**
- **Submission Method:** Via eRA Commons
- **Requirements:** Content must align with the Reporting Requirements section of the NOFO

C. Final Reports (for Closeout)

- **Due:** Within 120 days after the project period ends
- **Required Reports:**
  - Final Federal Financial Report (Final FFR/SF-425) via PMS
  - Final Progress Report (FPR) via eRA Commons
  - Tangible Personal Property Report (Final TPPR Report SF-428-B and SF-428-S, as applicable) via eRA Commons
- **Consequences for Failure to Submit Acceptable Final Reports:**
  - Unilateral closeout by SAMHSA
  - Reporting recipient's material failure to comply with the terms and conditions of the Federal award in SAM.gov (Responsibility/Qualification Records)
  - Impact on eligibility for future federal funding or other enforcement actions as appropriate (refer to 2 CFR 200.339)
- **Closeout Liquidation Period:**
  - All obligations must be liquidated no later than 120 days after the project period end date
  - After one hundred twenty (120) days, the PMS account is automatically locked. SAMHSA does not approve payment requests after the one hundred twenty (120) day liquidation of obligations period; late drawdown requests occurring after the 120 days will be denied.
- Additional closeout information and instructions on submitting reports are available at SAMHSA Grant Closeout

5. Government Performance and Results Act (GPRA) Compliance

Data Collection and Performance Measurement

All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 111-352). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the NOFO and are required to submit data via SAMHSA's Performance Accountability and Reporting System (SPARS).

SAMHSA's performance measurement tools have been updated to comply with Presidential Executive Orders.

6. Financial Management Standards

Recipients must maintain financial systems that:

- Track sources and uses of federal funds
- Compare actual expenditures to approved budgets
- Keep federal funds separate from other funds (no commingling)
- Ensure that all costs charged to awards are:
  - Allowable
  - Allocable
  - Reasonable
  - Necessary
  - Consistently applied in accordance with **2 CFR 200 and 2 CFR 300** as applicable

7. Consequences for Noncompliance

Failure to comply with terms and conditions may result in:

- Withholding of payments
- Disallowance of costs
- Suspension or termination of the award

- Denial of future funding

Remedies for noncompliance are governed by 2 CFR 200.339.

8. Post Award Amendments and Responses

All responses to award terms and post award amendment requests must be submitted in eRA Commons. For instructions, see SAMHSA Post Award Amendments.

9. Standard Terms and Conditions

Recipients must comply with:

- The **HHS Grants Policy Statement** (current version)
- **2 CFR 200** and **2 CFR 300**
- **SAMHSA Standard Terms and Conditions** in effect at the time of award

All prior terms and conditions remain in effect unless formally revised or removed by the Grants Management Officer.

SPECIAL TERMS

Risk Assessment, Audit & Oversight

SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures, records, and compliance with federal requirements. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 2 CFR part 200 and 2 CFR part 300, as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management System account, until the concerns are addressed.

SPARS

All SAMHSA grant recipients are required to collect and report certain data so that SAMHSA can meet its obligation under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are submitted using SAMHSA's Performance and Accountability Reporting System (SPARS).

Grant recipient is required to:

1. Intake to SAMHSA-funded services.
2. Six-months post-intake (reassessment) for active clients.
3. 12-months post-intake and annually thereafter for active clients.
4. Administrative closeout from SAMHSA-funded services.

SPARS training and technical assistance will be provided post award.

SPECIAL CONDITIONS

Condition Approval - Review Pending

*This Notice of Award serves as formal notification regarding the **conditional approval** of the submitted application. Following a thorough review, SAMHSA will determine if the application requires revisions. If revisions to the budget are required, SAMHSA will contact the recipient to submit a revised budget. Once the*

revised budget is approved, SAMHSA will issue a revised NoA.

Staff Contacts:

Caroline Waterman, Program Official
Phone: 240-276-1528 **Email:** Caroline.Waterman@samhsa.hhs.gov

Courtney Dodson, Grants Specialist
Phone: (240) 276-1849 **Email:** COURTNEY.DODSON@SAMHSA.HHS.GOV

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Doug Breckenridge
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Airport Transient Apron Design Phase Federal Aviation Administration Grant Offer

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SUMMARY:
The item is for consideration and approval is to continue to accept Federal funds for the design phase of the Kingman Municipal Airport Transient Apron Rehabilitation under IGM-WPG-3-04-0021-039-2026-Grant Agreement, which was executed on August 31, 2026. This Grant is the Federal Aviation Administration Share of 95% of the budgeted project cost. The Arizona Department of Transportation will match 2.5%, or $6,397, and the City will match the other 2.5%, or $6,397. The City's match will be paid from the Airport Fund.

FISCAL IMPACT:
None at this time. This project will be paid mostly with grant funding in the amount of $249,483. The City will be required to pay $6,397 in a local match which will impact the Airport Fund.

STAFF RECOMMENDATION:
Approve the Acceptance of IGM-WPG-3-04-0021-039-2026-Grant Agreement.

SUGGESTED MOTION:
Approve the acceptance of IGM-WPG-3-04-0021-039-2026-Grant Agreement.

ATTACHMENTS:
IGM-WPG-3-04-0021-039-2026-Grant_Agreement.pdf

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

August 25, 2026

Tim Walsh
City Manager
7000 Flightline Dr.
Kingman, AZ 86401

Dear Mr. Walsh:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0021-039-2026 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 16, 2026**.
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 four (4) years 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 (08/25/2026 11:34:23 PDT)

Kyler Erhard
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: August 25, 2026

Airport/Planning Area: Kingman Airport

Airport Grant Number: 3-04-0021-039-2026

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 February 25, 2026, 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:

Rehabilitate Transient Apron (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure

Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (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(s): 20.116.

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 $243,085.

   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 USC § 47108(b):
   $0 for planning
   $243,085 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

      ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

   c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 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 USC § 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 delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), 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(s) unless this offer has been accepted by the sponsor on or before September 16, 2026, 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. Upon request, the sponsor must furnish to the Secretary 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 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of 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, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can 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 USC § 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 America.** 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 USC § 47108(b)(2), 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:

i. 15 percent; or

ii. 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 49 USC § 47109, or IIJA (P.L. 17-58), 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:

i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

iii. 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 they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars 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:

i. 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.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. 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.

a. *Posting of contact information.*

i. 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.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. 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:

a. 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

b. 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;

3. 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;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or 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 Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the sponsor 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.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient 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. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient 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 requirements.

ii. "Private Entity" means:

a) 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.

b) 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 meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. **Grant 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 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 USC § 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 41 USC § 4712(a)(2) 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 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 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] 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 USC §§ 2000d et seq.) and

implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 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. 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, and 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. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. 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 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. 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 FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

   i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

   iii. 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).

31. **Signage Costs for Construction Projects.** The sponsor 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.

SPECIAL CONDITIONS

32. 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.

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 (08/25/2026 11:34:23 PDT)

(Signature)

Kyler Erhard

(Typed Name)

Manager

(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 August 28, 2026

City of Kingman

(Name of Sponsor)

Tim M. Walsh Jr.

Tim M. Walsh Jr. (08/28/2026 13:14:13 PDT)

(Signature of Sponsor's Authorized Official)

By: Tim 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 USC § 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; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); 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 August 31, 2026

By: Carl Cooper
Carl Cooper (08/31/2026 06:47:54 PDT)
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 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, USC, 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

It 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 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 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 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 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 Construction[1]

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 USC § 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 USC § 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 USC §§ 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 USC § 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 ensure 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 USC § 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 USC § 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 USC § 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 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 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 USC §§ 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 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 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 USC, 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 (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of February 25, 2026.

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 (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

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 Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 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 USC § 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 USC § 46301(a)(8).

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Doug Breckenridge

MEETING DATE: September 15, 2026

AGENDA SUBJECT: Authorization to Execute C&S Authorization of Services No. 6

SUMMARY:
This item is for consideration and approval to execution of Authorization of Services Number 6 for C&S Engineering Services for the design of the Transient Apron rehab project of 132,000 square yards of the apron.

This item is required along with the IGM-W G-3-04-0021-039-2026-Grant Agreement to apply for and receive the Arizona Department of Transportation grant for a project share of 2.5%.

This project is approved in the FY2026-27 Adopted Budget and 5-Year Capital Improvement Plan and is budgeted at $260,000 in the Airport Grants Fund. C&S' proposal is $247,921. Grant funding will cover most of this cost, but a local match of $6,397 will be required.

FISCAL IMPACT:
This project is mostly grant funded. There will be a minimal fiscal impact of approximately $6,397 to the Airport Fund.

STAFF RECOMMENDATION:
Approve the execution of C&S Engineers Authorization of Services Number 6 for Design Services of the Transient Apron Rehabilitation project.

SUGGESTED MOTION:
Motion to approve the execution of C&S Engineers Authorization of Services Number 6 for Design Services of the Transient Apron Rehabilitation project.

ATTACHMENTS:
IGM_Transient_Apron_Rehab_-_CS_AOS___06__002_.pdf
Agreement_with_C_S_for_Award_on_Call_Airport_Engineering_Mgt_Services.pdf

AUTHORIZATION FOR SERVICES NO. 6
KINGMAN MUNICIPAL AIRPORT

DESIGN SERVICES FOR TRANSIENT APRON REHABILITATION 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 Transient Apron Rehabilitation 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 $247,921.00. 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	**CONSULTANT**
City of Kingman	**C&S Engineers, Inc.**
By: _____	**By:** _____ Lance R. McIntosh
Title: _____	**Title:** Service Group Manager
Date: _____	**Date:** 2/16/2026

SCHEDULE A

SCOPE OF WORK

Project Title: **Transient Apron Rehabilitation Project**
Airport Name: **Kingman Municipal Airport**
Services Provided: Design and Bidding

Project Description:
In accordance with the General Engineering Services Agreement, dated the 20th day of May, 2025, the CONSULTANT shall provide the required services to design the Transient Apron Rehabilitation Project (the "Project"). The Project will include the rehabilitation of the Transient Apron. The Project will be performed and constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) and the Arizona State Department of Transportation (ADOT).

Services to be provided by the CONSULTANT shall include topographic survey, civil and geotechnical engineering services, as applicable, required to accomplish the following items ("Basic Services"):

PROJECT MANAGEMENT/GRANT ADMINISTRATION PHASE
The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and ADOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist with preparation or update of environmental documentation and provide relevant project information and exhibits for a Categorical Exclusion (CATEX) or short form Environmental Assessment.
2. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
3. During the Design Phase, to aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.
4. Perform project management duties such as project planning, invoice preparation, schedule coordination and coordination of design team.
5. Grant project set-up for Client, Federal Aviation Administration and State Agency.
6. Preparation of grant application packages for the project; coordination of their execution by the SPONSOR; and submission to the funding agencies.
7. Prepare quarterly progress reports and schedule updates for submission to the FAA and ADOT.
8. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agencies.
9. Monitoring DBE participation and DBE payments for life of the project.
10. Preparation of the FAA and ADOT grant closeout packages for this project.

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 contact 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 with the SPONSOR, the 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. Perform a preliminary Project site inspection to further familiarize the design team with Project areas.
3. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
4. Prepare initial plans/exhibits identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs.
5. Coordination and management of required surveys and investigations to minimize interference with airport and tenant operations. Coordinate schedule with SPONSOR and supervise work at the Project site as necessary.
6. Acquire the necessary topographic survey and utility data for the Project site, including related office computations and drafting as follows:
    a. Topographic survey (50' grid) of Transient Apron for the full area of the Apron plus 100' beyond each edge. Cross sections of the apron longitudinally every 50 feet shall include, at a minimum, spot grades, edge of pavement (and drops), grade breaks, and angle points. Locate all pavement markings, include nearby structures including all electrical facilities, signs, pull boxes, lights, utility markers, etc. and any drainage features. Provide elevations and note description and contents if possible. Provide survey DTM, LandXML, and 3D surface topo line work compatible with AutoCAD 2024.
7. Acquire soils and existing pavement investigation data, including borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics as follows:
    a. Mark boring locations and arrange utility clearance of the boring locations. Perform a subsurface exploration by drilling an adequate number of borings to depths of approximately 10 ft below existing site grade distributed as necessary to obtain an accurate sampling.
    b. Before drilling at the boring locations, cores of the existing pavement layer will be obtained. Measurement of the thickness of the different layers forming the existing pavement structure will also be performed at each boring/coring location.
    c. Strata encountered will be examined and logged. Loose and relatively undisturbed soil samples will be taken for laboratory testing. Testing of soil samples will include gradation, plasticity (Atterberg limits), in-situ moisture content/density (from ring samples), moisture-density relationship (Proctor), sand equivalent, and laboratory CBR (4 tests).
    d. Testing on the recovered asphalt concrete cores will consists of asphalt recovery (Abson), binder penetration, absolute viscosity and specific gravity on recovered asphalt binder, asphalt binder content and gradation.
    e. The borings will be backfilled with native soils and capped with non-shrink grout and painted with black paint at all locations. An effort will be made in the field to compact the backfill material (mostly by adding water) and minimize subsequent settlement of the backfill and capping material.
    f. A written report will be provided and will include a boring/coring location diagram, logs of borings, laboratory test results, photos of recovered asphalt concrete cores, recommendations/discussions of our findings regarding recommendations for pavement reconstruction/rehabilitation alternatives and for materials specifications for earthwork and pavement structure.
    g. All explorations will be advanced to the depths outlined unless refusal to auger drilling is encountered. A field engineer/geologist will log the borings, record blow counts of penetration tests, and obtain AC cores and undisturbed and representative bulk samples of

soils and aggregate base/subbase encountered as conditions dictate.

8. Develop schematic designs, including preliminary pavement horizontal geometric layouts, and prepare preliminary opinion of probable construction costs for each major element of the Project.
9. Develop a draft construction safety phasing plan (CSPP) 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).
10. Submit schematic design to the SPONSOR, ADOT and the FAA for their review and comment.

PRELIMINARY DESIGN PHASE (75%)

The services to be performed during this Phase consist generally of services required to furnish the SPONSOR with a set of Preliminary Plans, Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Conduct site inspections if necessary to verify topographic survey and other Project-related existing physical features and facilities.
2. Analyze data obtained from existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
3. Develop pavement design in accordance with FAA advisory circular 150/5320-6F.
4. Develop horizontal pavement geometrical layouts. Compute and document on drawings sufficient information to layout proposed pavements in field during construction.
5. Develop preliminary three-dimensional design in order to develop pavement profiles, typical sections, and other grading details for the proposed work.
6. Develop preliminary drainage designs, including computation of surface water runoff, and layout necessary to accommodate expected flows.
7. Finalize construction safety phasing plan (CSPP) and Submit to OE/AAA Portal.
8. Develop preliminary storm water pollution prevention plan to control stormwater runoff during construction.
9. Develop preliminary taxiway edge lighting improvements.
10. Develop preliminary marking layout design in accordance with FAA Advisory Circular 150/5340-1M.
11. Prepare preliminary Contract Drawings (approximately 75% complete) providing sufficient detail for review of design concepts by the SPONSOR, the FAA and ADOT.
12. Prepare general provisions and preliminary technical specifications expected to be required for the proposed work using FAA standards from FAA AC 150/5370-10.
13. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.
14. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
15. Perform quality control review on design documents.
16. Submit preliminary design documents to the SPONSOR for review and comment.
17. Submit preliminary design documents to the FAA, and ADOT.
18. Schedule and conduct a preliminary design review meeting to discuss and resolve SPONSOR comments.

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. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Phasing and Operations Plan will be included as part of the specifications.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize three-dimensional design in order to finalize pavement profiles, typical sections, and other grading details for the proposed work.
2. Finalize pavement designs and detail pavement keyways, edge of pavement grading requirements, and pavement sections.
3. Finalize pavement profiles, cross-sections, grading and drainage designs.
4. Finalize erosion control design and details.
5. Finalize pavement marking layouts, and detail installations.
6. Finalize taxiway edge lighting improvements and detail installations.
7. Prepare final Contract Drawings.
8. 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.
9. Finalize General Specifications and prepare written Technical Specifications for all construction materials and installations.
10. Prepare FAA 7460 forms and submit them online through the FAA website portal.
11. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
12. Finalize design report to be consistent with the final design.
13. Perform an internal quality control review on design documents.
14. Perform a constructability review on drawings, specifications and CSPP.
15. Submit final documents to the SPONSOR, the FAA and ADOT for final review and comment. Schedule and conduct draft final review meeting with the SPONSOR to discuss and resolve final comments.

BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the SPONSOR publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist the SPONSOR during this Phase as required.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Assist the SPONSOR in the advertisement of the Project and issuance of bid documents.
2. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
3. Schedule and conduct pre-bid conference(s) if requested by the SPONSOR and advise the SPONSOR on matters relating to design. Prepare meeting minutes of the pre-bid conference(s).

4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the SPONSOR's approval.

5. Upon receipt of bids, perform bid reviews. The bid review shall include items such as a check of the contractor's bid extensions, bid security, execution of bid, non-collusive bidding certificate, EEO certification, statement of surety's intent, addenda receipt, "Buy American" certificate, subcontractors and suppliers list, Disadvantaged Business Enterprise (DBE) certification, eligibility certification, corporate bidder's certification, non-discrimination statement and non-segregated facilities certificate. Request evidence of competency and evidence of financial responsibility from the contractor. Review contractor's list of personnel, list of equipment, and financial statement. Formal contact of the contractor's references shall be made upon SPONSOR's request or if the contractor has no past working relationship with the CONSULTANT, the SPONSOR, the FAA, or ADOT.

6. Prepare a final bid tabulation, recommendation/rejection of award to the SPONSOR, and a sample award letter. Request concurrence of award from the FAA and ADOT.

7. Upon award of contract, prepare conformed copies of contracts; coordinate contractor's execution of contract; review contractor's bonds, insurance certificates, and DBE plan; review contractor's submission with SPONSOR; coordinate SPONSOR's execution of the contract; and assist in distributing copies of executed contracts to the contractor, the FAA and ADOT.

8. Coordinate Notice to Proceed (NTP) for construction. Contact FAA for permission to issue NTP. Prepare a sample NTP letter for the SPONSOR to send to the contractor.

END OF SCHEDULE A

CONSULTING/ENGINEERING COST SUMMARY SCHEDULE "B"

PROJECT NAME: Kingman Airport - Transient Apron Rehabilitation
PROJ DESCRIPTION: Design
CLIENT: City of Kingman
CLIENT MANAGER: Doug Breckenridge

DATE: 2/15/2026
A/E: C & S ENGINEERS, INC.

I. DIRECT SALARY , OVERHEAD & PROFIT COSTS:

	TITLE	RATE OF PAY ($/HR)	@	HOURS		COST
A.	Grants Administrator	$ 120.00	X	82.00	=	$9,840
B.	Senior Designer	$ 148.00	X	222.00	=	$32,856
C.	Project Manager	$ 170.00	X	404.00	=	$68,680
D.	Senior Project Engineer	$ 223.00	X	192.00	=	$42,816
E.	Service Group Manager	$ 292.00	X	42.00	=	$12,264

TOTAL ESTIMATE OF LABOR: $166,456

II. ESTIMATE OF DIRECT EXPENSES:

A. TRAVEL, BY AUTO:

404 mile* @ 5 Trip(s) @ $0.725 = $1,465.00 $1,465.00
$293.00 EA Trip

TOTAL ESTIMATE OF DIRECT EXPENSES: $1,465.00

III. SERVICES BY OTHERS:

A.	Topographic Survey	$30,000
B.	Geotechnical Investigation	$50,000

TOTAL SERVICES BY OTHERS: $80,000

IV. TOTALS:

TOTAL LUMP SUM ENGINEERING SERVICES : $247,921.00

SCHEDULE B
FEE BREAKDOWN

Task 1.0	Project Management Phase/Grant Admin Phase (Lump Sum Basis)	$22,672
Task 2.0	Schematic Design (30%) (Lump Sum Basis)	$119,826
Task 3.0	Preliminary Design (75%) (Lump Sum Basis)	$54,684
Task 4.0	Final Design (100%) (Lump Sum Basis)	$37,396
Task 5.0	Bidding Phase (Lump Sum Basis)	$13,343
	TOTAL LUMP FEE	**$247,921**

C&S ENGINEERS, INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

PROJECT: Kingman Airport - Transient Apron Rehabilitation
SERVICES: Design
CLIENT: City of Kingman
CLIENT MGR: Doug Breckenridge

CONT NO.	PHASE NO.	TASK	Grants Administrator	Senior Designer	Project Manager	Senior Project Engineer	Service Group Manager	TOTAL LABOR HOURS	TOTAL LABOR	DIRECT COSTS	SERVICES BY OTHERS	TOTALS
			$ 120.00	*$ 148.00*	*$ 170.00*	*$ 223.00*	*$ 292.00*					
		Project Management Phase/Grant Administration Phase	**50**	**8**	**58**	**20**	**4**	**140**	**$ 22,672**		**$ -**	**$22,672.00**
		Project Management	16		40	20	4	80	$14,348			$14,348.00
		Grant Administration (setup, maintenance/updates/reports, GRR's, closeout)	32		12			44	$5,880			$5,880.00
		Compile CatEx Environmental Supporting Documentation	2	8	6			16	$2,444			$2,444.00
		Schematic Design (30%)		**58**	**102**	**44**	**12**	**216**	**$ 39,240**	**$ 586.00**	**$ 80,000**	**$119,826.00**
		Pre-design Meeting		2	12	2	4	20	$3,950	$293.00		$4,243.00
		Acquire and Review Record Documents			4			4	$680			$680.00
		Topographic Survey		2	8			10	$1,656		$30,000	$31,656.00
		Geotechnical Investigation			8			8	$1,360		$50,000	$51,360.00
		Schematic Pavement Designs		4	4	2		10	$1,718			$1,718.00
		Schematic Plans (30%)		40	24	32		96	$17,136			$17,136.00
		Develop Schematic CSPP		4	8			12	$1,952			$1,952.00
		Schematic Design Report			10			10	$1,700			$1,700.00
		Schematic Opinion of Probable Construction Cost		2	8			10	$1,656			$1,656.00
		Quality Assurance/Quality Control/Revisions		4	4	8	8	24	$5,392			$5,392.00
		Schematic Design Review Meeting			12			12	$2,040	$293.00		$2,333.00
		Preliminary Design (75%)		**96**	**120**	**73**	**12**	**301**	**$ 54,391**	**$293.00**	**$ -**	**$54,684.00**
		Preliminary Pavement Designs			4		2	6	$1,264			$1,264.00
		Preliminary Horizontal & Vertical Geometric Layout		16	4			20	$3,048			$3,048.00
		Preliminary Grading Design (3D modeling)		16	4	8		28	$4,832			$4,832.00
		Preliminary Drainage Design		8	4	4		16	$2,756			$2,756.00
		Preliminary Erosion Control Design		8	4			12	$1,864			$1,864.00
		Preliminary Marking Layout Design		8	8			16	$2,544			$2,544.00
		Preliminary Plans (75%)		40	24	32		96	$17,136			$17,136.00
		Preliminary Specifications			12	8	2	22	$4,408			$4,408.00
		Finalize CSPP and Submit to OE/AAA Portal			8			8	$1,360			$1,360.00
		Preliminary Opinion of Probable Construction Cost			8	1		9	$1,583			$1,583.00
		Preliminary Design Report			12	4		16	$2,932			$2,932.00
		Quality Assurance/Quality Control Revisions			16	16	8	40	$8,624			$8,624.00
		Preliminary Design Review Meeting			12			12	$2,040	$293.00		$2,333.00
		Final Design Phase (100%)		**60**	**88**	**49**	**8**	**205**	**$ 37,103**	**$ 293**	**$ -**	**$37,396.00**
		Final Pavement Design & Details		4	4			8	$1,272			$1,272.00
		Final Grading Design (3D modeling) & Details		8	8			16	$2,544			$2,544.00
		Final Drainage Design & Details		4	4			8	$1,272			$1,272.00
		Final Erosion Control Design & Details		2	4			6	$976			$976.00
		Final Marking Layout Design & Details		4	4			8	$1,272			$1,272.00
		Final Plans (100%)		30	28	32		90	$16,336			$16,336.00
		Final Specifications			4	2		6	$1,126			$1,126.00
		Final Opinion of Probable Construction Cost			4	1		5	$903			$903.00
		Final Design Report			8	2		10	$1,806			$1,806.00
		Constructability Review				8		8	$1,784			$1,784.00
		Quality Assurance/Quality Control/ Revisions		8	4	4	8	24	$5,092			$5,092.00
		Submit Final Design Documents			4			4	$680			$680.00
		Final Design Review Meeting			12			12	$2,040	$293.00		$2,333.00
		Bidding Phase	**32**		**36**	**6**	**6**	**80**	**$ 13,050**	**$ 293**	**$ -**	**$13,343.00**
		Assist City wth Advertisement	8		8			16	$2,320			$2,320.00
		Respond to Bidder Questions	4		4	2		10	$1,606			$1,606.00
		Conduct Pre-Bid Meeting			12			12	$2,040	$293.00		$2,333.00
		Prepare Addenda	8		4			12	$1,640			$1,640.00
		Perform Bid Review, Bid Tabulation and Recommendation of Award	8		4	4	6	22	$4,284			$4,284.00
		Coordinate Contractor Contract Execution and NTP	4		4			8	$1,160			$1,160.00
		All Tasks Total	**82**	**222**	**404**	**192**	**42**	**942**	**$ 166,456**	**$ 1,465**	**$ 80,000**	**$ 247,921**

SCHEDULE C
ADDITIONAL SERVICES

Additional and hourly services, as requested, will be provided at the following current billing rates:

C&S FEE SCHEDULE

Classification	Hourly Rate
Service Group Manager	$292.00
Senior Project Engineer	$223.00
Project Manager	$170.00
Senior Designer	$148.00
Grants Administrator	$120.00
Other Expenses (Prints, Copies, etc.)	Cost Plus + 10%

KINGMAN AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2026



LEGEND

1 DESIGN TRANSIENT APRON REHABILITATION (APPROX 132,000 SY)

11:04:58 AM - Feb 16 2026 rbehm F:\Project\K32 - Kingman Airport, AZ\K32 ACIP\Kingman ACIP FY 27-31\IGM ACIP Maps FY27-31.dwg

PREPARED: 2/2026 (FY 2026)

CONSULTANT AGREEMENT
AIRPORT ENGINEERING, ARCHITECTURAL DESIGN AND CONSTRUCTION MANAGEMENT
KINGMAN MUNICIPAL AIRPORT & INDUSTRIAL PARK

This CONSULTANT AGREEMENT (this "Agreement") is entered into as of 20 May, 2025, by and between the City of Kingman, an Arizona municipal corporation (hereinafter referred to as the "CITY") and C&S Engineers, Inc., a New York business corporation authorized to perform services in Arizona and having offices at 2575 E Camelback Rd, Suite 740, Phoenix, AZ 85016 (hereinafter referred to as the "CONSULTANT"). The CITY and CONSULTANT may be referred to herein individually, as a "party" and collectively, as the "parties."

RECITALS

WHEREAS, the City of Kingman, Kingman Municipal Airport & Industrial Park (hereinafter referred to as "IGM"). requires the services of a qualified aviation consultant to provide professional airport engineering/architectural design and construction management services; and

WHEREAS CONSULTANT has expertise as civil engineers in airport engineering/architectural design and construction management (the "Services"); and

WHEREAS CONSULTANT is qualified and willing to provide the Services; and

WHEREAS CONSULTANT was selected pursuant to FAA Advisory Circular AC 150/5100-14e; and

WHEREAS CONSULTANT submitted the proposal most advantageous to the CITY and the CITY desires to enter into this Agreement for the CONSULTANT to provide the Services pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is hereby agreed as follows:

ARTICLE I SERVICES

1.1 The CONSULTANT shall provide the Services required in accordance with the scopes of services to be included as part of individual authorizations for services (the "Authorization of Services") and as the CITY may request, including but not limited to the following:

A. Preliminary Phase. This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include:

1. Assisting IGM staff and representatives in establishing project goals, objectives, means and parameters for the disciplines listed, on project

requirements, finances, schedules, early phases of the project and other pertinent matters and meetings with FAA and other concerned agencies and parties on matters affecting the project.
2. Planning, procuring and/or preparing necessary surveys, geotechnical engineering investigations, field investigations and architectural and engineering studies required for preliminary design considerations.
3. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations and preliminary layouts and cost estimates.

B. Design Phase. This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include:

1. Make field trips as required to review existing conditions, and to properly prepare design and construction documents.
2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
3. Attend meetings, including design, pre-bid, pre-construction and construction, as scheduled by IGM, the FAA, or ADOT-MPD Aeronautics Group, and prepare and distribute Minutes of said meetings.
4. Prepare plans and specifications in such form as comply with the latest applicable federal, state and local laws, building codes, ordinances, FAA Advisory Circulars, as amended, and other applicable rules, regulations and guidance.
5. Prepare design documents, construction documents, and other required drawings, as well as technical specifications describing the size, character, and quality of the entire project. Revise documents to the satisfaction of the IGM, federal, state and/or local agencies.
6. Provide technical direction, interpret the construction documents, and make recommendations regarding claims, disputes and other matters in question between the construction contractor(s) and IGM.
7. Preparing necessary engineering reports and recommendations.
8. Prepare and submit itemized project cost estimates at the design and construction document phase.
9. Printing and providing necessary copies of engineering drawings and contract specifications.

C. Construction Phase. This phase includes all activities to construct the project. Examples include:

1. Assisting IGM in advertising and securing bids, negotiating for services, prepare addenda, interpret the construction documents, and prepare clarification documents analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
2. Provide full/part time qualified construction managers during construction to assure that the progress of the work, the character,

scope and detail of construction, the quantity and quality of materials and equipment, and the standard of workmanship conform to the intent of the architect/engineer as expressed in the construction documents.

3. Representing IGM at preconstruction conferences.
4. Analyze substitutions, test reports, materials, equipment, systems schedules, shop drawings, laboratory reports, samples, etc., and make recommendations to IGM.
5. Observing or reviewing performance tests required by specifications.
6. Assist IGM in reviewing and approving all contractor documents, including, but not limited to, pay requests and certified payroll reports.
7. Inspecting work in progress and providing appropriate reports to IGM.
8. Preparing and negotiating change orders and supplemental agreements.
9. Participate in the final inspection of the project(s), compile the punch list, and advise IGM as to the acceptability of the work performed by the construction contractor(s) and submit a report of the completed project to IGM.
10. Prepare and furnish final record drawings and specifications including such revisions that may have been made during construction.
11. Determining amounts owed to contractors and assisting IGM in the preparation of grant reimbursement requests.
12. Making final inspections
13. Preparation of DBE Plan/Goals and assist with monitoring DBE Participation.

D. Special Services. The development of some projects may involve special activities or studies. Some examples of special services that might be employed for airport projects include:

1. Soils investigations, including core sampling, laboratory tests, related analyses and reports.
2. Detailed mills, shop and/or laboratory inspections of materials and equipment.
3. Hangar and building assessment studies, analyses and reports.
4. Land surveys and topographical maps.
5. Field and/or construction surveys.
6. Photogrammetry surveys.
7. Special environmental studies and analyses.
8. Expert witness testimony in litigation involving specific projects.
9. Project feasibility studies.
10. Public information and community involvement surveys, studies and activities.
11. Assisting IGM in the preparation of necessary applications for local, State and Federal grants.
12. Preparation of or updating the airport layout plan.
13. Preparation of property maps.
14. Preparation of quality control plan.
15. Preparation of final report.

E. The following listed projects may or may not be assigned over the term of the contract:

1. Design and Construct Taxiway B Reconstruction
2. Design and Construct Taxiway D Reconstruction
3. Design and Construct Airfield Lighting, Signs, and NAVAIDS
4. Design and Construct Corner Apron Pavement Reconstruction
5. Design and Construct Transient Apron Pavement Rehabilitation
6. Design and Construct Access Control System and Gate Improvements
7. Design and Construct Taxiway A Rehabilitation and Geometry Update
8. Design and Construct Large Aircraft Engine Testing Area
9. Design and Construct Aircraft Wash Rack and Maintenance Bays
10. Design and Construct Taxiway F Reconstruction
11. Design and Construct Airport Terminal Building
12. Design and Construct Runways, Taxiways, and Apron Maintenance or Improvements (Non AIP eligible for projects not listed on ACIP)
13. Design and Construct Airfield Flood Control and Drainage Improvements (Non AIP eligible for projects not listed on ACIP)
14. Design and Construct Airfield Access Roads (Non AIP eligible for projects not listed on ACIP)
15. Design and Construct Aircraft Hangar Evaluation, Improvements, Construction and/or Relocation (Non AIP eligible for projects not listed on ACIP)
16. Design and Construct Industrial Park Infrastructure including but limited to, roadway improvements, water and sanitary sewer services, environmental mitigation, and drainage improvements. (Non AIP eligible for projects not listed on ACIP)

1.2 A specific Authorization of Services and a detailed scope of services will be prepared for each individual project by the CONSULTANT and submitted to the CITY. The CITY shall provide written approval for each Authorization for Services prior to any work commencing by the CONSULTANT.

ARTICLE II TIME OF PERFORMANCE

The term of this contract will be five (5) years from the contract execution date with monthly contract terms thereafter and no requirement to renew for additional annual terms. The maximum overall contract term, including any optional renewals, cannot exceed five (5) years. Each Authorization for Service will include times of performance for the work tasks covered in said authorization. CONSULTANT shall perform all Services in an expeditious manner so as not to delay the project. 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.

ARTICLE III COMPENSATION AND PAYMENT

For the performance of its services, CONSULTANT shall be paid in accordance with the individual Authorization for Services by CITY in the manner and at the times specified in said Authorizations.

3.1 MANNER OF PAYMENT. The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month, CONSULTANT shall prepare and submit to CITY an invoice covering cost incurred during the previous month based on the hourly expenses and work completed to date. A progress report shall accompany each invoice. CITY shall pay CONSULTANT within thirty days after receipt of the approved invoice.

3.2 SUBCONTRACTOR PAYMENTS. CONSULTANT shall satisfy CITY by affidavit that all invoices for labor and materials contracted by the CONSULTANT have been paid and shall complete and submit to the CITY a certification relinquishing any and all claims of right or lien under, in connection with, or as a result of the foregoing work before final payment from CITY to CONSULTANT shall be made.

3.3 CONSULTANT'S FEE. CONSULTANT'S fee for performance of the Services will be outlined in the Authorization for Service. This fee is guaranteed for the work specified in the scope of services and CONSULTANT shall charge no additional amount for such work. Additional services beyond the total cost set forth in the Authorization for Service shall not be undertaken by the CONSULTANT prior to a revised or amended written authorization from the CITY.

ARTICLE IV CHANGES IN WORK

Significant changes in the scope, character or complexity of the work or services in addition to those specified in the scope of services may be negotiated if the CITY determines that such changes are desirable and necessary. Authorization to perform additional services shall be in writing, and shall specify the basis of CONSULTANT'S fee. No changes in scope of work or amendments to this Agreement shall be made without prior written approval of the CITY, the Arizona Department of Transportation (hereinafter "ADOT") Multimodal Planning Division (MPD), and the Federal Aviation Administration (hereinafter "FAA"). Such changes increasing the amount of CONSULTANT'S compensation shall be incorporated in written supplemental agreements to the Authorization for Service. CONSULTANT will supply fee estimates for such additional services on request of the CITY.

ARTICLE V INSURANCE

5.1 The CONSULTANT shall furnish certificates prior to commencement of any work described herein, showing no less than the following limits:

5.1.1 Commercial General Liability
Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits of not less than:

1. Each Occurrence: $1,000,000
2. General Aggregate: $2,000,000

5.1.2 Commercial Automobile Liability
$1,000,000 Commercial Auto (can be waived, depending on circumstances)

5.1.3 Worker's Compensation
Per Occurrence: statutory requirement

5.1.4 Professional Liability

$1,000,000 per claim

5.2 The CITY in no way warrants that the minimum limits contained herein are sufficient to protect the contractor from liabilities that might arise out of the performance of work under this contract/agreement. CONSULTANT is free to purchase such additional insurance as may be determined necessary.

ARTICLE VI OWNERSHIP OF DOCUMENTS

5.1. In accordance with ADOT MPD Aeronautics Group Grant Assurances and/or FAA Grant Assurances all documents, including but not limited to, field notes, design notes, tracings, data compilations, studies and reports in any format, including but not limited to, written or electronic media, which are prepared under this Agreement are to be and remain the sole property of the CITY and are to be delivered to the CITY before final payment is made to the CONSULTANT. There shall be no limitations upon the CITY, the Federal Aviation Administration, or the Arizona Department of Transportation as to the subsequent use of plans, documents or ideas incorporated therein. Furthermore, no project material prepared with AIP/ADOT MPD Aeronautics Group funding shall be subject to copyright in the United States in accordance with FAA Grant Assurances.

5.2 The CITY agrees to hold harmless and release CONSULTANT from any liability arising out of or resulting from the use of such documents for other projects or from the use of incomplete documents furnished by the CONSULTANT related to the preparation of final construction plans by others.

5.3 The CONSULTANT may retain reproducible record prints of drawings and copies of other documents. The CONSULTANT shall endorse by his/her professional seal on all final plans, specifications and engineering data furnished by him/her.

ARTICLE VII RETENTION OF RECORDS

The CONSULTANT and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this Agreement, and shall make all such material available to the CITY, or its duly authorized representatives at any reasonable time during the term of work under this Agreement, and for six (6) years after the date of final payment to the CONSULTANT by the CITY for Services provided and work performed pursuant to this Agreement.

ARTICLE VIII ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other. It shall extend to and be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto. The CONSULTANT may, however, utilize in the performance of this Agreement, without prior approval of the CITY, personnel or services of Ninyo & Moore, Trace Consulting, CR Engineers, DWL Architects + Planners, Inc., Coffman Associates, and other subconsultants as the CONSULTANT sees fit.

ARTICLE IX RESPONSIBILTY OF CONSULTANT

9.1 CONSULTANT shall perform the Services to the best of its ability as an independent contractor in accordance with industry standards, this Agreement, and applicable laws and regulations.

9.2 CONSULTANT agrees to correct deficiencies resulting from the negligent performance of the Services which are discovered and reported to CONSULTANT within five years from the date of completion of the Services hereunder. If CONSULTANT does not correct deficiencies as written in this Article, then CONSULTANT shall be liable for the amount necessary to replace the services as necessary for such corrections. Under no circumstances shall CONSULTANT, its subcontractors and suppliers, be liable to CITY for any consequential damages including loss of use or loss of profit, except that CONSULTANT shall be liable to CITY, and shall indemnify, defend and hold the CITY harmless therefrom, for loss or damage arising out of or in connection with CONSULTANT'S negligent performance of the Services under this Agreement. It is understood by CONSULTANT and the CITY that CONSULTANT shall provide insurance against the possibility of such negligence, as provided by Article V herein above.

ARTICLE X RESPONSIBILITY OF CITY

The CITY will designate a representative to review and approve documents submitted by CONSULTANT. The representative shall be empowered to render decisions and provide information in a timely manner that will not delay the orderly progress of the work or performance of the Services. The CONSULTANT is entitled to rely upon the information, decisions and approvals furnished in writing by the CITY'S representative.

ARTICLE XI STATE FUNDING REQUIREMENTS

The CONSULTANT agrees to comply with the provisions of the State of Arizona Executive Order 99-4, relating to equal opportunity which is herein incorporated by reference.

ARTICLE XII CANCELLATION PURSUANT TO A.R.S. 38.511

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 is 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 other 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.

ARTICLE XIII COMPLIANCE WITH FEDERAL CONTRACT PROVISIONS

The CITY and the CONSULTANT shall comply with the applicable Federal Contract Provisions, attached hereto as Exhibit A and incorporated herein by reference.

XIV MISCELLANEOUS

14.1 It is expressly agreed and understood by and between the parties that the CONSULTANT is being retained by the CITY as an independent contractor, and as such the CONSULTANT shall not become a CITY employee, and is not entitled to payment or compensation to any fringe benefits to which other CITY employees are entitled other than that compensation as set forth in Section 1(A) above. As an independent contractor, the CONSULTANT further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owning any government entity whatsoever as a result of this Agreement. As an independent contractor, the CONSULTANT further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the CITY by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the CITY, including but not limited to workman's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

14.2 The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waive any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The CONSULTANT further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement.

14.3 The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Agreement, pursuant to ARIZ. REV. STAT. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute. The CONSULTANT further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

14.4 Israel. CONSULTANT 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.

14.5 Uyghurs. The CONSULTANT 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 produce by same as defined in ARIZ. REV. STAT. §35-394.

14.6 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the CONSULTANT 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). CONSULTANT's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the CITY.

14.7 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 CONSULTANT 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. CONSULTANT 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.

ARTICLE XV CERTIFICATION OF THE ENGINEER

I hereby certify that I am a duly authorized representative of the firm of C&S Engineers whose address is 2575 E Camelback Rd, Suite 740, Phoenix, AZ 85016, and that neither I, nor the above firm represented has:

1. Employed or retained for a commission, percentage, brokerage, contingent fee, or further consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement.

2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this Agreement; except as here expressly stated.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this Agreement involving participation of Airport Improvement Program (A.I.P.) funds and is subject to applicable state and federal laws, both criminal and civil.

_____ _____

DATE Title: Managing Engineer

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have executed this Agreement as of the last date indicated below.

CITY OF KINGMAN:

City Manager

5/22/2025
DATE

CONSULTANT:

Lance R. McIntosh, P.E.
Managing Engineer

May 05, 2025
DATE

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF KINGMAN INCORPORATED 1952 ARIZONA

EXHIBIT A TO
CONSULTANT AGREEMENT
AIRPORT ENGINEERING/ARCHTECTURAL DESIGN AND CONSTRUCTION MANAGEMENT
KINGMAN MUNICIPAL AIRPORT & INDUSTRIAL PARK

[FEDERAL CONTRACT PROVISIONS FOR
PROFESSIONAL SERVICES (A/E) CONTRACTS]

The following provisions, if applicable, are hereby included in and made part of the attached Agreement between the CITY OF KINGMAN, ARIZONA (SPONSOR) and C&S Engineers (CONSULTANT).

It is understood by the SPONSOR and the CONSULTANT that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by SPONSOR and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333)

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

2. AFFIRMATIVE ACTION REQUIREMENT. (41 CFR Part 60-4; Executive Order 11246)

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

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

   Timetables

   Goals for minority participation for each trade: 19.6%

   Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With

regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of Kingman, Mohave County, Arizona.

3. BREACH OF CONTRACT TERMS. (2 CFR § 200, Appendix II(A))

Any violation or breach of terms of this contract on the part of the CONSULTANT or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. SPONSOR will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR'S notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by the deadline indicated in the SPONSOR'S notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4. CIVIL RIGHTS PROVISIONS– GENERAL. (Reference: 49 USC § 47123)

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

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

5. CIVIL RIGHTS – TITLE VI ASSURANCES (Reference: 49 USC §47123, FAA Order 1400.11)

Tile VI Solicitation Notice

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

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally- Assisted Programs at the Federal Aviation Administration)

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

1). **Compliance with Regulations:** The CONSULTANTs will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2). **Non-discrimination:** The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3). **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4). **Information and Reports:** The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SPONSOR or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the SPONSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5). **Sanctions for Noncompliance:** In the event of a CONSULTANT's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the SPONSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the SPONSOR to enter into any litigation to protect the interests of the SPONSOR. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally- Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") 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 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);

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 (42U.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 discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

6. CLEAN AIR AND WATER POLLUTION CONTROL (Source: 2 CFR § 200. Appendix III(G))

CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONSULTANT must include this requirement in all subcontracts that exceed $150,000.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No Consultant or sub-consultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any sub-consultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and sub-consultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Sub-consultants.

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

8. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (Source: 2 CFR Part 180 (Subpart C, 2 CFR Part 1200, DOT Order 4200.5))

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

1). Checking the System for Award Management at website: http://www.sam.gov

2). Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3). Inserting a clause or condition in the covered transaction with the lower tier contract

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

9. DISADVANTAGED BUSINESS ENTERPRISES (Source: 49 CFR Part 26)

Contract Assurance (§26.13) - The CONSULTANT and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

A. Withholding monthly progress payments;
B. Assessing sanctions;
C. Liquidated damages; and/or
D. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the CONSULTANT receives from SPONSOR. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)

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

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

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant and Sub-consultant agree 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 [Public Law 115-232 § 889(f)(1)].

12. ENERGY CONSERVATION REQUIREMENT (Source: 2 CFR § 200, Appendix II(H))

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

13. EQUAL EMPLOYMENT OPPORTUNITY (EEO) (2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR §60-4.3; Executive Order 11246))

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

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation,

gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

14. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full

responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

15. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference: 31 USC § 1352, 2 SFR Part 200, Appendix II(J), 49 CFR part 20, Appendix A)

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS (Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), DOT Order 4200.6)

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

Certifications

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

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

18. SEISMIC SAFETY (49 CFR Part 41)

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

19. TERMINATION OF CONTRACT (Reference: 2 CFR § 200 Appendix II(B), FAA AC 150/5370-10, Section 80-09)

A. TERMINATION FOR CONVENIENCE

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

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

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

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

B. TERMINATION FOR DEFAULT

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

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by SPONSOR**: The SPONSOR may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:

   1. Perform the services within the time specified in this contract or by SPONSOR approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

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

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

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

b) **Termination by CONSULTANT**: The CONSULTANT may terminate this Agreement in whole or in part, if the SPONSOR:

   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the CONSULTANT.

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

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

20. TRADE RESTRICTION (Reference: 49 USC § 50104, 49 CFR part 30)

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

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

21. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

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

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Mike Meersman
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Fee Waiver Request for the Kingman Route 66 Street Drags Event October 8-11, 2026

SUMMARY:
The Kingman Route 66 Street Drags team has requested approval of a fee waiver for the upcoming Route 66 Street Drags event scheduled for October 8–11, 2026. The requested fee waiver includes $1,530.00 for Lewis Kingman Park Reservation fees and $5,670 for delivery and pickup of bleachers for the event. The total amount requested to be waived is $7,200.00.

The rental fee per bleacher for drop-off and pick-up is $210; the team has requested 27 sets for a total of $5,670. Lewis Kingman Park rental fee for the days requested is $1,530.00.

FISCAL IMPACT:
There will be a fiscal impact of $7,200 to the General Fund.

STAFF RECOMMENDATION:
Staff recommends approval.

SUGGESTED MOTION:
Move to approve fee waiver request.

ATTACHMENTS:
Route 66 Street Drags.pdf

Route 66 Street Drags

Payment

Notes | Date Override | Pay Later

Item	Price
1. Payment on Balance Due: Lewis Kingman Park Ramada 1 Oct 8, 2026 12:00 AM-Oct 9, 2026 12:00 AM - Group Over 100 People (4 Hour Min.): $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
2. Payment on Balance Due: Lewis Kingman Park Ramada 1 Oct 9, 2026 12:00 AM-Oct 10, 2026 12:00 AM - Group Over 100 People (4 Hour Min.): $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
3. Payment on Balance Due: Lewis Kingman Park Ramada 1 Oct 10, 2026 12:00 AM-Oct 11, 2026 12:00 AM - Group Over 100 People (4 Hour Min.): $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
4. Payment on Balance Due: Lewis Kingman Park Ramada 1 Oct 11, 2026 12:00 AM-Oct 12, 2026 12:00 AM - Group Over 100 People (4 Hour Min.): $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
5. Payment on Balance Due: Lewis Kingman Park Ramada 1 Oct 12, 2026 12:00 AM-Oct 13, 2026 12:00 AM - Group Over 100 People (4 Hour Min.): $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
6. Payment on Balance Due: Lewis Kingman Park Ramada 1 Oct 13, 2026 12:00 AM-Oct 14, 2026 12:00 AM - Group Over 100 People (4 Hour Min.): $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
7. Payment on Balance Due: Lewis Kingman Park Ramada 2 w/Front Grass Area (South) Oct 8, 2026 12:00 AM-Oct 9, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
8. Payment on Balance Due: Lewis Kingman Park Ramada 2 w/Front Grass Area (South) Oct 9, 2026 12:00 AM-Oct 10, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
9. Payment on Balance Due: Lewis Kingman Park Ramada 2 w/Front Grass Area (South) Oct 10, 2026 12:00 AM-Oct 11, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
10. Payment on Balance Due: Lewis Kingman Park Ramada 2 w/Front Grass Area (South) Oct 11, 2026 12:00 AM-Oct 12, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
11. Payment on Balance Due: Lewis Kingman Park Ramada 2 w/Front Grass Area (South) Oct 12, 2026 12:00 AM-Oct 13, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
12. Payment on Balance Due: Lewis Kingman Park Ramada 2 w/Front Grass Area (South) Oct 13, 2026 12:00 AM-Oct 14, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
13. Payment on Balance Due: Lewis Kingman Park Ramada 3 w/Front Grass Area (North) Oct 8, 2026 12:00 AM-Oct 9, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
14. Payment on Balance Due: Lewis Kingman Park Ramada 3 w/Front Grass Area (North) Oct 9, 2026 12:00 AM-Oct 10, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
15. Payment on Balance Due: Lewis Kingman Park Ramada 3 w/Front Grass Area (North) Oct 10, 2026 12:00 AM-Oct 11, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
16. Payment on Balance Due: Lewis Kingman Park Ramada 3 w/Front Grass Area (North) Oct 11, 2026 12:00 AM-Oct 12, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
17. Payment on Balance Due: Lewis Kingman Park Ramada 3 w/Front Grass Area (North) Oct 12, 2026 12:00 AM-Oct 13, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
18. Payment on Balance Due: Lewis Kingman Park Ramada 3 w/Front Grass Area (North) Oct 13, 2026 12:00 AM-Oct 14, 2026 12:00 AM - Groups Over 100 People: $17.50/Hour ($85 Max) - PERMIT #31063 - DUE 09/01/2026	$85.00
Total Charges	$1,530.00

CHECKOUT FOR ROUTE 66 STREET DRAGS

- Account Profile
- Browse Catalog
- Prompts
- Payment
- Receipt

Complete Transaction

Prompts

Gift Card Code

✔ Claim

ADD PAYMENT

- Cash
- Check
- Credit/Debit
- User Credit
- Gift Card
- Refund Voucher Self Support
- Refund Voucher Park/Ramada
- Refund Voucher Field
- Refund Voucher Grandview Pool
- Refund Voucher Centennial Pool

PAYMENTS

$1,530.00 Due

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CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Mike Garmon
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Approval of Resolution No. 5638 - Declaring City of Kingman Street and Sidewalk Development Rules dated January 5, 2018 and proposed amendment, is Filed with the City Clerk as a Public Record

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SUMMARY:
Resolution No. 5638, declares that certain document "City Street and Sidewalk Development Rules" and the proposed amendment proposed under Ordinance 1996 are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

FISCAL IMPACT:
None

STAFF RECOMMENDATION:
Mayor and City Council adopt Resolution No. 5638 as proposed.

SUGGESTED MOTION:
Adopt Resolution No. 5638 declaring that certain document “City Street and Sidewalk Development Rules dated January 5, 2018” are filed with the City Clerk as a public record.

ATTACHMENTS:
Draft Reso No. 5638 Adopting by referance Amendment to City Street and Sidewalk Development Rules.docx

WHEN RECORDED HOLD FOR
KINGMAN CITY CLERK
310 N. 4th Street
Kingman, Arizona 86401

CITY OF KINGMAN
RESOLUTION NO. 5638

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "STREET AND SIDEWALK DEVELOPMENT RULES AND REGULATIONS" OF THE CITY OF KINGMAN DATED JANUARY 5, 2018.

WHEREAS, City Ordinance 1996 amends the City Street and Sidewalk Development Rules and that certain document "Street and Sidewalk Development Rules" three copies of the proposed amendment are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk;

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 15th day of September, 2026.

ATTEST:

_____
Annie Meredith, City Clerk

APPROVED:

_____
Ken Watkins, Mayor

APPROVED AS TO FORM:

_____
Carl Cooper, City Attorney

AGREED TO BY:

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jason Moquin
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Ordinance No. 1996- Amending the City Street Regulations to Require and Establish Standards for Street Lighting Associated with New Development and Street Improvements

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SUMMARY:
The current City Street Regulations say that Common Council may require street lights to be installed by the developer as a condition to approval of specific developments. Thus, whether or not street lights are required to be installed as part of a new subdivision is currently a Council Decision. Recent legislative changes have made final plat approvals an administrative function, so that City Council is no longer part of the final plat approval process. Given this change, it is recommended that the requirements for street lighting as part of development projects be stated explicitly in the City Street Regulations, which would allow staff to determine when street lights are required.

This ordinance will make street lights required for new developments that abut arterial streets, as well as at signalized intersections, roundabouts, and on collector streets when required by the City Engineer based on an approved traffic study, roadway design or documented safety need.

Additionally, this ordinance will update the City's street lighting design standards.

FISCAL IMPACT:
Upon construction and installation, there would be an increased fiscal impact to the Highway Users Revenue Fund associated with the cost of power and ongoing maintenance of the new street lights.

STAFF RECOMMENDATION:
Approve Ordinance No. 1996

SUGGESTED MOTION:
Move to approve Ordinance No. 1996.

ATTACHMENTS:
ORD 1996 Street Lights Final.pdf

ORDINANCE NO. 1996

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF KINGMAN ARIZONA, AMENDING THE CITY STREET REGULATIONS TO REQUIRE AND ESTABLISH STANDARDS FOR STREET LIGHTING ASSOCIATED WITH THE NEW DEVELOPMENT AND STREET IMPROVEMENTS

WHEREAS, the Mayor and Common Council has determined it is the best interest of the City of Kingman to revise and update the City of Kingman Street Regulations to require street lighting associated with new development and to establish consistent standards for the design, construction, acceptance, ownership, operation and maintenance of public street lighting systems;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Kingman, Arizona, the City of Kingman Streets and Sidewalks Development Rules and Regulations are amended by adding text with bold capital and removing text by strike out as follows:

Section I. **Sec. 3-9. Street Lighting**

DESIGN AND INSTALLATION OF STREET LIGHTING REQUIRED BY THIS SECTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER. UPON FINAL ACCEPTANCE, STREET LIGHTING INSTALLED WITHIN PUBLIC RIGHT-OF-WAY OR A PUBLIC STREET-LIGHTING EASEMENT SHALL BE OWNED BY THE CITY OF KINGMAN.

(A) APPLICABILITY.

STREET LIGHTING SHALL BE DESIGNED AND INSTALLED FOR ALL NEW PUBLIC STREETS CLASSIFIED AS MAJOR ARTERIAL, MINOR ARTERIAL, PARKWAY, OR INDUSTRIAL, AND ALONG EXISTING STREETS OF THOSE CLASSIFICATIONS ABUTTING A DEVELOPMENT. STREET LIGHTING SHALL ALSO BE PROVIDED AT SIGNALIZED INTERSECTIONS, ROUNDABOUTS, AND ON COLLECTOR STREETS WHEN REQUIRED BY THE CITY ENGINEER BASED ON AN APPROVED TRAFFIC STUDY, ROADWAY DESIGN, OR DOCUMENTED SAFETY NEED. STREET LIGHTING ON LOCAL STREETS MAY BE REQUIRED AS A CONDITION OF DEVELOPMENT APPROVAL OR WHERE NECESSARY TO CONNECT TO AN EXISTING LIGHTING SYSTEM.

THE REQUIRED INSTALLATION SHALL INCLUDE THE FULL LIMITS OF THE DEVELOPMENT FRONTAGE AND SHALL CONNECT TO AN EXISTING PUBLIC STREET-LIGHTING SYSTEM WHEN THE NEAREST EXISTING STREETLIGHT POLE OR APPROVED SYSTEM TERMINUS IS WITHIN 300 FEET OF THE DEVELOPMENT LIMITS, MEASURED ALONG THE ROADWAY. THE CITY ENGINEER MAY REQUIRE A DIFFERENT CONNECTION LIMIT WHEN NECESSARY TO PROVIDE A COMPLETE AND FUNCTIONAL SYSTEM, AVOID AN ISOLATED UNLIGHTED SEGMENT, OR SATISFY THE APPROVED PHOTOMETRIC DESIGN.

(B) DESIGN CRITERIA.

STREET LIGHTING SHALL BE DESIGNED BY AN ELECTRICAL ENGINEER OR OTHER QUALIFIED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF ARIZONA. THE DESIGN SHALL BE BASED ON A PROJECT-SPECIFIC PHOTOMETRIC ANALYSIS AND SHALL COMPLY WITH THE CURRENT EDITION OF ANSI/IES RP-8, ROADWAY LIGHTING, THE CITY OUTDOOR LIGHTING CODE, AND OTHER APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. POLE SPACING, MOUNTING HEIGHT, MAST-ARM LENGTH, LUMINAIRE OUTPUT, OPTICAL DISTRIBUTION, AND POLE ARRANGEMENT SHALL BE DETERMINED BY THE APPROVED PHOTOMETRIC DESIGN RATHER THAN BY FIXED LUMEN OR SPACING VALUES.

LIGHTING AT MARKED OR ENHANCED PEDESTRIAN CROSSINGS SHALL BE PROVIDED WHEN REQUIRED BY THE CITY TRAFFIC ENGINEER. THE LOCATION, ORIENTATION, AND PERFORMANCE OF CROSSING ILLUMINATION SHALL BE DETERMINED BY THE CITY TRAFFIC ENGINEER BASED ON THE CROSSING CONFIGURATION, ROADWAY CONDITIONS, TRAFFIC OPERATIONS, AND APPLICABLE CURRENT GUIDANCE.

(C) ADOPTED CONSTRUCTION STANDARDS.

EXCEPT AS MODIFIED BY THIS SECTION OR AN APPROVED PROJECT-SPECIFIC REQUIREMENT, STREET-LIGHTING MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE ARIZONA DEPARTMENT OF TRANSPORTATION SIGNALS AND LIGHTING STANDARD DRAWINGS, APPLICABLE ADOT STANDARD SPECIFICATIONS AND STORED SPECIFICATIONS, THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE UTILITY REQUIREMENTS. WHERE A CONFLICT EXISTS, THE MORE RESTRICTIVE CITY REQUIREMENT SHALL GOVERN.

(D) SYSTEM COMPATIBILITY AND ELECTRICAL SERVICE.

NEW STREET-LIGHTING SYSTEMS SHALL MATCH AND BE COMPATIBLE WITH THE EXISTING CITY SYSTEM SERVING THE CORRIDOR, WHEN PRACTICABLE. WHERE NO COMPATIBLE SYSTEM EXISTS, THE DESIGN SHALL USE CITY-APPROVED EQUIPMENT AND CONFIGURATION. STREET-LIGHTING SYSTEMS SHALL BE DESIGNED FOR NOMINAL 240-VOLT OPERATION AND SUPPLIED THROUGH A CONTACTOR-CONTROLLED POWER PEDESTAL. THE CITY ENGINEER MAY APPROVE A 480-VOLT SYSTEM WHEN NECESSARY TO MATCH EXISTING INFRASTRUCTURE OR WHEN SUPPORTED BY UTILITY-SERVICE AVAILABILITY, CIRCUIT LOADING, VOLTAGE-DROP CALCULATIONS, OR OTHER PROJECT-SPECIFIC CONDITIONS. THE DESIGN SHALL DEMONSTRATE THAT THE VOLTAGE AT THE MOST DISTANT LUMINAIRE REMAINS WITHIN THE LUMINAIRE MANUFACTURER'S ACCEPTABLE INPUT RANGE UNDER CALCULATED OPERATING CONDITIONS. SYSTEM VOLTAGE SHALL BE CLEARLY IDENTIFIED ON THE PLANS, SERVICE EQUIPMENT, CABINETS, POLES, AND RECORD DRAWINGS.

UNDERGROUND CIRCUITS, CONDUITS, PULL BOXES, GROUNDING, OVERCURRENT PROTECTION, DISCONNECTS, SERVICE EQUIPMENT, CONTROLS, AND CONDUCTOR SIZING SHALL BE SHOWN ON THE PLANS. EACH INSTALLATION SHALL FORM A COMPLETE, ENERGIZED, TESTED, AND OPERABLE SYSTEM.

(E) LUMINAIRES AND CONTROLS.

LUMINAIRES SHALL BE MODERN FLAT-PROFILE LED ROADWAY LUMINAIRES THAT MATCH THE EXISTING PHILIPS/SIGNIFY NVN-SERIES EQUIPMENT SERVING THE CORRIDOR, OR A CITY ENGINEER-APPROVED EQUAL. THE SPECIFIC WATTAGE, LUMEN PACKAGE, VOLTAGE, DRIVER, AND OPTICAL DISTRIBUTION SHALL BE SELECTED TO SATISFY THE APPROVED PHOTOMETRIC DESIGN AND SYSTEM REQUIREMENTS. THE PHILIPS/SIGNIFY MODEL NVN-AF-02-E-U-T3R-10K-800-HA-AP IS AN EXAMPLE OF EQUIPMENT PRESENTLY USED BY THE CITY AND IS NOT INTENDED TO RESTRICT APPROVED VARIATIONS NEEDED FOR VOLTAGE, OUTPUT, OR OPTICAL DISTRIBUTION.

EACH LUMINAIRE SHALL BE FULLY SHIELDED, COMPLY WITH THE CITY OUTDOOR LIGHTING CODE, AND BE FURNISHED WITH AN ANSI C136.41 SEVEN-PIN RECEPTACLE SUITABLE FOR NETWORKED LIGHTING CONTROLS. A COMPATIBLE SHORTING CAP SHALL BE INSTALLED WHEN A CONTROL NODE IS NOT INSTALLED AT THE TIME OF CONSTRUCTION. LUMINAIRES, DRIVERS, SURGE PROTECTION, RECEPTACLES, AND CONTROLS SHALL BE SERVICEABLE AND COMPATIBLE WITH THE CITY'S EXISTING OR PLANNED SMART-LIGHTING APPLICATIONS.

(F) POLES, MAST ARMS, AND FOUNDATIONS.

POLES, CURVED MAST ARMS, ANCHOR BOLTS, FASTENERS, AND EXPOSED HARDWARE SHALL BE GALVANIZED STEEL UNLESS AN ALTERNATE MATERIAL OR FINISH IS APPROVED BY THE CITY

ENGINEER. GALVANIZING SHALL CONFORM TO APPLICABLE ASTM REQUIREMENTS, INCLUDING ASTM A123/A123M AND ASTM F2329/F2329M, AS APPLICABLE. POLE TYPE, MOUNTING HEIGHT, MAST-ARM LENGTH, FOUNDATION, AND STRUCTURAL LOADING SHALL CONFORM TO THE APPLICABLE ADOT STANDARD DETAILS AND PROJECT DESIGN CONDITIONS.

(G) LOCATION AND PLACEMENT.

POLES SHALL BE LOCATED WITHIN PUBLIC RIGHT-OF-WAY OR A DEDICATED PUBLIC STREET-LIGHTING EASEMENT AND SHALL COMPLY WITH APPLICABLE CLEAR-ZONE, ACCESSIBILITY, UTILITY-CLEARANCE, AND ROADSIDE-SAFETY REQUIREMENTS. POLE PLACEMENT SHALL AVOID CONFLICTS WITH SIDEWALKS, CURB RAMPS, DRIVEWAYS, DRAINAGE FACILITIES, FIRE HYDRANTS, LANDSCAPING, SIGNS, TRAFFIC-CONTROL DEVICES, AND UNDERGROUND OR OVERHEAD UTILITIES. FINAL POLE LOCATIONS SHALL BE APPROVED BY THE CITY ENGINEER.

POLES MAY BE PLACED IN RAISED MEDIANS ON DIVIDED ROADWAYS WHEN APPROVED BY THE CITY ENGINEER. TWIN MAST ARMS MAY BE USED WHERE SUPPORTED BY THE PHOTOMETRIC AND STRUCTURAL DESIGN.

(H) PLANS AND SUBMITTALS.

THE DEVELOPER SHALL SUBMIT DETAILED STREET-LIGHTING PLANS AND SUPPORTING CALCULATIONS TO THE CITY ENGINEER FOR REVIEW AND APPROVAL BEFORE ORDERING EQUIPMENT OR BEGINNING CONSTRUCTION. SUBMITTALS SHALL INCLUDE, AT A MINIMUM, POLE LOCATIONS AND SCHEDULES; ELECTRICAL ONE-LINE DIAGRAMS; SERVICE AND CONTROL DETAILS; CONDUIT, CONDUCTOR, GROUNDING, AND PULL-BOX INFORMATION; VOLTAGE-DROP AND LOAD CALCULATIONS; PHOTOMETRIC CALCULATIONS AND ELECTRONIC PHOTOMETRIC FILES; LUMINAIRE AND CONTROL DATA; POLE AND FOUNDATION DETAILS; AND MANUFACTURER PRODUCT INFORMATION.

CITY REVIEW OR APPROVAL DOES NOT RELIEVE THE DEVELOPER, DESIGN ENGINEER, CONTRACTOR, OR MANUFACTURER OF RESPONSIBILITY FOR ERRORS, OMISSIONS, CODE COMPLIANCE, STRUCTURAL ADEQUACY, ELECTRICAL PERFORMANCE, OR PROPER OPERATION OF THE COMPLETED SYSTEM.

(I) INSPECTION, TESTING, AND ACCEPTANCE.

ALL WORK SHALL BE INSPECTED AND ACCEPTED BY THE CITY. BEFORE ACCEPTANCE, THE DEVELOPER SHALL PROVIDE SUCCESSFUL OPERATIONAL AND ELECTRICAL TESTING; CONFIRMATION THAT LUMINAIRES, CONTROLS, AND CIRCUITS FUNCTION AS DESIGNED; RECORD DRAWINGS IN THE FORMAT REQUIRED BY THE CITY; EQUIPMENT SCHEDULES AND SERIAL INFORMATION WHEN AVAILABLE; MANUFACTURER OPERATION AND MAINTENANCE INFORMATION; AND APPLICABLE CONTRACTOR AND MANUFACTURER WARRANTIES. WARRANTY OBLIGATIONS SHALL BE GOVERNED BY APPLICABLE ARIZONA REGISTRAR OF CONTRACTORS REQUIREMENTS, THE CONSTRUCTION CONTRACT, AND THE MANUFACTURER'S WARRANTY.

(J) OPERATION AND MAINTENANCE.

FOLLOWING FINAL ACCEPTANCE, THE CITY OF KINGMAN SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE OF THE PUBLIC STREET-LIGHTING SYSTEM. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL COSTS AND OBLIGATIONS ASSOCIATED WITH THE SYSTEM UNTIL FINAL ACCEPTANCE BY THE CITY.

~~Design and installation of street lights for new developments and subdivisions is the responsibility of the developer. Street lights may be installed in developed areas or in conjunction with street improvement projects by the City with funding from local improvement districts, City revenues, Highway User Funds, Lottery Funds, State and/or Federal grants, and bonds. The Common Council may require street lights be installed by the developer as a condition to approval of specific developments.~~

~~(a) General Lighting Layout. Street light spacing for arterial streets shall be designed on an individual project by project basis to provide illumination levels consistent with recommendations in the U.S. Department of Transportation Roadway Lighting Handbook. For other streets, spacing shall be in accordance with the following table:~~

~~Street Width~~	~~Type Development~~	~~Minimum Lumens~~	~~Maximum Spacing~~	~~Pole Arrangement~~
~~28-foot~~	~~Residential~~	~~8000~~	~~200 ft.~~	~~One Side~~
~~32-foot~~	~~Residential~~	~~8000~~	~~200 ft.~~	~~One Side~~
~~40-foot~~	~~Residential~~	~~13500~~	~~200 ft.~~	~~One Side~~
~~40-foot~~	~~Intermediate~~	~~13500~~	~~135 ft.~~	~~Staggered~~
~~40-foot~~	~~Commercial~~	~~13500~~	~~100 ft.~~	~~Staggered~~
~~60-foot~~	~~Residential~~	~~22500~~	~~120 ft.~~	~~Staggered~~
~~60-foot~~	~~Intermediate~~	~~22500~~	~~100 ft.~~	~~Staggered~~
~~60-foot~~	~~Commercial~~	~~33000~~	~~110 ft.~~	~~Staggered~~

~~(b) Location and Placement. The following criteria shall be used for pole placement in relation to the roadway cross section:~~

~~(1) One foot back of sidewalk.~~

~~(2) Curb, but no sidewalk: six feet back of curb.~~

~~(3) No curb or sidewalk: six feet back of future or six feet back of pavement edge curb.~~

~~Poles may be placed in raised median areas in divided roadways, if practicable. Twin mast arms shall then be used.~~

~~Wiring for street lights shall be underground in conduit 25 at a constant offset from the curb line approximately equal to the pole line offset.~~

~~(c) Luminaries. All luminaries shall be the low pressure sodium (LPS) or high pressure sodium (HPS) type with shielding and diffusers satisfying requirements of the Outdoor Lighting Code (found in the Zoning Ordinance, Sec. 34.000). Luminaries and fixtures must be approved by the Public Works Director as being compatible with other equipment in the City.~~

~~(d) Support Structures. Street light support structures consist of the foundation, pole and mast arm. Poles and mast arms shall be fabricated from weldable sheet steel and shall be galvanized in accordance with the requirements of AS-TM A123. Bolts and other hardware shall also be galvanized steel. Anodized aluminum supports may also be considered by the Public Works Director.~~

~~(e) Plans. The developer shall submit to the City, for review and approval, six sets of detailed plans, drawings, photographs, photometric curves, templates and specifications of all proposed apparatus and equipment. The plans shall show the location of each pole, all electric lines and control equipment. They shall clearly show the design, construction, dimensions, quantities and such other information as may be necessary or desirable for a proper understanding.~~

~~The developer shall not order lighting and electrical equipment until approval of such submittal is received from the City. Approval of working drawings and submittal by the City shall not relieve the developer or contractor of responsibility for erroneous or inconsistent dimensions, notations, omissions or other errors, or the proper functioning of the completed installation.~~

~~(f) Operation and Maintenance. The operation and maintenance of existing arterial street lighting systems is the responsibility of the Public Works Department. Operation and maintenance costs for future systems serving new developments, and existing and new residential areas, will normally be funded by a local lighting improvement district.~~

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 _____, 2026.

_____
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:	Sarah Hall
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Approval of the Proposed City of Kingman 75th Anniversary Celebration Plan and Sponsorship Program

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SUMMARY:
Staff has begun planning for the City of Kingman's 75th Anniversary Celebration, scheduled for January 21, 2027, from 5:00 p.m. to 8:00 p.m. A proposed event framework has been developed that includes several options for the main event attraction, along with historical displays, City department participation, family activities, food, community recognition, contests, and other anniversary-themed programming.

To help offset the costs associated with the celebration, staff has also developed a proposed sponsorship program with opportunities ranging from $250 to $5,000. The program would allow staff to actively solicit sponsorships from local businesses, organizations, and community partners interested in supporting the City's 75th Anniversary Celebration.

Council is being asked to review and approve the proposed event planning direction, select a preferred main event option, approve the proposed sponsorship program, and authorize staff to solicit sponsorships for the celebration.

FISCAL IMPACT:
The fiscal impact to the City will depend on the event option selected by Council and the amount of sponsorship revenue received.

STAFF RECOMMENDATION:
Approval of the proposed planning direction for the City of Kingman's 75th Anniversary Celebration.

SUGGESTED MOTION:
Approval of the proposed planning direction for the City of Kingman's 75th Anniversary Celebration.

ATTACHMENTS:

City of Kingman 75th Anniversary Council Presentation.pdf

COUNCIL PRESENTATION

City of Kingman 75th Anniversary Celebration

Planning direction, sponsorship program and funding authorization

January 21, 2027 | 5:00–8:00 p.m.



A signature celebration rooted in Kingman

The proposed event celebration is designed to feel significant enough for a 75th anniversary while remaining grounded in Kingman's history and City services, with City history, hands-on activities and broad community participation.

HONOR

75 years

Recognize residents, businesses and the people who helped shape Kingman since 1952.

ENGAGE

The whole community

Create family-friendly experiences that invite residents to explore, participate and share memories.

SHOWCASE

The City through time

Connect historical equipment and exhibits with the departments and services residents know today.

Three main event options were evaluated

A main attraction, such as an ice-skating rink, gives residents a unique, interactive experience that encourages families to attend, stay longer, and makes the 75th Anniversary feel like a true milestone celebration.

OPTION	MAIN EVENT PACKAGE	EST. ATTRACTION COST	STAFF POSITION
1	Drone show Ice skating rink Public Works train	**$22K–$35K**	**RECOMMENDED**
2	Drone show Bounce houses Public Works train	**$17K–$28K**	ALTERNATIVE
3	Drone show	**$13K–$25K**	BASE OPTION

Staff Recommends Option 1

OPTION

1

DRONE SHOW
ICE SKATING RINK
PUBLIC WORKS TRAIN

- Signature experience: A drone show creates a memorable centerpiece appropriate for a milestone anniversary.
- Family appeal: Ice skating and the Public Works train add activities beyond watching the drone show.
- Stronger event value: The package gives residents more reasons to arrive early and remain throughout the event.
- Sponsorship visibility: Diamond sponsors can receive logo placement within the drone show, creating a distinctive benefit.

Estimated main-attraction cost: $22,000–$35,000

Programming extends beyond the main attraction

CITY EXPO

Departments through the years

Historical trucks, graders and equipment
Interactive or historical department displays
Historical Society exhibits

FAMILY ACTIVITIES

Crafts and participation

1950s crafts and games
Examples: Yarn tubes, paint-by-numbers and sock hop, Hula hoops and jump rope

COMMUNITY STORY

Memories and recognition

QR photo sharing with on-screen display
Recognition of people born in 1952
Plaques for businesses here in 1952

FOOD & GAMES

Reasons to explore

Food truck area
City-provided snacks, hot cocoa and snow cones
Celebration cake or cupcakes

Additional participation: passport program + children's landmark coloring contest | Preliminary estimate: $500–$2,000

Sponsorships are designed to offset event costs

Four levels provide benefits that scale with visibility and event participation.

LEVEL	CONTRIBUTION	RECOGNITION & PROMOTION	EVENT BENEFIT
Diamond *Spots Limited*	**$5,000**	Premier thank-you board placement Logo on promotional materials Featured social media recognition	Logo incorporated into drone show Vendor booth space
Platinum	**$2,500**	Prominent thank you board placement Logo on promotional materials Social media recognition	Vendor booth space
Gold	**$1,000**	Logo on thank you board Logo on select event materials Social media recognition	
Silver	**$250**	Business or organization name/logo on the event thank-you board	

Any expenses not offset by sponsorship revenue will have to be paid from city funds

COUNCIL PRESENTATION

City of Kingman 75th Anniversary Celebration

Thank You!
Questions or Comments?

January 21, 2027 | 5:00–8:00 p.m.

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Sarah Hall
MEETING DATE:	September 15, 2026
AGENDA SUBJECT:	Approval of the City of Kingman's 75th Anniversary Commemorative Seal for Use on Marketing and Promotional Materials Throughout 2027

SUMMARY:
In recognition of the City of Kingman's 75th Anniversary, staff has developed a commemorative seal to be incorporated into appropriate City-related materials during calendar year 2027, including printed publications, marketing materials, email signatures, the City website, social media and other digital communications. Use of the seal will recognize the anniversary throughout the year and provide consistent branding across City publications and communications. Council is being asked to approve the commemorative seal and authorize its use during 2027.

FISCAL IMPACT:
There is no direct fiscal impact associated with approval of the commemorative seal. Any printing costs will be covered within existing departmental budgets.

STAFF RECOMMENDATION:
Approval of the City of Kingman's 75th Anniversary commemorative seal and authorize its use on appropriate City related marketing and promotional materials throughout 2027

SUGGESTED MOTION:
Approval of the City of Kingman's 75th Anniversary commemorative seal and authorize its use on appropriate City related marketing and promotional materials throughout 2027

ATTACHMENTS:
Kingman 75th Anniversary Logo.pdf
kingman teal diamond seal-3.png


CELEBRATING 75 YEARS
ROUTE
66
EXPLORE
KINGMAN
EST. ARIZONA 1882
1952-2027


CELEBRATING 75 YEARS
ROUTE
66
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EST. ARIZONA 1882
1952-2027

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Jack Plaunty

MEETING DATE: September 15, 2026

AGENDA SUBJECT: Department Report Regarding Detention and Retention Basins

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SUMMARY:
This agenda item is to provide a report on stormwater detention and retention basins under City maintenance.

FISCAL IMPACT:
There is no fiscal impact for this report.

STAFF RECOMMENDATION:
Discussion Only