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

5:00 PM **AGENDA** **Tuesday, May 6, 2025**

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

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

INVOCATION

Invocation will be given by Pastor Adison Tvedt of Hope City Church

PLEDGE OF ALLEGIANCE

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

1. AWARDS/RECOGNITION

a. Proclamation- Municipal Clerk's Week

b. Kingman Youth Advisory Council 2024-25 Group Recognition

At their July 2, 2024 meeting, City Council approved moving forward with the Kingman Youth Advisory Council (KYAC). As the school year comes to an end Council and staff would like to recognize all of the KYAC members and present the graduating Seniors with a token of appreciation for their leadership.

c. Proclamation- Motorcycle Safety & Awareness Month

2. CALL TO THE PUBLIC - COMMENTS FROM THE PUBLIC

Those wishing to address the Council should fill out request forms in advance. Comments from the Public will be restricted to items not on the agenda with the exception of those on the Consent Agenda. There will be no comments allowed that advertise for a particular person or group. Comments should be limited to no longer than 3 minutes. The Council may not respond to speakers during the call to the public. The Council may direct the City Manager to study the matter or request that the matter be placed on a future agenda.

3. CONSENT AGENDA

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

a. Approval of the Regular Meeting Minutes of April 15, 2025

b. Resolution No. 5558- Kingman Municipal Court IGA with Mohave County Probation

Approval for an updated IGA between the Kingman Municipal Court and Mohave County Probation. The Court depends on the probation department to monitor Specialty Court participants. The IGA has not been updated since 2007 and includes an increase of $16,689.21 annually. **Staff recommends approval.**

c. Authorization to Accept the GOHS 2025 'Click It or Ticket' Grant Award

The Kingman Police Department (KPD) has been awarded a $1,000.00 grant from the Governor's Office of Highway Safety (GOHS). The grant will support KPD's continued detection and enforcement efforts towards safety belt and child restraint during Arizona's "Buckle Up It's the Law" program in support of the National Click It or Ticket campaign between May 19 - June 1, 2025. The grant funds will support 'personnel services' overtime and other 'employee related' expenses to participate during the two week campaign. **Staff recommends approval.**

d. Approval of Water and Wastewater Plant Facilities Construction Services Job Order Contract Renewals ENG23-0162

On April 16, 2024 the Council approved Job Order Contracts (JOC) with five contractors for various Water and Wastewater Plant Facilities projects. The initial contract length is for one year with the option of renewing for four additional one year terms. The attached contract amendments from FANN Environmental, LLC, Felix Construction Company, KE&G Construction, Inc., KEAR Civil Corporation and KP Ventures Well Drilling & Pump Company, LLC will allow staff to continue using these companies using the JOC process. **Staff recommends approval.**

e. Authorization to Purchase a New Brush Truck

The City of Kingman Parks and Recreation Division is seeking City Council's approval to purchase a New Brush Truck in the amount of $75,057.64, plus any delivery fees or additional taxes, from Midway Chevrolet utilizing the State of Arizona's cooperative contract #CTR059320. This purchase will be made from the Capital Projects Fund. **Staff recommends approval.**

f. C&S Authorization for Services No. 8 Design, Bidding and Construction Management Services for PAPI Replacement, Amendment No. 1

City Council Approved C&S Engineer Authorization for Services (A0S) No. 8; Design, Bidding, and Construction management Services for PAPI Replacement Project on May 7, 2024. The contract was for one (1) year, when the total project would take two (2) years. Staff is requesting that the City Council authorize the City Manager to sign and execute Amendment No. 1 to AOS No. 8 to extend the contract for 1

additional year, which will be the length of the total project. **Staff recommends approval.**

g. Approval of WACOG Use Agreement for 601 Van Buren Street Facility and Off Street Parking

Western Arizona Council of Governments' (WACOG) a non profit public organization is requesting to renew a five (5) year use agreement allowing WACOG to occupy a site at Cecil Davis Park, located along the 601 Van Buren Street Kingman, AZ 86401 frontage, between Lillie Ave and the Park's off street parking lot to operate a Head Start preschool program for One Dollar ($1.00) per year. **Discussion and possible action.**

4. ACTION ITEMS

a. Resolution No. 5556- Approving SB24-0007 Final Plat, Southern Vista V, Tract 6048-H, Improvement Plans and Acceptance of a Property Escrow Trust Agreement

SB24-0007 a Final Plat, for Southern Vista V, Tract 6048, Phase H to create 40 single family residential lots on approximately 12.41 acres of land. The property is zoned Residential: Single-Family, 8,000 sq. ft. minimum lot size (R-1-8) and Residential: Single-Family, 20,000 sq. ft. minimum lot size (R-1-20). The subject property is located north of Hualapai Mountain Road and east of Yavapai Drive and includes APN 321-19-003J. (Applicant: Mohave Engineering Associates, Inc, for Pioneer Title Agency, LLC, Trustee under Trust 9320, property owner). **Staff recommends approval.**

b. Ordinance No. 1977- Proposed Amendments to the City of Kingman's Street and Sidewalk Development Rules and Regulations-Half-Street Improvements

Staff requests the Council’s approval of proposed updates to the City of Kingman Street and Sidewalk Development Rules and Regulations, focusing on half-street improvements. These updates are intended to enhance enforcement, improve infrastructure planning, and ensure streets are developed to appropriate standards as the City grows. **Staff recommends approval.**

c. Addendum to the Concession Agreement with Kingman Softball Association

The City published a Request for Proposals to manage a softball program and operate the concession stands at Centennial Park from March March 5, 2025 to April 7, 2025. No proposals were received. The City then reached out to the Kingman Softball Association who held the previous agreement to seek an addendum to the existing Concession Agreement dated January 4, 2021. This mutual agreement will extend the Licensee's current concession agreement with the City to December 31, 2025. **Staff recommends approval.**

d. *AMENDED* Budget Increase for Powerhouse Entrance Project

At the April 18, 2023 City Council Meeting, the City approved entering into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for a Highway Safety Improvement Program (HSIP) Project to relocate the entrance of the Powerhouse and install LED Stop Signs in various locations in the

City. During the course of construction, unforeseen circumstances including underground conditions required additional work outside the scope of the project and caused delays to the project. The total budget increased proposed to cover these additional costs is $300,000. The City's IGA with ADOT to complete this project requires the City to cover any costs over the HSIP awarded amount, therefore the City is responsible to pay the full $300,000. This increase would be funded by City Highway User Revenue Fund (HURF) monies. **Staff recommends approval.**

5. PUBLIC HEARINGS

a. Ordinance No. 1974 - City of Kingman Municipal Code Text Amendment - Consolidation of General Plan Implementation

A city-initiated text amendment to the City of Kingman Municipal Code Sections 2-136 and 2-137 to incorporate changes as reflected in the City of Kingman General Plan. Specifically, aligning the Municipal Code with the General Plan and repealing applicable sections which are adopted in the 2040 General Plan. **Staff recommends approval.**

b. GPA25-0001 - Ordinance No. 1975 - General Plan Amendment to Increase the Acreage Thresholds for Minor and Major General Plan Amendments and to Clarify the Timing the Application will be Heard by City Council

At their January 7, 2025 meeting, the City Council directed staff to move forward with updating the requirements for a Major Plan Amendment. Staff drafted an amendment based on Council direction and presented it to Planning and Zoning commission for review and recommendation. The proposed amendment is a minor general plan text amendment to the City of Kingman General Plan to increase the acreage thresholds to 320 acres as it pertains to minor and major amendments for residential and non-commercial uses. This aligns with the goals and policies of the adopted General Plan supporting enhanced development opportunities for commercial and residential growth in potential annexation areas. Additionally, the amendment clarifies ‘nonresidential’ by specifying ‘commercial’ and adding ‘open space’ within the amendment table and language, and reflects legislative changes now requiring amendments to be heard within 12 months from the date of application. The proposed text amendment is intended to remove the restrictive acreage thresholds in order to encourage additional commercial and residential development. The increased thresholds and clarified timeframe for hearing applications will aid with expediting the development process and will provide developers a shortened timeframe for processing general plan amendments in the future. As such, the amendment is in line with the overall vision of the City per the General Plan. **The Planning and Zoning Commission recommended approval (7-0).**

6. DEPARTMENT REPORTS

a. Kingman Municipal Court Department Report

b. Legislative Update

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

8. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

9. EXECUTIVE SESSION

a. City Manager Annual Review

The City Council may go into executive session pursuant to ARS 38-431.03(A)(1) to discussion the City Manager's annual review. **Discussion and possible action.**

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:	May 6, 2025
AGENDA SUBJECT:	Proclamation- Municipal Clerk's Week

STAFF RECOMMENDATION:
None

ATTACHMENTS:
CLERK'S WEEK PROCLAMATION.pdf

PROCLAMATION
56th Annual Professional Municipal Clerks Week

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Ken Watkins, Mayor of the City of Kingman do proclaim the week of May 4th through May 10th, 2025, as

"Professional Municipal Clerks Week"

And further extend appreciation to our City Clerk, Annie Meredith, and Deputy City Clerk, Tanya Fergueson, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Kingman. Done at the City of Kingman, Arizona this 6nd day of, May, 2025.

CITY OF KINGMAN INCORPORATED 1952 ARIZONA

Ken Watkins, Mayor

ATTEST:

Annie Meredith

Annie Meredith, City Clerk

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Tim Walsh

MEETING DATE: May 6, 2025

AGENDA SUBJECT: Kingman Youth Advisory Council 2024-25 Group Recognition

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SUMMARY:
Staff would like to recognize the hard work of this year's Kingman Youth Advisory Council and present the graduating Seniors with a token of appreciation for their leadership.

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Annie Meredith
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Proclamation- Motorcycle Safety & Awareness Month

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SUMMARY:
Dennis Lange has requested Council to issue a proclamation in acknowledgement of Motorcycle Safety and Awareness Month.

ATTACHMENTS:
Motorcycle Safety & Awareness Proclamation.pdf

PROCLAMATION

WHEREAS, Motorcycle riding is a popular form of recreation and transportation for hundreds of people in Kingman and over 325,000 people across Arizona and millions across our Nation; and

WHEREAS, The safe operation of a motorcycle requires the use of special skills developed through a combination of training and experience, the use of good judgment, and thorough knowledge of traffic laws and licensing requirements; and

WHEREAS, It is especially important that the residents of Kingman be aware of motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

WHEREAS, All motorcycle riders are encouraged to continue to hone their skills no matter how long they have been riding; and

WHEREAS, All highway users are being encouraged to be aware of motorcycles and safely share the roadway throughout Kingman.

NOW, THEREFORE, I, Ken Watkins, Mayor of the City of Kingman do proclaim the month of May 2025, as

"Motorcycle Safety and Awareness Month"

And in doing so, urge the residents of our community, and communities across the country, to be alert and to share the road with motorcyclists.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Kingman. Done at the City of Kingman, Arizona this 6th day of, May, 2025.

Ken Watkins, Mayor

ATTEST:

Annie Meredith, City Clerk

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Annie Meredith
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Approval of the Regular Meeting Minutes of April 15, 2025

ATTACHMENTS:
Minutes_2025_4_15.pdf

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

5:00 PM **MINUTES** **Tuesday, April 15, 2025**

REGULAR MEETING

CALL TO ORDER AND ROLL CALL

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

Vice Mayor Sammeli called the meeting to order at 5:00 P.M. and roll call was taken. All Councilmembers were present except Mayor Watkins and Councilmember Walker who were excused.

INVOCATION

Invocation will be given by Rob Kelley of Calvary Baptist Church

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. Kingman's Hilltop Wastewater Treatment Plant Recognized with ADEQ's Bronze Level VESP Certification

Hilltop Wastewater Treatment Plant has been awarded the Bronze level certification in the Arizona Department of Environmental Quality's (ADEQ) Voluntary Environmental Stewardship Program (VESP). This recognition reflects the city's strong track record of regulatory compliance and operational excellence in wastewater management. The Bronze level VESP certification is granted to facilities that have demonstrated three consecutive years of full compliance with applicable regulations.

Vice Mayor Sammeli congratulated Assistant Public Works Director Keelan Yarbrough and his team.

Mr. Yarbrough shared that his wastewater treatment team is the heart of the operation and is responsible for managing seven regulatory permits and completing over one thousand sample collection events each year to provide analysis. He explained the importance of his team. He recognized Rocio Mejia, who couldn't be present tonight. He shared that she bridges the gaps for operations compliance and plays an integral role in managing regulatory data.

The Council took a photo with Mr. Yarbrough and his team.

b. *AMENDED* Mohave Community College Film Festival Award

The City of Kingman's Office of Tourism, in collaboration with the Communications and Marketing Department, will present to the Council their award-winning submission to the 2025 Mohave Community College (MCC) Film Festival—Kingman: Past, Present, and Future. The documentary, which showcases the city's rich history through a modern lens using AI, received first place in the Documentary category at the festival held on April 9th.

Vice Mayor Sammeli congratulated Communications & Marketing Coordinator Sarah Hall.

Ms. Hall introduced Tourism Administrative Coordinator Adam Geller and shared that he is the brains behind the video and that she will let him explain how he used AI to bring the City's history to life with old photographs from the 1930s and 50's.

Mr. Gellar shared a brief background about the video. He explained his process to honor the past with historical photos that have been brought to life, and that it was narrated by Roy Purcell, who created the first exhibit at the Mohave County Museum as well as the murals in Chloride.

Ms. Hall shared the video with the Council.

Vice Mayor Sammeli said the video is a good rendition of the community, and that she enjoyed it. She stated it deserved to receive first-place recognition.

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.

Vice Mayor Sammeli asked City Clerk Annie Meredith if there was anyone registered to address the Council.

Ms. Meredith advised that there was no one registered in chambers to address them this evening.

3. CONSENT AGENDA

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

a. Approval of the Regular Meeting Minutes of April 1, 2025

b. Resolution No. 5552- IGA with Lake Havasu City Municipal Court for Weekend and Holiday Coverage

In order to meet statutory requirements, the Kingman Municipal Court currently pays Mohave County Courts to provide court services during the City's off-hours. The estimated cost for FY 26 under the existing agreement would be $10,394.33. In an effort to reduce costs, the Court has negotiated an Intergovernmental Agreement with Lake Havasu Municipal Court to provide the same services at a cost of $4,961.55, a savings of $5,432.78. **Staff recommends approval.**

c. Accept Temporary Blanket Easements For Installation of Utilities at Southern Vista V - Tract 6048 H

This item was previously approved at the April 2, 2025 Council meeting, since that time an updated agreement removing Angle Homes and adding Pioneer Trust 9320 was provided to staff. The updated agreement is attached for review and approval. **Staff recommends approval.**

d. Resolution No. 5553 - Intergovernmental Agreement (IGA) with Mohave County Flood Control District for Flood Control Allocation

The City of Kingman has received its annual intergovernmental agreement (IGA) from the Mohave County Flood Control District. The IGA will provide $849,008 in funds for flood control related projects. **Staff recommends approval.**

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

Vice Mayor Sammeli pulled Item 3C to recuse herself due to a conflict of interest.

Councilmember Ward made a MOTION to APPROVE the Consent Agenda Items with the exception of Item C. Councilmember Savage SECONDED, and it was APPROVED by the following:

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

NAY: none

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

AYE: Councilmember Dykens, Councilmember Savage, Councilmember Scott Stehly, and Councilmember Ward.

NAY: none

ABSTAIN: Vice Mayor Sammeli

4. ACTION ITEMS

a. Award of Bid to Purchase 519 E Beale St.

At the January 21, 2025, City Council Meeting, the Council directed staff to move forward with an RFP for the sale of the 519 E. Beale Street building, parcels 303-08-119 and 303-08-122A. The total appraised value was $1,010,000.00. The City received one bid which was submitted by the Historic Electric Vehicle Foundation for $925,000.00 with the condition that the upper parking lot, parcel 303-08-122A, would be maintained as a freely accessible public parking lot. **Staff recommends acceptance of the bid and direction to open escrow to transfer title.**

Economic Development Director Bennett Bratley said the reduced bid is lower than the original appraisal for parcel 303-08-122A. He stated they have agreed to provide access to the upper parking lot, and keep that as freely accessible parking. He said they estimated maintenance fees of about $95,000-$105,000 for that lot over six years if the City decides to keep it as public parking. He shared some background that started in 2014 when Kingman became the first electric vehicle museum with 12 electric vehicles. He stated the foundation's plan to purchase the building is to develop it into a standalone facility. He said his department sees this as an opportunity to bring more visitors to Kingman if the Council approves the award. He stated the staff believes the proposed future use of the property aligns with the City Council's desire for the property to be used as an electric vehicle museum.

Councilmember Savage asked if the appraisal value included both lots.

Mr. Bratley said yes.

Councilmember Ward made a MOTION to APPROVE Acceptance of the Bid and Direct Staff to open escrow. Councilmember Stehly SECONDED and it was APPROVED by the following:

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

NAY: None

b. Parking Lot Lease at the Northeast Corner of Andy Devine Avenue and Third Street

At their November 19, 2024 meeting, the City Council discussed the existing lease agreement for the City-owned parking lot located at the northeast corner of Andy Devine Avenue and Third Street. Council continued the item in order to have additional discussions. Staff reached out to Fleischmann AZ Investment

Corporation to discuss the lease and possible modifications. Mr. Fleischmann asked that the City consider selling the property to him. Given the limited supply of parking in the downtown area, staff recommends against selling the parking lot, and instead recommends terminating the lease which requires a 12-month notice. **Staff recommends Council authorize issuing a notice of termination.**

City Manager Tim Walsh said this item was originally brought before the Council at the November 19th meeting, and it was continued so that staff could provide more information. He stated there were some concerns about limited parking downtown and concerns with the lease agreement allowing them to restrict parking. He said he had a number of meetings with Mr. Fleischmann, and his main concern is the rooms on the back of the Hotel Brunswick that he leases out, and that he wants to ensure parking for them. He shared that they discussed reducing the lease to two parking stalls, but they were not able to agree on a price. He said Mr. Fleischmann expressed his interest in purchasing the lot, but staff recommends against it because of the parking. He stated that staff recommends issuance of a notice to terminate the lease and shared that they are required to give a twelve-month notice per the agreement.

Resident Steve Smith addressed the Council and stated he is on the Board of Directors for Fleischmann AZ Corporation and is here on behalf of Mr. Fleischmann. He shared some of the history of Mr. Fleischmann's investments in Kingman. He said they have been mainly concerned about the safety with asking visitors to walk across Andy Devine. He stated the loss of the parking lot will affect his ability to sell the Brunswick. He said preserving the lease will keep the Brunswick and Garibaldi's a viable investment for Kingman. He asked for the Council to reconsider cancelling the lease.

Councilmember Scott Stehly asked what the rate is to lease the lot.

Mr. Walsh said $50 a month and they learned it is a significantly low amount after looking at 519 Beale parking. He stated they did consider offering the two stalls for $50 a month which would align with what they found in the justification for the 519 Beale sale.

Councilmember Scott Stehly said it sounds like a smoking deal.

Mr. Walsh said the existing lease is $50 a month for the whole parking lot.

Councilmember Scott Stehly asked if they were responsible for maintaining the lot the whole time.

Mr. Walsh said correct, it would need to be in the same condition as what it was when they entered into the agreement.

Councilmember Ward made a MOTION to APPROVE Issuing a Notice of Termination. Councilmember Stehly SECONDED and it was APPROVED by the following:

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

NAY: None

c. *AMENDED* River Medical/AMR Annual Agreement

This is an annual agreement between River Medical/AMR and the City of Kingman to provide dedicated ambulances, facilitate electronic data sharing, implement quality assurance measures, and engage in future partnerships regarding the Certificate of Necessity (CON) process. There will be a minimal fiscal impact to the General Fund. **Staff recommends approval.**

Fire Chief Jack Yeager shared some of the many advantages of contracting with River Medical. He said the contract would include data sharing options to help identify areas for improvement and provide a better level of care. He shared that he asked the EMS partners to be present tonight and introduced Brad Shelton and Chuck Waalkens from River Medical.

Councilmember Dykens asked if the Council would be hearing from AMR before the Council goes into questions.

Chief Yeager said no unless there are specific questions.

Councilmember Dykens said he had a meeting with Chief Yeager and Assistant Chief Flanagan to make sure everything looked good with the contract. He stated he thinks it is a smart idea for the City to work with AMR, especially in pursuit of getting the CON. He said it is a great idea for a partial CON to share with AMR to provide a huge benefit for the citizens of the community.

Councilmember Scott Stehly asked about Priority One and its investment in the process.

Chief Yeager said it was confirmed this morning that they pulled their application out of the process.

Councilmember Scott Stehly said she was concerned about the City as a government entity stepping in the way of a private business that had already made an investment in the community to fill the void.

Vice Mayor Sammeli said it is unfortunate that Priority One pulled out. She stated she understood they were going to have a hearing at the end of the month and she understood they would not pursue the hearing it if the City entered into a contract. She asked about the sharing of information since she has been on a few ride a longs and seen situations where the information is not shared with the dispatch system. She asked what type of information would be shared and if they would be self reporting.

Chief Yeager said they will be providing three dedicated units to the City, which will improve the response times. He stated the data would be shared between them. He said the contract requires them to have quarterly meetings and look at the data together to fix the gaps. He stated he whole heartily believes this contract will improve their partnership and their working relationship moving forward.

Vice Mayor Sammeli asked if response times are at State standards.

Chief Yeager said correct.

Vice Mayor Sammeli asked if the City has a set of standards.

Chief Yeager said yes, and that the standards are very high with low response times. He stated the CON process has different restraints on time requirements. He said the dedicated units will allow them to clean up the response times for both agencies.

Vice Mayor Sammeli said it is a huge concern of hers about them only being held to the State standards and would like to be reassured they will be held to Chief Yeager's standards.

Chief Yeager said they would not meet his standards, but he was assured they will do their best to meet the standards and be there in a timely fashion. He stated they will not have to wait for units to come from Golden Valley or Lake Havasu City. He said the dedicated units in the City will be just for them and they should see their response times improving drastically.

Vice Mayor Sammeli asked if there will be any recourse if the City does not get the CON, since AMR is helping the City through the process. She asked if that would put the City back at the mercy of one ambulance company.

Chief Yeager said he could not speak to the company's plans, but would be happy to bring them up to answer those questions. He stated the City would still have a contract with them even if the CON isn't achieved.

Mr. Shelton thanked the City team for all of their hard work in putting the contract together. He said they understand how they got to this point and the concerns. He shared that the contract allows for a lot of data sharing, opens up a lot of transparency for both agencies, and allows them to build a system within the community. He explained that when they dedicate ambulances to the City, it allows them to strategically place those units. He said the City could contact Lake Havasu City for help with the CON concerns. He said they will share the data and make changes if needed.

Vice Mayor Sammeli asked what the dedicated units in Kingman would do to the rural areas in Mohave County and if it would pull units from the outlying areas. She said she is concerned about causing disadvantages to the rural areas.

Mr. Shelton said there were a lot of workforce issues after COVID, and they still struggle to train and hire EMT's. He stated his agency has been in Kingman since the early 80's and they care about the community. He said they want what is best for the community, too. He stated the community has recovered from not having enough medical personnel.

Councilmember Savage asked if they have direct contact with the hospitals to prepare for accident-type injuries.

Chief Yeager said they have phone and radio contact with the hospital and that the EMT's will talk directly to hospital staff to make sure everything is covered.

Councilmember Scott Stehly asked if it would be possible to share a report with Mr. Walsh after his quarterly meetings so he could include it in his weekly reports to the Council. She said she wants to make sure they are keeping those open lines of communication and seeing positive results or improvements. She said if not, they need to look at alternative ways to serve the community.

Chief Yeager said the contract dictates an annual review as well.

Mr. Shelton said there was a competitor that was denied by the Department of Health Services several months back. He stated there was an appellate hearing that likely was not going to change the outcome. He said they want to move forward being a good partner.

Vice Mayor Sammeli said this contract was not brought forward until the competitor came into the area and brought light to the data sharing concerns and the dedicated ambulances. She stated she is not a fan of putting all their eggs in one basket. She said she would like Chief Yeager to keep the lines of communication open with Mr. Walsh, so he can share with the Council. She shared that she is going to trust Chief Yeager since he is the expert. She said she is going to support this item because she trusts Chief Yeager and hopes he is doing what is in the best interest of the City.

Chief Yeager said he can not look at what happened in the past, but thinks this is the best direction for the City to take right now. He stated this is the easiest and cheapest way to move forward with the CON process. He said they plan to start over with the partners to improve the program. He stated he believes this is the right thing to do for the long term success of the City.

Councilmember Dykens made a MOTION to APPROVE the River Medical/ AMR Annual Agreement. Councilmember Stehly SECONDED and it was APPROVED by the following:

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

NAY: None

5. PUBLIC HEARINGS

a. ZO25-0002 - Ordinance 1966 - Zone Ordinance Amendment to reduce the front yard set back from 30 feet to 20 feet in the R-1.20 Zone

A staff initiated application in accordance with Section 2-50 of the City of Kingman Zoning Code to amend the City's Zoning Code originally adopted on April 6, 2021. The subject amendment reduces the minimum required front yard setback for properties zoned R-1-20 from thirty (30) feet to twenty (20) feet. **Staff recommends approval**

Development Services Director Jason Moquin shared a presentation for the zone ordinance amendment to reduce the front yard setback from 30 feet to 20 feet in the R-

1.20 zone. He explained the background of the item and the requested action. He shared the four proposed amendments to the code. He said there were no outside agency comments and shared that the Commission approved this item.

Vice Mayor Sammeli opened the Public Hearing at 5:51 P.M.

Vice Mayor Sammeli shared that there is no one signed up to address the Council.

Vice Mayor Sammeli closed the Public Hearing at 5:52 P.M.

Councilmember Ward made a MOTION to APPROVE Ordinance No. 1966. Councilmember Savage SECONDED and it was APPROVED by the following:

AYE: Vice Mayor Sammeli, Councilmember Dykens, Councilmember Savage,

Councilmember Stehly, Councilmember Ward

NAY: None

b. Resolution 5551 - Case SB22-0006 Central Subdivision Preliminary Plat, Tract 6054

SB22-0006 a Preliminary Plat, Central Subdivision, Tract 6054 to create 84 single family residential lots on approximately 19.13 acres of land. The property is zoned Residential: Single-Family, 6,000 sq. ft. minimum lot size (R-1-6) and Residential Manufactured Home, 6,000 sq. ft. minimum lot size (R-MH-6). The subject property is located north of Hualapai Mountain Road and west of Central Street and includes APN 321-11-115 and 321-11-114. (Applicant: Civil Works Engineering, LLC, for CAJ Realty IV, LLC, property owner). **Staff recommends approval.**

Vice Mayor Sammeli stated she is recusing herself due to the conflict of interest and asked Councilmember Ward to cover this item.

Development Services Director Jason Moquin shared a presentation on the Central subdivision preliminary plat, Tract 6054. He explained the aerial and vicinity map for the area. He shared the background of the item and the zoning of the lots. He said there are multiple points of access for the proposed area. He stated the lots are in compliance with the current City code and that five basins are being proposed to be dedicated to the City. He said the Commission set conditions to prohibit mobile homes. He stated the Council received agency comments from the City Engineering Department and Unisource. He said the Commission recommended approval with conditions 1-6 as outlined.

Councilmember Savage said he was confused about this item and manufactured homes. He asked what the limitation is if they decide on a manufactured home.

Mr. Moquin said it was limited to four, as this plat was developed.

Councilmember Savage asked to be shown where they would be.

Mr. Moquin showed the area at the southwest corner of the project site. He said they would need to come back with a new plat if they decided to do that. He stated the

portion along Indigo does have the MH-6 designation and would be eligible.

Councilmember Dykens asked who would be responsible for the basin.

Mr. Moquin said they are asking the City to retain those areas for maintenance purposes.

Councilmember Dykens asked how many more they expect to come to the Council with the same approach, since the Council did not want to pay for this anymore.

Mr. Moquin said he knows of one more that is coming forward that is currently in process. He stated it is important to understand that there are a lot of pre-plats and with multiple phases that would need to be incorporated into forming an HOA.

Councilmember Ward said that was his concern as well, but he has already had conversations with staff. He stated the Council needs to enforce this going forward once the Ordinance is in place.

Councilmember Ward opened the public hearing at 6:03 P.M.

Councilmember Ward asked if there was anyone who would like to address the Council on this item, and there were none.

Councilmember Ward closed the public hearing at 6:03 P.M.

Councilmember Stehly made a MOTION to APPROVE Resolution No. 5551. Councilmember Dykens SECONDED and it was APPROVED by the following:

AYE: Councilmember Dykens, Councilmember Savage, Councilmember Stehly, Councilmember Ward

NAY: None

ABSTAIN: Vice Mayor Sammeli

6. DEPARTMENT REPORTS

a. Presentation of the Kingman Police Department's 2024 Annual Report

Police Chief Rusty Cooper shared a presentation regarding the Kingman Police Department's 2024 Annual Report and said it is available on the website under annual reports. He stated they have seen an increased amount of calls for service, and a number of them were from the stealing of KIA's. He said they submit all of their data to the National Incident-Based Reporting System (NIBRS), which then submits it to the State, which then submits it to the FBI. He stated that calls are down statewide. He continued with the traffic stats and said it did not include private property stats. He said they do not have quotas, but that he has asked his team to increase their traffic citations. He shared some highlights from his department. He reviewed his slide regarding items that they are looking forward on, including recruitment, filling specialty assignments, crime reduction, prevention efforts, traffic enforcement, growth, leadership

development, and property & evidence accreditation. He provided some year-to-date data on the urban camping ordinance and said he has not received any complaints at this time, just mostly questions. He said that public safety is his first priority and shared his instructions to his team with regards to enforcement. He stated he has an active website and Facebook page. He said there is also a KPD app that provides helpful notifications to the community.

Councilmember Savage asked if he had heard about Safe Surfing, and that they could provide other internet safety options.

Chief Cooper said vaguely.

Councilmember Savage said he should check into it and check with the school district. He stated that the Moose Lodge partners with Safe Surfing through the schools, and it helps protect the children from the bad guys.

Councilmember Scott Stehly said thanked Chief Cooper for the report and asked how many of the domestic violence cases are able to make their way through Judge Singer's specialty court for Domestic Violence.

Chief Cooper said he does not know that information but believes they need to go through a qualification process first.

City Attorney Carl Cooper said the misdemeanor ones come through his office and everyone would be eligible depending on their prior history.

Councilmember Scott Stehly thanked him for their traffic enforcement because she has noticed a huge difference in the drivers.

Vice Mayor Sammeli asked if he had lost officers to neighboring communities.

Chief Cooper said they have slowed the flow but lost an officer to Highway Patrol and another officer went to a smaller agency. He stated most of the officers are not looking as much. He said there are two in the academy currently and the challenge is finding qualified individuals.

Vice Mayor Sammeli asked if they see interest in lateral transfers or from other agencies across the country.

Chief Cooper said yes they have and shared they had three lateral officers last year that are working out well. He stated it takes a lot of effort from his recruitment team.

Vice Mayor Sammeli asked if cyber bullying would fall into the internet crimes category. She asked if he is seeing an uptick in it or if he is tracking it.

Chief Cooper said it is not tracked. He stated that if it is a crime, they will take care of it. He said bullying is not a crime. He stated that it is something they communicate with parents when they have the opportunity.

Councilmember Dykens asked if the officers mentioned would fill some of the seven

vacancies or if they are included as part of the four.

Chief Cooper said if they are included as part of the four and it would put them closer to 15 vacancies with their limited duty and extended deployment officers.

b. Legislative Update

Tom Dorn with Dorn Policy Group said HB2221 prohibits a City from defunding its police and the bill is moving along. He shared Governor Hobb's veto letter for seven water bills from Gail Griffin. He said the Governor would only sign bills that rural Arizona supports. He explained some of the housing bills. He said there is a bill that will probably pass that requires 2/3 of the Council or the Board of Supervisors to approve any type of fee or tax increase. He stated the finance advisory committee would be meeting this Thursday to talk about the numbers and the trends for the State. He said the Senate is already working a three-day work week, and now the House is too, which causes a delay. He stated they hoped for a rural groundwater bill.

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

Councilmember Scott Stehly said the Kingman Youth Advisory Commission had a park clean-up on Friday and shared that they will be doing clean-ups at Centennial Park twice a month. She shared that they are working on a project to build beds for children and took in bedding recently, too. She stated she is proud of the work they have done and their volunteer time.

Vice Mayor Sammeli said she attended the inaugural Golf Commission Meeting on Monday. She shared that there is a Technology Recycle Drive with the Mohave Community College Computer Club and the City of Kingman Public Works on April 19th from 8:30 a.m. to 12:00 p.m. at the City of Kingman Public Works yard. She stated there is also Breakfast with the Easter Bunny on April 19th from 8-9:30 a.m. or 10-11:30 a.m. She wished everyone a Happy Easter.

8. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

There were no council requests for future reports and updates.

9. EXECUTIVE SESSION

ADJOURNMENT

Vice Mayor Sammeli adjourned the meeting at 6:39 P.M.

ADJOURNED at 6:39 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, April 15, 2025.

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

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jeff Singer
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Resolution No. 5558- Kingman Municipal Court IGA with Mohave County Probation

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SUMMARY:
Approval for an updated IGA between the Kingman Municipal Court and Mohave County Probation. The current IGA has not been updated since 2007 and will be increased by $16,689.21.

The Probation Officers responsibilities shall include attendance at the specialty court hearings (including Veterans Court and Domestic Violence Court), screenings, home visits, meeting with each participant on a monthly basis, monitoring of the participants progress and reporting such findings to the Treatment Court Team throughout the month and at staffings. The probation officer also provides extra security at the courthouse and probation officers involvement is often a requirement for grant funding for treatment courts as well.

FISCAL IMPACT:
There will be a fiscal impact of $89,290 to the General Fund.

STAFF RECOMMENDATION:
Staff recommends approval.

SUGGESTED MOTION:
Move to approve Resolution No. 5558 and IGA with Mohave County Probation.

ATTACHMENTS:
PROBATION RESOLUTION 5558.pdf
IGA with Mohave County Probation

CITY OF KINGMAN ARIZONA

RESOLUTION NO. 5558

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF KINGMAN AND MOHAVE COUNTY, ARIZONA REGARDING PROBATION SERVICES.

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 _____, 2025 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

INTERGOVERNMENTAL AGREEMENT BETWEEN MOHAVE COUNTY AND THE CITY OF KINGMAN FOR ADULT PROBATION SERVICES

This Intergovernmental Agreement ("Agreement") is entered into this 1st Day of July, 2025, by and between Mohave County a political subdivision of the State of Arizona, hereinafter "County, “and the City of Kingman, an Arizona municipal corporation, hereinafter "City” for the purpose of providing adult probation services to the Kingman Municipal Court.

RECITALS:

WHEREAS, the Mohave County Probation Department provides adult probation services to the Superior Court of the State of Arizona in Mohave County as required by A.RS. § 12- 251(A); and

WHEREAS, A.RS. § 12-251(A} provides that adult probation services may be provided by a county probation office to a municipal court through an intergovernmental agreement entered into by the respective county and municipality; and,

WHEREAS, the Kingman Municipal Court has a need for and desires to receive adult probation services; and,

WHEREAS, Mohave County, through the Mohave County Probation Department, can and desires to provide those services; and,

WHEREAS, Mohave County and the City of Kingman are authorized by A.R.S. § 12- 251(A) and 11-952 to enter into an intergovernmental agreement for this purpose.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT:

1. Purpose; Scope of Services

This Agreement is to allow the Mohave County Probation Department (Probation Department) to provide, and the Kingman Municipal Court to use, adult supervised probation services ("Services") to clients referred to the Probation Department by the Kingman Municipal Court ("Court").

The Court will refer clients to the Probation Department and will provide all applicable documentation, including the Terms and Conditions of Probation. Policies and procedures for such referrals shall be developed and adopted by the Court and the Probation Department.

The Probation Department will assign each client a supervising probation officer, who shall be responsible for providing to the client a full range of supervision, monitoring and continuing assessment.

The supervising probation officer shall screen each client using an Offender Screening Tool (OST) and Behavioral Analysis Tool, as well as other screening instruments and techniques deemed by the Probation Department to be appropriate to determine the level of treatment and counseling required by the client.

The supervising probation officer will conduct an initial meeting (J&S) with the client, to ensure they understand the terms and conditions of probation, as well as the requirements for any specialty court the client has been assigned to.

During the J&S, the probation officer will describe in detail and direct the client to participate in any treatment, counseling, education or testing deemed appropriate.

The Services shall include referral to treatment, counseling and education programs.

The cost of these treatment, counseling and education programs is not included in the Services provided by the Probation Department. The fees for these programs are to be paid by the clients.

The probation officer will monitor attendance at and completion of programs to which clients are referred.

Services will be provided to a maximum of sixty-five (65) clients referred by the Court at any one time.

In the event the Court desires to refer a new client to the Probation Department at a time that the Probation Department is already serving the maximum number of clients, the Probation Department will work with the Court to assess the greatest needs and to determine whether another of the referred clients should be released in order to provide services to the new referral.

If, for any reason, the case load of supervising probation officers on the Probation Department staff preclude the Probation Department from managing the full 65-client case load allowed under this Agreement, the Probation Department may suspend Services for any or all clients referred by the Court.

If Services must be suspended, the Probation Department will work with the Court to provide advance notice of conditions which might require suspension and, to the extent some clients may continue to be served in the manner provided in Section 1.5.1, to determine which clients should be release.

In the event a client is arrested, the Probation Department will notify the Court or other appropriate official or agency following procedures outlined in policies or procedures developed and adopted by the Court and the Probation Department.

2. Payment

The City agrees to pay the Mohave County Probation Department an annual fee of$ 89,289.91 to provide the Services, one-quarter of which is to be disbursed by the City to the Probation Department at the end of each quarter.

Each client referred to the Probation Department for Services under this Agreement will be required to pay a monthly probation fee to the Court for transfer to the adult probation services fund pursuant to A.RS § 13-901(A). Fees transferred to said fund shall be credited toward the quarterly payment for services by the City.

The Probation Department will collect no fees from clients to whom Services are provided under this Agreement.

3. Reports; Communication

The Court and the Probation Department shall at all times maintain close communications regarding the status of clients.

The Probation Department shall provide biannual reports on clients, including but not limited to compliance with the Terms and Conditions of Probation, referrals to counseling or treatment programs, and attendance at or completion of programs to which clients have been referred.

4. Term; Termination

The term of this Agreement shall be from July 1, 2025, through June 30, 2026.

This Agreement will be automatically renewed for one-year periods beginning July 1, 2025, unless terminated by either Party or a change in the fee paid to the Probation Department is required based on salary/ERE cost.

The Probation Department shall not charge the Court a fee outlined in paragraph 2 which more than the annual cost of salary/ERE for the assigned probation officer.

This Agreement may be terminated without cause by either Party with thirty (30) days prior written notice of intent to terminate, or at any time by mutual agreement of the Parties.

5. Indemnification

Each Party (as "indemnitor") agrees to defend, indemnify and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of sickness or bodily injury, including death, of any person 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 employees, officers, officials, agents or volunteers.

6. Notices

All notices required under this Agreement shall be sent by certified mail, return receipt requested, and addressed to the respective Parties as listed below;

City

Hon. Jeffrey Singer, Magistrate Kingman Municipal Court

219 N. Fourth Street Kingman AZ 86401

Carl Cooper, City Attorney City of Kingman

310 N. Fourth Street Kingman AZ 86401

County

Ronnie Walker, Chief Probation Officer Mohave County Probation Department

P.O. Box 7000

Kingman, AZ 86402-7000

James Schoppmann, Deputy County Attorney Mohave County

P.O. Box 7000

Kingman, AZ 86402-7000

7. Conflict of Interest

This Agreement is subject to cancellation or termination pursuant to A.RS. § 38-511, the provisions of which are incorporated herein by this reference.

8. Entire Agreement; Modifications

This Intergovernmental Agreement constitutes the entire Agreement and understanding between the City and the County with respect to, and supersedes any and all prior agreements, understandings, negotiations, and representations regarding, the subject matter of this Agreement.

9. Jurisdiction; Venue

This Agreement is made and to be performed in the State of Arizona and shall be construed, enforced, and governed by the internal, substantive laws of the State of Arizona without regard to conflict of law principles. The venue for any lawsuit arising between the Parties under this Agreement shall be the Superior Court of the State of Arizona.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

CITY OF KINGMAN

By: Ken Watkins, Mayor

Date

ATTEST:

Annie Meredith, City Clerk

MOHAVE COUNTY

By: Travis Lingenfelter,
Mohave County Board of Supervisors

Date

ATTEST:

Laura Skubal, Clerk of the Board

APPROVED AS TO CONTENT AND RECOMMENDED:

Hon. Jeffrey Singer, Judge
Kingman Municipal Court

Ronnie Walker, Chief Probation Officer
Mohave County Probation Department

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and within the powers and authority granted to each respective public body.

CITY OF KINGMAN

By: Carl Cooper
City Attorney

MATTHEW J. SMITH
MOHAVE COUNTY ATTORNEY

By: James Schoppmann
Deputy County Attorney

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Rusty Cooper
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Authorization to Accept the GOHS 2025 'Click It or Ticket' Grant Award

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SUMMARY:
The Kingman Police Department (KPD) has been awarded a $1,000.00 grant from the Governor's Office of Highway Safety (GOHS). The grant will support KPD's continued detection and enforcement efforts towards safety belt and child restraint during Arizona's "Buckle Up It's the Law" program in support of the National Click It or Ticket campaign between May 19 - June 1, 2025. The grant funds will support 'personnel services' overtime and other 'employee related' expenses to participate during the two week campaign.

FISCAL IMPACT:
There is no local match required and, therefore, no fiscal impact.

STAFF RECOMMENDATION:
Staff recommends approval of accepting the GOHS grant and authorizing the Mayor and Chief of Police to sign the memorandum of understanding.

SUGGESTED MOTION:
Move to accept the GOHS grant for support of the AZ 'Click It or Ticket' program and authorize the Mayor and Chief of Police to sign the memorandum of understanding.

ATTACHMENTS:
Kingman PD CIOT MOU_2025.pdf

ARIZONA
GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

Katie Hobbs
Governor

J.M. "Jesse" Torrez
Director
Governor's Highway Safety representative

MEMORANDUM OF UNDERSTANDING

GRANT AGREEMENT NUMBER: 2025-405b-502

PROGRAM AREA: 405b

PROJECT DIRECTOR: J.M. "Jesse" Torrez, Director

GOHS – CIOT Enforcement Wave

As part of the National Click It or Ticket Campaign, Arizona has developed and promoted the "Buckle Up It's the Law!" program, which has been an effective enforcement message in a secondary law state.

This program unites statewide law enforcement agencies to engage in aggressive traffic enforcement with a "zero tolerance" approach to seat belt and child safety seat violations. The goal is to sustain and increase seatbelt usage rates in the designated geographical areas of the participating agencies.

The mobilizations begin with earned media generated at the State and local level followed by a high visibility enforcement campaign lasting two weeks. Paid media phases in approximately one week later followed by high-visibility enforcement lasting for two weeks. Additional earned media conducted through the GOHS has been paramount in enhancing occupant protection message.

The purpose of the campaign is for the Kingman Police Department to engage in Occupant Protection traffic enforcement with a "zero tolerance" approach to seat belt and child safety seat violations. The goal is to sustain seatbelt usage rates in the designated geographical areas of the participating agencies.

The campaign will be supported by earned media to reinforce the occupant protection message. The agency will participate in other educational and public awareness activities to support the enforcement component.

GOALS/OBJECTIVES:

The Kingman Police Department is required to complete the following goals and objectives under the guidelines of the contract:

- Provide intensive traffic enforcement during designated period with zero tolerance for safety belt/child restraint laws

- Heighten enforcement visibility through news media contacts, safety belt/child seat inspections, and other public awareness and educational activities

- The Agency shall provide a written press release announcing the enforcement program to the local media affecting their respective areas (a copy of this press release shall be sent to the GOHS Director prior to the initiation of the enforcement campaign)

- The Agency is additionally encouraged to invite media representatives for live interviews and ride-a-longs during the enforcement activities

- The Agency shall develop and participate in some form of enforcement activity, such as saturation patrols, multi-agency enforcement task forces etc. related to respective areas with low restraint usage.

- The Agency shall submit a Final Enforcement Summary Report to GOHS no later than June 6, 2025.

- The Agency shall a Final Statement of Accomplishments Report including press releases, news stories, educational/public awareness activities, enforcement statistics and quality photographs by June 13, 2025.

- The Agency shall provide the names of top enforcement performers for possible future recognition by GOHS and their respective agency.

METHOD OF PROCEDURE:

The Kingman Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for two-week Click It or Ticket (Buckle Up) Enforcement Campaign from May 19, 2025 through June 1, 2025

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PROFESSIONAL AND TECHNICAL PERSONNEL:

Rusty Cooper, Chief, Kingman Police Department, shall serve as Project Director.

Jennifer Sochocki, S.S. Administrator, Kingman Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Occupant Protection Coordinator, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety within thirty (30) days of the enforcement period in correlation with the required report.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. Failure to meet the reporting requirements may be cause to terminate the project.

FINAL ENFORCEMENT SUMMARY REPORT:

All participating agencies shall complete and submit total enforcement statistical data implementing the attached form no later than June 6, 2025, to the Governor's Office of Highway Safety.

FINAL STATEMENT OF ACCOMPLISHMENTS:

The Project Director shall complete and submit the attached Final Statement of Accomplishments Report no later than June 13, 2025, to the Governor's Office of Highway Safety. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the Governor's Office of Highway Safety project coordinator to determine the effectiveness of the project.

ESTIMATED COSTS:

I.	**Personnel Services (overtime)**	**$769.00**
II.	**Employee Related Expenses (30%)**	**$231.00**
Total Award:		**$1,000.00**

Signature of Project Director:

Rusty Cooper, Chief
Kingman Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Ken Watkins, Mayor
City of Kingman

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405b, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** **B. FEDERAL FUNDS:**

   Authorization to Proceed Date **$1,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

_____ _____
J.M. "Jesse" Torrez, Director Approval Date
Governor's Office of Highway Safety

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Mike Garmon
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Approval of Water and Wastewater Plant Facilities Construction Services Job Order Contract Renewals ENG23-0162

SUMMARY:
On April 16, 2024 the Council approved Job Order Contracts (JOC) with five contractors for various Water and Wastewater Plant Facilities projects. The initial contract length is for one year with the option of renewing for four additional one year terms. The attached contract amendments from FANN Environmental, LLC, Felix Construction Company, KE&G Construction, Inc., KEAR Civil Corporation and KP Ventures Well Drilling & Pump Company, LLC will allow staff to continue using these companies using the JOC process.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:
Staff recommends approval.

SUGGESTED MOTION:
Staff recommends approval of the five attached Job Order Contract renewals, authorizing individual job orders up to $2,000,000.

ATTACHMENTS:
230162 FANN Environmental, LLC Amendment No. 1.pdf
230162 Felix Construction Company Amendment No. 1 signed.pdf
230162 KE&G Amendment No. 1 signed.pdf
230162 KEAR Civil Corporation Amendment No. 1.docx.pdf
230162 KP Ventures Drilling & Pumping Company, LLC Amendment No. 1.pdf
2025 Price Comparisons.pdf

AMENDMENT NO. 1

BETWEEN THE CITY OF KINGMAN AND FANN ENVIRONMENTAL, LLC JOB ORDER CONTRACT – WATER AND WASTEWATER PLANT FACILITIES CONSTRUCTION SERVICES CONTRACT NO. ENG23-0162

This Amendment shall be made to the Construction Services Agreement dated April 16, 2024 by and between the City of Kingman (City) and FANN Environmental, LLC (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of April 16, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from April 16, 2025 through April 16, 2026.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA Attest:

Ken Watkins, MAYOR Annie Meredith, CITY CLERK

FANN Environmental, LLC

Michael Young, President

State of Arizona)
)ss
County of _____)

Subscribed and Sworn to Before Me

This _____ day of_____, 20___.

Notary Public

My Commission Expires:_____

EXHIBIT A
JOB ORDER PRICING
CITY OF KINGMAN, ARIZONA
CONTRACT NO. ENG23-0162

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	15%	15%	15%	15%

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	$70.00
	1.02 Equipment Operator	$55.00
	1.03 Laborer	$45.00
	1.04 Senior Project Manager	$120.00
	1.05 Project Manager	$105.00
	1.06 Project Engineer	$135.00
	1.07 Superintendent	$90.00
	1.08 Journeyman Electrician	$105.00
	1.09 Electrician / Helper	$75.00
	1.10 Pipefitter	$70.00
	1.11 Pipefitter / Helper	$60.00
	1.12 Carpenter / Concrete	$50.00
	1.13 Office Admin Staff	$45.00

Table A2 cont.		**Equipment Rates**			
		Make	Model	Type of Equipment	Hourly
2	2.01	Varies	½ Ton	Pickup	$25.00
	2.02	Varies	¾ - 1 Ton	Utility Truck w/ Tools	$28.00
	2.03	CAT	420D	Backhoe	$54.00
	2.04	Bobcat	T-595	Mini Excavator	$48.00
	2.05	Bobcat		Skid steer	$48.00
	2.06	IR	VR-90C	9000lb Reach Lift	$60.00
	2.07	JCB	509-42	9000lb Reach Lift	$60.00
	2.08	GMC		10 Wheel Dump Truck	$60.00
	2.09	GMC		Flatbed Stakeside	$30.00
	2.10	Freightliner		4000 gal Water Truck	$70.00
	2.11	Carson	Varies	Equipment Haul Trailers	$10.00
	2.12	Carson	Varies	Enclosed Trailers	$10.00
	2.13	Carson	7’ x 14’	Dump Trailer	$12.00
	2.14	Water Boy	500 gal	500 gal w/ Pump Water Trailer	$12.00
	2.15	Liquidator	2100	Vacuum Trailer	$75.00
	2.16	Vactor	2100	Combination Vacuum Truck	$175.00
	2.17	Vactor	850	Jet Rodder	$125.00
	2.18	Generac	60kW	Generator – Diesel	$125.00
	2.19	Multiquip	300A	Generator - Gas	$75.00
	2.20	Husky	5000W	Generator – Gas	$10.00
	2.21	Honda	2000W	Generator - Gas	$10.00
	2.22	Rice		Hydro-Static Test Pump	$10.00
	2.23	Multiquip		Compactor	$10.00
	2.24	Wacker		Compactor	$10.00
	2.25	Wacker		Plate Compactor	$8.00
	2.26	IR		Portable Air Compressor	$35.00
	2.27	DBI-SALA Protecta	8308006	Confined Space Tripod w/ Acc	$15.00

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.28	Miller	212	MIG Welder	$10.00
	2.29	Trailblazer	302G	Welder	$10.00
	2.30	Miller		Plasma-Cutter	$10.00
	2.31	Victor		Acetylene Torch Set	$8.00

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	$1000.00
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 1

BETWEEN THE CITY OF KINGMAN AND FELIX CONSTRUCTION COMPANY JOB ORDER CONTRACT – WATER AND WASTEWATER PLANT FACILITIES CONSTRUCTION SERVICES CONTRACT NO. ENG23-0162

This Amendment shall be made to the Construction Services Agreement dated April 16, 2024 by and between the City of Kingman (City) and Felix Construction Company (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of April 16, 2024, this contract is hereby extended per the revised Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from April 16, 2025 through April 16, 2026.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA Attest:

Ken Watkins, MAYOR

Annie Meredith, CITY CLERK

Felix Construction Company

Jason Robinson, Preconstruction Services Manager

State of Arizona)
)ss
County of Maricopa)

Subscribed and Sworn to Before Me

This 8th day of April, 20 25.

Notary Public

Hope Silverthorn
Notary Public - ARIZONA
MARICOPA COUNTY
Commission No. 665459
My Commission Expires 05/19/2028

My Commission Expires: May 19, 2028

EXHIBIT A
JOB ORDER PRICING
CITY OF KINGMAN, ARIZONA
CONTRACT NO. ENG23-0162

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

2. Pricing the Work.

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

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

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

Table A1

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

City of Kingman
JOC Pricing Coefficient

ENG23-0162, JOC for Water and Wastewater Plant Facilities Construction Services

Contractor: Felix Construction Company

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

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

2.2.1. Labor rates shall include all fringe benefits.
2.2.2. Equipment rates shall include all fuel, maintenance, etc.
2.2.3. All operator rates shall be listed separately unless otherwise noted.

Table A2		Hourly Labor Rates	
			Hourly
1	1.01	Equipment Operator	$57.50
	1.02	Estimator	$104.19
	1.03	Field Engineer	$58.02
	1.04	Foreman	$61.41
	1.05	General Superintendent	$122.76
	1.06	Journeyman	$49.69
	1.07	Laborer	$41.01
	1.08	Pipe Fitter	$51.25
	1.09	Project Coordinator	$52.20
	1.1	Project Engineer	$73.46
	1.11	Project Manager	$102.75
	1.12	Project Rep	$48.78
	1.13	Semi-Skilled Worker	$46.00
	1.14	Skilled Tradesman	$57.50
	1.15	Skilled Worker (Apprentice)	$47.15
	1.16	Superintendent	$97.41
	1.17	Per Diem and Subsistence will be charged on a case basis (per diem is $25/day/employee, subsistence is $130/day/2 employees	

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.01	Air Compressor			$25.29
	2.02	Backhoe			$95.41
	2.03	Blower - 12,000 CFM, Trailer Mounted			$19.53
	2.04	Boom Truck			$74.51
	2.05	Compactor - Hand			$10.80
	2.06	Dump Truck		18 Wheeler	$107.51
	2.07	Roller			$107.29
	2.08	Compactor			$35.40
	2.09	Concrete Bucket, 3cyd w/ Tremie			$4.20
	2.10	Concrete Truck			$119.56
	2.11	Crane		Crawler	$460.59
	2.12	Crane		30T Rough Terrain	$236.54
	2.13	Crane		60T Rough Terrain	$369.08
	2.14	Crane		90T Rough Terrain	$348.55
	2.15	Dump Truck		10 Wheeler	$69.86
	2.16	Dumpster (monthly rental)			$450.00
	2.17	Excavator	Case	Small, Mini Excavator	$46.11
	2.18	Excavator	JD 85G	Medium	$111.32

	Table A2 cont.	**Equipment Rates Continued**			
		Make	Model	Type of Equipment	Hourly
	2.19	Excavator	CAT 335	Large	$206.20
	2.20	Forklift (8,000 lb.)		Reach, All Terrain	$131.16
	2.21	Forklift (10,000 lb.)			$139.90
	2.22	Generator	70KVA	Skid Mount	$38.04
	2.23	Generator	350KW	Skid Mount	$180.56
	2.24	Generator		Small	$7.82
	2.25	Generator	40KW	Towable	$37.72
	2.26	Generator	175KW	Towable	$102.07
	2.27	Handwash Station (monthly rental)			$151.20
	2.28	Internal tool rental		Safety supplies, consumables, etc.	$7.35
	2.29	Light Tower			$8.54
	2.30	Loader	JD 624L	w/ Forks	$97.18
2	2.31	Manlift	26'	Scissor	$17.66
	2.32	Manlift	50'	Scissor	$40.82
	2.33	Pick-up Truck (PM & PE)		Light Duty Pickup Truck	$40.98
	2.34	Pick-up Truck (Superintendent)		1 Ton Pickup Truck	$42.93
	2.35	Pick-up Truck with tools		Service Truck	$85.26
	2.36	Porta-John (monthly rental)			$240.80
	2.37	Portable Welder			$44.99
	2.38	Road Broom		Towable	$54.54
	2.39	Skid Steer			$90.28
	2.40	Street Sweeper			$85.00
	2.41	Transport (Trip Rate)			$450.00
	2.42	Vactor Truck			$196.00
	2.43	Water Buffalo	Sunbelt		$21.84
	2.44	Water Truck		3,000 Gallons	$47.62
	2.45	Water Truck		4,000 Gallons	$143.70

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 $1,500 each way
	5.02	0 to 60,000 lbs. Over 40 miles one direction	$2,500 each way
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 1

BETWEEN THE CITY OF KINGMAN AND KE&G CONSTRUCTION, INC. JOB ORDER CONTRACT – WATER AND WASTEWATER PLANT FACILITIES CONSTRUCTION SERVICES CONTRACT NO. ENG23-0162

This Amendment shall be made to the Construction Services Agreement dated April 16, 2024 by and between the City of Kingman (City) and KE&G Construction, Inc. (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of April 16, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from April 16, 2025 through April 16, 2026.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA

Ken Watkins, MAYOR

Attest:

Annie Meredith, CITY CLERK

KE&G Construction, Inc.

Ed Anderson, Vice President

State of Arizona)
)ss
County of Pima)

Subscribed and Sworn to Before Me

This 12th day of March, 2025

ELIZABETH M. GALLEGO
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
COMMISSION # 677650
MY COMMISSION EXPIRES
NOVEMBER 29, 2028

Elizabeth M. Gallego
Notary Public

My Commission Expires: November 29, 2028

EXHIBIT A
JOB ORDER PRICING
CITY OF KINGMAN, ARIZONA
CONTRACT NO. ENG23-0162

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	1.18	1.15	1.13	1.10

Please consider this clarification for our submittal of Exhibit A.

1. The pricing coefficient is made up of overhead and profit only. Taxes, bond, insurance, and per diem are not included.

2. It is KE&G's understanding that any per diem and travel expenses will be fairly negotiated at time of project GMP negotiations and award, and are not included in the submitted pricing coefficient.

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	$78.25
	1.02 Equipment Operator – 1	$53.50
	1.03 Equipment Operator – 2	$56.75
	1.04 Equipment Operator – 3	$60.50
	1.05 Equipment Operator – 4	$63.50
	1.06 Pipe Layer	$49.50
	1.07 Grade Checker	$49.50
	1.08 Laborer - 1	$37.25
	1.09 Laborer - 2	$41.50
	1.10 Laborer - 3	$46.00
	1.11 Laborer – 4	$47.25
	1.12 Laborer – 5	$49.50
	1.13 Carpenter/Form setter/Mason	$55.75
	1.14 Truck Driver – Water/Flat rack	$47.25
	1.15 Project Engineer	$86.00
	1.16 Project Superintendent	$97.00
	1.17 Project Manager	$103.00
	1.18 Safety Manager	$90.00
	1.19 General Superintendent	$126.00
	1.20 Division Manager	$147.00

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.01	Various	Varies	1/2 Ton Pick-up	$18.00
	2.02	Various	Varies	3/4 Ton Pick-up	$23.00
	2.03	Various	Varies	1 Ton Pick-up	$25.50
	2.04	Various	Varies	1-1/2 Ton Pick-up	$28.00
	2.05	Peterbilt	335, Peterbilt	On-Highway Rear Dumps	$43.00
	2.06	Caterpillar	613C, Caterpillar	Off-Highway Water Tanker Trucks	$79.00
	2.07	Peterbilt	359, Peterbilt (dump truck)	On-Highway Truck Tractors	$65.00
	2.08	International	S2300, International (water truck)	On-Highway Water Tankers 4K	$59.00
	2.09	Ford	L8000, Ford, (water truck)	On-Highway Water Tankers 2K	$29.50
	2.10	Various	Varies	Cut-Off Saws	$5.00
	2.11	Various	P185CFM, Ingersoll Rand	Portable Rotary Screw Air Compressors	$18.00
	2.12	Ingersoll Rand	825CFM, Ingersoll Rand	Portable Rotary Screw Air Compressors	$61.00
	2.13	MAGNUM	4000W LIGHT TOWER	Portable Light Towers	$11.50
	2.14	Clement	CLEMENT END DUMP TRAILER	On-Highway Rear Dump Semi Trailers	$13.00
	2.15	CPS	CPS 40' BOTTOM DUMP	On-Highway Bottom Dump Semi Trailers	$13.00
	2.16	Cozad	COZAD 80 TON TRAILER	Folding Gooseneck Equipment Trailers	$28.00
	2.17	Various	WATER TOWER 12,000	Water Trailers	$23.00
	2.18	Trailmobile	TRAILMOBILE 42' TRAILER	Float Trailers	$13.00
	2.19	Big Tex	BIG TEX 18' UTILITY	Non-Tilt Deck Utility Trailers	$4.00
	2.20	Murray	2006 MURRAY LOWBOY 44 TON	Fixed Gooseneck Equipment Trailers	$24.00
	2.21	LEEBOY	TACK OIL DISTRIBUTER	Trailer Mounted Asphalt Distributors	$20.00
	2.22	Various	20' Storage Container	Standard Field Office Trailers	$2.00
	2.23	Caterpillar	950G, Caterpillar	4-Wd Articulated Wheel Loaders	$59.00
	2.24	John Deere	210LE, John Deere	Tractor-Loaders	$33.00
	2.25	Caterpillar	980C, Caterpillar	4-Wd Articulated Wheel Loaders	$110.00
	2.26	Caterpillar	938G CU, Caterpillar	4-Wd Articulated Wheel Loaders	$60.00
	2.27	Caterpillar	262C XPS, Caterpillar	Skid Steer Loaders	$43.00

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
2	2.28	John Deere	644H, John Deere	4-Wd Articulated Wheel Loaders	$67.00
	2.29	Caterpillar	226, Caterpillar	Skid Steer Loaders	$27.00
	2.30	Caterpillar	950H, Caterpillar	4-Wd Articulated Wheel Loaders	$66.00
	2.31	Caterpillar	140G, Caterpillar	Articulated Frame Graders	$57.75
	2.32	Caterpillar	160H, Caterpillar	Articulated Frame Graders	$82.00
	2.33	Caterpillar	615C, Caterpillar	Single Engine Elevating Scrapers	$199.50
	2.34	Caterpillar	623B, Caterpillar	Single Engine Elevating Scrapers	$199.50
	2.35	Caterpillar	631D, Caterpillar	Single Engine Conventional Scrapers	$210.00
	2.36	Caterpillar	621B, Caterpillar	Single Engine Conventional Scrapers	$141.00
	2.37	Caterpillar	613C, Caterpillar	Single Engine Elevating Scrapers	$132.00
	2.38	Caterpillar	621F, Caterpillar	Single Engine Conventional Scrapers	$153.00
	2.39	Caterpillar	623G, Caterpillar	Single Engine Elevating Scrapers	$252.00
	2.40	Broce	Broom, Broce	Self-Propelled Pavement Brooms	$30.00
	2.41	Caterpillar	WE 8516, Caterpillar	Asphalt Pick-Up Machines	$78.75
	2.42	Caterpillar	TH103, Caterpillar	Telescoping Boom Rough Terrain Lift Trucks	$51.50
	2.43	Hyster	Pioneer 80, Hyster	Straight Mast Rough Terrain Lift Trucks	$42.00
	2.44	Gomaco	COMMANDER III, Gomaco	Concrete Curb/Gutter/Barrier Slipform Pavers	$93.50
	2.45	Athey	M-8A, Athey	Dual Engine Pavement Sweepers	$87.00
	2.46	Etnyre	Chip Spreader, Etnyre	Self-Propelled Chip Spreaders	$72.50
	2.47	Ditch Witch	FX30, Ditch Witch	Sewer/Catch Basin Cleaners For Truck Mounting	$28.00
	2.48	REED	B-45, REED	Trailer Mounted Concrete Pumps	$38.00
	2.49	ROSCO	ROSCO BROOM	Self-Propelled Pavement Brooms	$33.00
	2.50	Gomaco	C-450, Gomaco	Concrete Roller/Finisher Pavers	$19.50
	2.51	Caterpillar	AP-1055B, Caterpillar	Crawler Mounted Asphalt Pavers	$268.00
	2.52	Caterpillar	WE601B, Caterpillar	Asphalt Pick-Up Machines	$79.50
	2.53	NEC	NEC COMPACTION ROLLER	Compaction Wheels For Backhoe Mounting	$6.00
	2.54	Ingersoll Rand	DD110HF,Ingersoll Rand	Tandem Vibratory Compactors	$82.00

Table A2 cont.		Equipment Rates			
		Make	Model	Type of Equipment	Hourly
3	2.55	Caterpillar	CP-323C, Caterpillar	Single Drum Vibratory Compactors	$40.00
	2.56	Caterpillar	CAT 815 COMPACTOR	Self-Propelled Pad Foot Compactors	$132.00
	2.57	Dynapac	CC122C, Dynapac (ROLLER)	Tandem Vibratory Compactors	$25.00
	2.58	Caterpillar	PS-360B, Caterpillar	Self-Propelled Pneumatic Compactors	$67.00
	2.59	Caterpillar	CB-634C, Caterpillar	Tandem Vibratory Compactors	$84.00
	2.60	Caterpillar	PS-200B, Caterpillar	Self-Propelled Pneumatic Compactors	$52.00
	2.61	Caterpillar	CVP110, Caterpillar	Hydraulic Compactors For Backhoe Mounting	$14.50
	2.62	Caterpillar	D9L, Caterpillar	Standard Crawler Dozers	$195.00
	2.63	Caterpillar	D7R, Caterpillar	Standard Crawler Dozers	$125.00
	2.64	Caterpillar	D9R, Caterpillar	Standard Crawler Dozers	$237.00
	2.65	Caterpillar	330C L, Caterpillar	Crawler Mounted Hydraulic Excavators	$147.00
	2.66	Caterpillar	420D, Caterpillar	Tractor-Loader-Backhoes	$38.00
	2.67	John Deere	710G, John Deere	Tractor-Loader-Backhoes	$72.00
	2.68	Caterpillar	304C, Caterpillar	Crawler Mounted Compact Excavators	$24.00
	2.69	Caterpillar	320CLU, Caterpillar	Crawler Mounted Compact Excavators	$98.00
	2.70	Caterpillar	314D LCR, Caterpillar	Crawler Mounted Compact Excavators	$74.00
	2.71	Caterpillar	320E LRR, Caterpillar	Crawler Mounted Compact Excavators	$91.00
	2.72	Caterpillar	420F, Caterpillar, Dual Flow aux hydr.	Tractor-Loader-Backhoes	$45.00
	2.73	Kent	KHB20G II, KENT (HYD HAMMER)	Hydraulic Impact Breakers	$34.00
	2.74	Caterpillar	H90C, Caterpillar	Hydraulic Impact Breakers	$14.50
	2.75	Caterpillar	H180S, Caterpillar	Hydraulic Impact Breakers	$65.00
	2.76	Godwin	CD100M, Godwin, 4" Bypass Pump	Self-Priming Trash Pumps	$25.00
	2.77	Godwin	CD150M, Godwin, 6" Bypass Pump	Self-Priming Trash Pumps	$30.00

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 $450.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction	$2,100.00
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 1

BETWEEN THE CITY OF KINGMAN AND KEAR CIVIL CORPORATION JOB ORDER CONTRACT – WATER AND WASTEWATER PLANT FACILITIES CONSTRUCTION SERVICES CONTRACT NO. ENG23-0162

This Amendment shall be made to the Construction Services Agreement dated April 16, 2024 by and between the City of Kingman (City) and KEAR Civil Corporation (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of April 16, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from April 16, 2025 through April 16, 2026.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA Attest:

Ken Watkins, MAYOR

Annie Meredith, CITY CLERK

KEAR Civil Corporation

Mike Fossett, President

State of Arizona)
)ss
County of _____)

Subscribed and Sworn to Before Me

This _____ day of_____, 20___.

Notary Public

My Commission Expires:_____

EXHIBIT A
JOB ORDER PRICING
CITY OF KINGMAN, ARIZONA
CONTRACT NO. ENG23-0162

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	1.16	1.16	1.15	1.15

Coefficient rates include overhead & profit but do not include taxes, bonds or insurance.

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	$62.00
	1.02 Equipment Operator	$46.00
	1.03 Laborer	$38.00
	1.04 Laborer - Skilled	$42.00
	1.05 Pipefitter	$50.00
	1.06 Project Manager	$93.00
	1.07 Project Engineer	$66.00
	1.08 Project Superintendent	$92.00
	1.09 Safety Manger	$89.00
	1.10 Project Administrator	$41.00

Labor rates include all fringe benefits but do not include lodging and per diem which will be charged on a case-by-case basis at the standard GSA rate.

Table A2 cont.		Equipment Rates**			
		Make	Model	Type of Equipment	Hourly
2	2.01	Varies	Varies	Pickup Truck- 1/2 Ton	$20.00
	2.02	Varies	Varies	Pickup Truck- 3/4 Ton	$25.00
	2.03	Varies	Varies	HD Work Truck- 1 Ton	$35.00
	2.04	Varies	Varies	Water Truck- 2k	$68.00
	2.05	Wylie	EXP500	Water Wagon- 500 gal	$25.00
	2.06	CAT	420F2	Backhoe	$52.00
	2.07	CAT	314	Excavator	$129.00
	2.08	CAT	938	Loader	$63.00
	2.09	Ingersoll Rand	VR1056C	Ext Reach Forklift- 10k	$60.00
	2.10	CAT	TL1255C	Ext Reach Forklift- 12k	$85.00
	2.11	Varies	Varies	Air Compressor- Portable	$20.00
	2.12	Atlas Copco	XAS188KD9	Air Compressor- Towable	$55.00
	2.13	Lincoln	K2509	Portable Welder- Towable	$50.00
	2.14	Varies	Varies	Compactor- Hand	$10.00
	2.15	Wacker	RT56-C	Trench Roller	$45.00

*****Equipment Rates do not include operator/driver but include fuel, oil and maintenance.***

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	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 $2,500.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction	$3,200.00
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

AMENDMENT NO. 1

BETWEEN THE CITY OF KINGMAN AND KP VENTURES WELL DRILLING & PUMP COMPANY, LLC JOB ORDER CONTRACT – WATER AND WASTEWATER PLANT FACILITIES CONSTRUCTION SERVICES CONTRACT NO. ENG23-0162

This Amendment shall be made to the Construction Services Agreement dated April 16, 2024 by and between the City of Kingman (City) and KP Ventures Well Drilling & Pump Company, LLC (Contractor).

THIS CONTRACT IS HERBY AMENDED AS FOLLOWS:

- In accordance with Contract with the effective date of April 16, 2024, this contract is hereby extended per the Labor and Equipment Rate sheets (Exhibit A attached) for an additional one-year period from April 16, 2025 through April 16, 2026.
- All other terms and conditions remain the same in their entirety.

CITY OF KINGMAN, ARIZONA Attest:

Ken Watkins, MAYOR Annie Meredith, CITY CLERK

KP Ventures Well Drilling & Pump Company, LLC

Tyler Johnson, COO

State of Arizona)
)ss
County of _____)

Subscribed and Sworn to Before Me

This _____ day of_____, 20___.

Notary Public

My Commission Expires:_____

EXHIBIT A
JOB ORDER PRICING
CITY OF KINGMAN, ARIZONA
CONTRACT NO. ENG23-0162

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	15%	15%	15%	15%

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	$150.00
	1.02 Equipment Operator	$150.00
	1.03 Laborer	$100.00
	1.04 Electrician per man standard rate	$150.00
	1.05 Plumber per man standard rate	$150.00
	1.06 Machine Shop standard rate	$150.00
	1.07 Shop General Labor per man standard rate	$110.00
	1.08 Per Diem per man standard rate	$175.00
	1.09 Welder/Fabricator per man standard rate	$150.00
	1.10 Bonds	2.5%
	1.11 Additional Insurance if Required	1.25%
	1.12 Sales Tax As Required	8.1%

Table A2 cont.		**Equipment Rates**			
		Make	Model	Type of Equipment	Hourly
2	2.01	Pulstar	P100000	Pump Rig/Walking Beam	$400.00
	2.02	Semco	25000	Pump Rig/Walking Beam	$400.00
	2.03	General	25T	Pump Rig/Walking Beam	$400.00
	2.04	Pulstar	6T	Pump Rig/Walking Beam	$220.00
	2.05	Smeal	5T	Pump Rig/Walking Beam	$220.00
	2.06	Semco	3T	Pump Rig/Walking Beam	$220.00
	2.07	Bucyrus Erie	60L	Cable Tool Rig	$500.00
	2.08	Bucyrus Erie	36L	Cable Tool Rig	$500.00
	2.09	Bucyrus Erie	22W	Cable Tool Rig	$500.00
	2.10	Atlas Copco	T3W	Rotary Drill Rig	$600.00
	2.11	Versa Drill	Mark 70	Rotary Drill Rig	$600.00
	2.12	Versa Drill	V2000	Rotary Drill Rig	$600.00
	2.13	National	16 Ton	Crane/Boom Truck	$275.00
	2.14	National	26 Ton	Crane/Boom Truck	$275.00
	2.15	Sterling	18 Ton	Crane/Boom Truck	$275.00
	2.16	Elliot	16 Ton	Crane/Boom Truck	$275.00
	2.17	John Deere	410E	Backhoe	$175.00
	2.18	Ford	F550	Crane Service Truck	$220.00
	2.19	Taylor	RT4000	Large Rotary Drill Rig	$750.00
	2.20	Gardner Denver	2500	Large Rotary Drill Rig	$750.00
	2.21	Gefco	SS-40	Large Rotary Drill Rig	$750.00
	2.22	Gefco	SS-150	Large Rotary Drill Rig	$750.00
	2.23	Atlas Copco	400 JD	400 CFM Compressor	$300.00
	2.24	Atlas Copco	XAHS 950	950 CFM Compressor	$400.00

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 $1,400.00
	5.02	0 to 60,000 lbs. Over 40 miles one direction	$2,800.00
	5.03	Over 60,000 lbs. Contractor required to request a minimum of two (2) Bids from a transport Vendor	Lowest Bid

					New Line item in 2025		
Water and Wasterwater Facilities JOC - Hourly Labor Rates	**FANN**	**KE&G**	**KEAR**	**KP Ventures**	**Felix**	Felix 2024	% Change
Carpenter / Concrete / Form setter / Mason	$50.00	$55.75					
Division Manager		$147.00					
Electrician / Helper (Journeyman)	$75.00				$49.69		
Electrician per man standard rate				$150.00			
Equipment Operator - 1	$55.00	$53.50	$46.00	$150.00	$57.50		
Equipment Operator – 2		$56.75					
Equipment Operator – 3		$60.50					
Equipment Operator – 4		$63.50					
Estimator					$104.19		
Field Engineer					$58.02		
Foreman	$70.00	$78.25	$62.00	$150.00	$61.41	$69.00	-11.00%
General Superintendent		$126.00			$122.76		
Grade Checker		$49.50					
Journeyman Electrician	$105.00						
Laborer - 1	$45.00	$37.25	$38.00	$100.00	$41.01	$46.00	-10.85%
Laborer - 2		$41.50	$42.00				
Laborer - 3		$46.00					
Laborer – 4		$47.25					
Laborer – 5		$49.50					
Machine Shop standard rate				$150.00			
Per Diem per man standard rate				$175.00			
Pipe Fitter / Helper	$60.00						
Pipe Fitter	$70.00		$50.00		$51.25		
Pipe Layer		$49.50					
Plumber per man standard rate				$150.00			
Project Administrator	$45.00		$41.00				
Project Coordinator					$52.20		
Project Engineer	$135.00	$86.00	$66.00		$73.46	$66.70	10.13%
Project Manager	$105.00	$103.00	$93.00		$102.75	$102.35	0.39%
Project Rep					$48.78		
Project Superintendent		$97.00	$92.00				
Safety Manager		$90.00	$89.00				
Semi-Skilled Worker					$46.00		
Senior Project Manager	$120.00						
Shop General Labor per man standard rate				$110.00			
Skilled Tradesman					$57.50		
Skilled Worker (Apprentice)					$47.15		
Superintendent	$90.00				$97.41	$92.00	5.88%
Truck Driver – Water/Flat rack		$47.25					
Welder/Fabricator per man standard rate				$150.00			

					New Line item in 2025		
Water and Wasterwater Facilities JOC - Equipment	**FANN**	**KE&G**	**KEAR**	**KP Ventures**	**Felix 2025**	Felix 2024	% Change
1/2 Ton Pick-up	$25.00	$18.00	$20.00		$40.98	$19.95	105.41%
3/4 Ton Pick-up (some with tools)	$28.00	$23.00	$25.00		$85.26	$33.04	158.05%
1 Ton Pick-up		$25.50	$35.00		$42.93	$21.84	96.57%
1-1/2 Ton Pick-up		$28.00					
10 Wheeler Dump Truck	$60.00				$69.86		
18 Wheeler Dump Truck					$107.51	$78.42	37.10%
400 CFM Compressor				$300.00			
4-Wd Articulated Wheel Loaders		$59.00					
4-Wd Articulated Wheel Loaders		$110.00					
4-Wd Articulated Wheel Loaders		$60.00					
4-Wd Articulated Wheel Loaders		$67.00					
4-Wd Articulated Wheel Loaders		$66.00					
9000lb Reach Lift	$60.00						
950 CFM Compressor				$400.00			
Acetylene Torch Set	$8.00						
Air Compressor	$35.00		$20.00		$25.29		
Air Compressor- Towable			$55.00				
Articulated Frame Graders		$57.75					
Articulated Frame Graders		$82.00					
Asphalt Pick-Up Machines		$78.75					
Asphalt Pick-Up Machines		$79.50					
Backhoe	$54.00		$52.00	$175.00	$95.41	$76.41	24.87%
Blower - 12,000 CFM, Trailer Mounted					$19.53		
Boom Truck					$74.51	$79.03	-5.72%
Cable Tool Rig				$500.00			
Combination Vacuum Truck	$175.00						
Compaction Wheels For Backhoe Mounting		$6.00					
Compactor - Hand	$10.00		$10.00		$10.80		
Compactor					$35.40		
Concrete Bucket, 3cyd w/ Tremie					$4.20		
Concrete Curb/Gutter/Barrier Slipform Pavers		$93.50					
Concrete Roller/Finisher Pavers		$19.50					
Concrete Truck					$119.56		
Confined Space Tripod w/ Acc	$15.00						
Crane - Crawler					$460.59		
Crane - 30T Rough Terrain					$236.54		
Crane - 60T Rough Terrain					$369.08		
Crane - 90T Rough Terrain					$348.55		
Crane Service Truck				$220.00			
Crane/Boom Truck				$275.00			
Crawler Mounted Asphalt Pavers		$268.00					
Crawler Mounted Compact Excavators		$24.00					
Crawler Mounted Compact Excavators		$98.00					
Crawler Mounted Compact Excavators		$74.00					
Crawler Mounted Compact Excavators		$91.00					
Crawler Mounted Hydraulic Excavators		$147.00					
Cut-Off Saws		$5.00					
Dual Engine Pavement Sweepers		$87.00					
Dump Trailer	$12.00						
Dumpster (monthly rental)					$450.00		
Enclosed Trailers	$10.00						
Equipment Haul Trailers	$10.00						
Excavator - Small	$48.00				$46.11		
Excavator - Medium			$129.00		$111.32		
Excavator - Large					$206.20	$151.51	36.10%
Ext Reach Forklift- 10k			$60.00				
Ext Reach Forklift- 12k			$85.00				
Fixed Gooseneck Equipment Trailers		$24.00					
Flatbed Stakeside	$30.00						
Float Trailers		$13.00					
Folding Gooseneck Equipment Trailers		$28.00					
Forklift (10,000 lb.)					$139.90		
Forklift (8,000 lb.)					$131.16		
Generator					$38.04		
Generator					$180.56		
Generator					$7.82		
Generator					$37.72		
Generator					$102.07		
Generator – Diesel	$125.00						
Generator - Gas	$75.00						
Generator - Gas	$10.00						
Generator – Gas	$10.00						
Handwash Station (monthly rental)					$151.20		
Hydraulic Compactors For Backhoe Mounting		$14.50					
Hydraulic Impact Breakers		$34.00					
Hydraulic Impact Breakers		$14.50					
Hydraulic Impact Breakers		$65.00					
Hydro-Static Test Pump	$10.00						
Internal tool rental					$7.35	$8.00	-8.13%
Jet Rodder	$125.00						
Large Rotary Drill Rig				$750.00			
Large Rotary Drill Rig				$750.00			
Large Rotary Drill Rig				$750.00			
Large Rotary Drill Rig				$750.00			
Light Tower		$11.50			$8.54		
Loader			$63.00		$97.18		
Manlift - 26'					$17.66		
Manlift - 50'					$40.82		
MIG Welder	$10.00						
Non-Tilt Deck Utility Trailers		$4.00					
Off-Highway Water Tanker Trucks		$79.00					
On-Highway Bottom Dump Semi Trailers		$13.00					
On-Highway Rear Dump Semi Trailers		$13.00					
On-Highway Rear Dumps		$43.00					
On-Highway Truck Tractors		$65.00					
On-Highway Water Tankers 2K		$29.50					
On-Highway Water Tankers 4K		$59.00					
Plasma-Cutter	$10.00						
Plate Compactor	$8.00						
Portable Rotary Screw Air Compressors - P185CFM, Ingersoll Rand		$18.00					
Portable Rotary Screw Air Compressors - 825CFM, Ingersoll Rand		$61.00					
Portable Welder			$50.00		$44.99		
Porta-John (monthly rental)					$240.80		
Pump Rig/Walking Beam				$400.00			
Pump Rig/Walking Beam				$220.00			
Road Broom					$54.54		
Roller					$107.29		
Rotary Drill Rig				$600.00			
Self-Priming Trash Pumps		$25.00					
Self-Priming Trash Pumps		$30.00					
Self-Propelled Chip Spreaders		$72.50					
Self-Propelled Pad Foot Compactors		$132.00					
Self-Propelled Pavement Brooms		$30.00					
Self-Propelled Pavement Brooms		$33.00					
Self-Propelled Pneumatic Compactors		$67.00					
Self-Propelled Pneumatic Compactors		$52.00					
Sewer/Catch Basin Cleaners For Truck Mounting		$28.00					
Single Drum Vibratory Compactors		$40.00					
Single Engine Conventional Scrapers		$210.00					
Single Engine Conventional Scrapers		$141.00					
Single Engine Conventional Scrapers		$153.00					
Single Engine Elevating Scrapers		$199.50					
Single Engine Elevating Scrapers		$199.50					
Single Engine Elevating Scrapers		$132.00					
Single Engine Elevating Scrapers		$252.00					
Skid steer	$48.00				$90.28	$69.60	29.71%
Skid Steer Loaders		$43.00					
Skid Steer Loaders		$27.00					
Standard Crawler Dozers		$195.00					
Standard Crawler Dozers		$125.00					
Standard Crawler Dozers		$237.00					
Standard Field Office Trailers		$2.00					
Straight Mast Rough Terrain Lift Trucks		$42.00					
Street Sweeper					$85.00		
Tandem Vibratory Compactors		$82.00					
Tandem Vibratory Compactors		$25.00					
Tandem Vibratory Compactors		$84.00					
Telescoping Boom Rough Terrain Lift Trucks		$51.50					
Tractor-Loader-Backhoes		$38.00					
Tractor-Loader-Backhoes		$72.00					
Tractor-Loader-Backhoes		$45.00					
Tractor-Loaders		$33.00					
Trailer Mounted Asphalt Distributors		$20.00					
Trailer Mounted Concrete Pumps		$38.00					
Transport (Trip Rate)					$450.00		
Trench Roller			$45.00				
Vactor Truck					$196.00		
Vacuum Trailer	$75.00						
Water Buffalo					$21.84		
Water Trailers		$23.00					
Water Truck- 2,000			$68.00				
Water Truck 3,000					$47.62	$50.79	-6.24%
Water Truck 4,000	$70.00				$143.70		
Water Wagon- 500 gal	$12.00		$25.00				
Welder	$10.00						

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO: Honorable Mayor and City Council

FROM: Mike Meersman

MEETING DATE: May 6, 2025

AGENDA SUBJECT: Authorization to Purchase a New Brush Truck

SUMMARY:
The City of Kingman Parks and Recreation Division is seeking City Council's approval to purchase a New Brush Truck in the amount of $75,057.64, plus any delivery fees or additional taxes, from Midway Chevrolet utilizing the State of Arizona's cooperative contract #CTR059320. This is an approved $90,000 purchase in the Capital Projects Fund within the FY2025-26 Adopted Budget and 5-Year Capital Improvement Plan.

FISCAL IMPACT:
There will be a fiscal impact of $75,057.64, plus any delivery fees or additional taxes, within the Capital Projects Fund.

STAFF RECOMMENDATION:
Staff recommends approval.

SUGGESTED MOTION:
Move to approve.

ATTACHMENTS:
CTR059320_Contract_Amendment_Summary_Five__5_.pdf
CTR059320_Contract_Documents.pdf
CTR059320_Price_Increase_Determination.pdf
CTR059320_pricing.pdf
Kingman 2025 Silverado CK31043 CC Landscape Dump revised 4-24-25.pdf

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

Contract Amendment Summary

CONTRACTOR: Midway Chevrolet	AMENDMENT NO.: Five (5)
DESCRIPTION: CTR059320 - New Vehicles Purchases	

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

1. Amendment Five (5) to mutually extend this contract from March 17, 2025 through March 16, 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: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

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.

Midway Chevrolet Company
Offeror (Company) Name

Signature of Person Authorized to Sign Offer

Gregg Ball
Printed Name

Date

2323 W. Bell Rd.
Address

Phoenix Arizona 85023
City State Zip

Fleet Manager
Title

gball@vtaig.com
Email Address

602-733-2251
Phone Number

gball@vtaig.com
Company Email Address

602-760-3377
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 CTR059320 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 17th day of March 2022

DocuSigned by:

Procurement Officer

3/10/2022
Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

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.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"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) 712-2089. 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) 712-2089.

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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 New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

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 Arizona Revised Statutes §41-2632.

4. 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.

5. ORDERING PROCESS

The Department 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 the Department 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.

6. 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.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 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.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

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
- Applicable payment terms
- 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 (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- 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.

10. 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.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 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.

12. PRICE INCREASE

The Department will review **fully documented** requests 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. All pricing should reflect the minimum percentage of MSRP.

13. 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.

14. 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 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. 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.

16. 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.

17. 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.

18. 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
1739 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.

19. 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 subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. 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.

21. INSURANCE REQUIREMENTS

21.1 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.

21.2 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.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

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.

21.3.2 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.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o 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).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 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).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 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 (State Representative's Name, Address & Fax Number).

21.6 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.

21.7 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.

21.7.1 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.

21.7.2 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.

21.7.3 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.

21.8 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 the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications 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.

21.10 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.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. 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

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. 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 State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. 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.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate 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 from Co-Op Buyers in conformance with each 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.

26. 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 requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special 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. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"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.

1.8. "*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.

1.9. *"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.

1.10. *"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.

1.11. *"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 material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

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:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

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 Parole 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 all data and other "records" relating to the acquisition and performance of the Contract for a period of five 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 No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 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. 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 cover sheet, unless otherwise stated in the Contract. 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. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract 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.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The 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, the 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 and/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 and/or debarment of the contractor.

3.10 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.

3.11 Offshore Performance of Work 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 secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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 goods 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, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. 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.

4.3.3. 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.

4.3.4. 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.

4.4. 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.

4.5. 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 goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. 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 work or materials, the revision of payment terms, or the substitution of work 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. 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 material 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) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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 section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party 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; or 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 or materials 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 party 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 its provisions. 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 these terms and conditions, the Contractor warrants that, for one 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. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. 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.

7.6.2. 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 for 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 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 accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 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 (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

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

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor 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 Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

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

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

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

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

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

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

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

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

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

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor 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 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.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 section, in the sum of $10 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 section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

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 Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. 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	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____

(Recipient's name)

Certifies that a resident inspector,

_____

(Name of inspector)

Was at

_____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____

(Recipient's name)

Certifies that a resident inspector,

_____

(Name of inspector)

Was at

_____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____

(description of buses).

The inspector visually inspecting the buses, the

_____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____

Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

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

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

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

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

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

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

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

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. 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

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. 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 State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

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

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

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

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

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ADOT Procurement

PROCUREMENT DETERMINATION
PRICE INCREASE

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

1) Name: Tom Kornell DS **Title**: Senior Procurement Officer	**Date:** May 15, 2024
Contract Number: CTR059320 **Contract Description: New Vehicles Purchases**	**Contractor Name:** Midway

2) Line Item Pricing:
See attached spreadsheet.

3) Provide justification:
Midway Chevrolet is requesting price increases on all phase one (1) vehicles. Recently, all major manufacturers have made changes regarding dealer incentives. These incentives have dropped across all models from 35-90%. As a result of reducing these incentives, it has forced the dealerships to decrease the discount offered to the state for phase 1 vehicles. This was not a foreseeable price change at the time of the contract award.

ADOT Procurement has reviewed and researched the request. It was determined that Procurement IQ reports that passenger vehicle prices have exhibited high volatility during the last three years due to heavy fluctuations in the supply chain and price increases for manufacturing due to inflation and wage increases. Procurement IQ shows pricing continuing to grow annually at 5.1%. Additionally, the overall price level as measured by the Consumer Price Index (CPI) has also increased 18% since January 2021.

ADOT Procurement has determined the increase would be fair and reasonable and in the best interest of the State, based on the information above. Therefore, ADOT grants the increase as listed in the table below.

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: Pamela Veal 09C01CE38A6E4BB...	Procurement Manager	5/15/2024

Cc: File

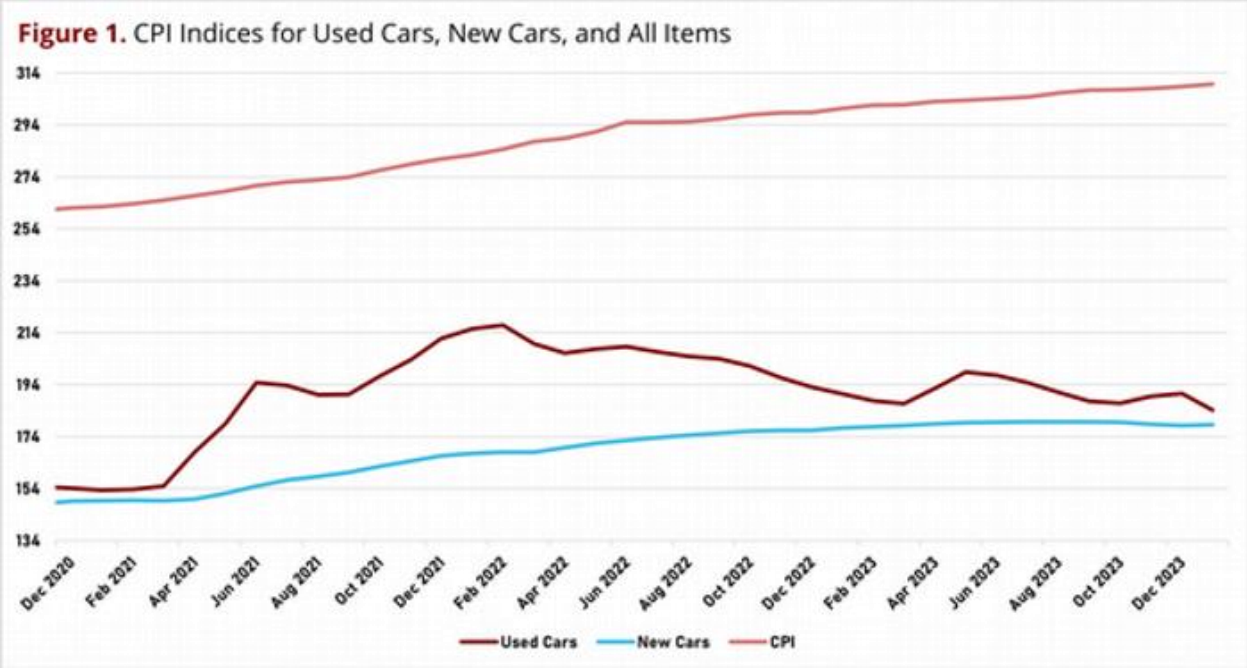
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Midway Chevrolet
Discount Pricing 2024 for Contract CTR059320

	New vehicle added
	Discontinued

Contract Line Item #	Vehicle make and Model	Current % off MSRP	Agreed to Pricing	Difference
1	Bolt	5%	5%	0%
2	Bolt EUV	5%	5%	0%
3	**Camaro**	**Discontinued**		
32	Malibu	20%	11%	9%
5	**Spark**	**Discontinued**		
6	Trax	4%	4%	0%
33	Trailblazer	15%	9%	6%
34	Equinox	18%	10%	8%
35	Equinox EV		0%	0%
36	Blazer	17%	10%	7%
37	Blazer EV		0%	0%
38	Traverse	23%	12%	11%
39	Tahoe	21%	10%	11%
40	Suburban	20%	10%	10%
13	Colorado	3%	3%	0%
41	Silverado 1500	17%	10%	7%
42	Silverado 2500	22%	12%	10%
43	Silverado 3500	19%	10%	9%
44	Silverado EV		0%	0%
45	Express Passenger	30%	15%	15%
46	Express Cargo	30%	15%	15%
47	Versa	7%	2%	5%
48	Kicks	8%	2%	6%
49	Sentra	8%	3%	5%
50	Altima	12%	6%	6%
24	**Maxima**	**Discontinued**		
51	Leaf	13%	5%	8%
52	Frontier	9%	3%	6%
27	**Titan**	**Discontinued**		
53	Rogue	9%	3%	6%
54	Murano	11%	8%	3%
55	Pathfinder	7%	4%	3%
56	C4500/ C5500 Silverado		10%	0%
57	Low Cab Forward (LCF)		20%	0%

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"Looking back to the beginning of our three year period, automobile prices have both risen sharply and declined somewhat sharply, especially for used vehicles. The price of new vehicles in January 2024 is 19.6% higher than in January 2021. The price of used vehicles has gone through more volatile movements but, in January 2024, are 20.1% higher than in January 2021. The overall price level as measured by the CPI has increased 18% since January 2021. So, overall, car prices have risen relative to the average of all consumer prices, but in the end their increase is only one or two percentage points higher than the average increase in price of other goods and services in the economy. Price Trends for New and Used Cars February 20, 2024." by Dennis W. Jansen, Somali Ghosh Sinha TEXAS A&M UNIVERSITY Private Enterprise Research Center

DocuSign Envelope ID: 44BB79C5-030D-48A2-9775-6F5066BC7DE0

Absolutely Unbeatable.

MIDWAY CHEVROLET

12-21-23

RE: Change Request CTR059320

Tom,

We finally received GM pricing for the 2024 Colorado and Traverse. We have been waiting for completed 2024 GM pricing before requesting these attached Arizona State Contract discount change requests for each model.

We have included manufacturer changes in vehicle incentives for each model requested. We used the 2022 incentives (attached) at the contracts inception and the current 2024 incentives (attached) from both Nissan and General Motors to justify requests.

Please advise if we need anything additional for this request.

Hope you have a nice Holiday Season!

Thank You,

Gregg Ball

Fleet Manager

Midway Chevrolet Company 1 LLC

Bid Search Results

BID Main Page Help

user: gBALLMC2011
bac: 00000173036
name: MIDWAY CHEVROLET

Search Results

Model Year	Vehicle Type	Model	FAN	Bid Open Date
2022	Light Duty and Passenger		000800770	20210705

Sell Source 13
Dealer Code 39225

*** GM Confidential ***

Activate / Report Results	Open Date	FAN	Bid No. / Item No.	Model	Options	Assist. Amount	%	Status	Price Effective Date
	07/05/2021	000800770	217522 / 01	CC10706	L84 R6Q	$7,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 02	CC10706	L87 R6Q	$7,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 03	CC10706	LM2	$7,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 04	CC10706	9C1 PPU TAHOE	$7,950	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 05	CC18543	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 06	CC18543	1CX	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 07	CC18543	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 08	CC18743	1CX	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 09	CC18743	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 10	CC18743	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 11	CC18753	1CX	$8,800	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 12	CC18753	1LT	$8,800	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 13	CC18753	1WT	$8,800	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 14	CC18903	1WT 1500 P.U.	$7,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 15	CC20743	1LT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 16	CC20743	1CX	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 17	CC20743	1LZ	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 18	CC20743	1WT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 19	CC20753	1LT	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 20	CC20753	1CX	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 21	CC20753	1LZ	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 22	CC20753	1WT	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 23	CC20903	1LT	$7,400	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 24	CC20903	1WT 2500 P.U.	$7,400	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 25	CC20943	1CX	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 26	CC20943	1LT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 27	CC20943	1LZ	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 28	CC20943	1WT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 29	CC20953	1LZ	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 30	CC20953	1LT	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 31	CC20953	1CX	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 32	CC20953	1WT	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 33	CC30743	1LT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 34	CC30743	1LZ	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 35	CC30743	1WT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 36	CC30903	1LT	$7,400	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 37	CC30903	1WT 2500 P.U	$7,400	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 38	CC30943	1LT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 39	CC30943	1LZ	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 40	CC30943	1WT	$8,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 41	CC30953	1LT	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 42	CC30953	1WT	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 43	CC31003	1LT	$7,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 44	CC31003	1WT	$7,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 45	CC31043	1LT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 46	CC31043	1WT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 47	CC31403	1LT	$7,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 48	CC31403	1WT	$7,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 49	CC56043	R7M	$5,800	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 50	CC56043	R7N	$6,400	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 51	CC56043	R7P	$7,400	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 52	CC56403	R7M	$5,800	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 53	1DR48	1SA	$1,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 54	1DR48	1SB	$1,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 55	1DS48	1SC	$1,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 56	1DS48	1SD	$1,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 57	1DT48	1SE	$1,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 58	1DT48	1SF	$1,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 59	1JR76	1LS	$2,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 60	1JS76	1LT	$2,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 61	1NB56	1FL	$6,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 62	1NB56	1LS	$6,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 63	1NC56	1LT	$6,300	0	Activated	01/01/2021

07/05/2021	000800770	217522 / 64	1NC56	2FL		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 65	1NC56	2LT		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 66	1NC56	3LT		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 67	1NE56	1LZ		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 68	1NV56	1LS		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 69	1NV56	1FL		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 70	1NW56	2FL		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 71	1NW56	1LT		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 72	1NX56	1LZ		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 73	1NX56	2LZ		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 74	1XP26	1LS	EQUINOX	$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 75	1XR26	1LT		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 76	1XS26	1LZ		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 77	1XX26	1LS		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 78	1XY26	1LT		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 79	1XZ26	1LZ		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 80	1ZC69	1FL	MALIBU	$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 81	1ZC69	1LS		$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 82	1ZD69	1LT		$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 83	1ZF69	2LZ		$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 84	12M43	4WT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 85	12M43	2WT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 86	12M53	4WT		$4,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 87	12M53	2WT		$3,500	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 88	12N43	4LT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 89	12N43	2LT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 90	12N53	4LT		$4,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 91	12N53	2LT		$3,500	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 92	12P43	4Z7		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 93	12P43	2Z7		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 94	12P53	4Z7		$4,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 95	12T43	4WT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 96	12T43	2WT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 97	12U43	4LT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 98	12U43	2LT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 99	12V43	4Z7		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 01	CC56403	R7N		$6,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 02	CC56403	R7P		$7,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 03	CG23405	LV1	CARGO VAN	$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 04	CG23405	LWN		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 05	CG23405	L8T		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 06	CG23406	LV1	PASS VAN	$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 07	CG23406	LWN		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 08	CG23406	L8T		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 09	CG23705	LV1		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 10	CG23705	LWN		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 11	CG23705	L8T		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 12	CG33405	LWN		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 13	CG33405	L8T		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 14	CG33405	LV1		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 15	CG33406	L8T		$9,300	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 16	CG33406	LWN		$9,300	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 17	CG33406	LV1		$9,300	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 18	CG33503	LV1		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 19	CG33503	B3D		$8,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 20	CG33503	ANC		$9,000	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 21	CG33503	L8T		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 22	CG33705	LV1		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 23	CG33705	LWN		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 24	CG33705	L8T		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 25	CG33706	LV1		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 26	CG33706	LWN		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 27	CG33706	L8T		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 28	CG33803	ANC		$9,000	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 29	CG33803	L8T		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 30	CG33803	LV1		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 31	CG33803	B3D		$8,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 32	CG33903	ANC		$9,000	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 33	CG33903	L8T		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 34	CK10706	5W4		$7,950	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 35	CK10906	L84		$6,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 36	CK18543	1CX		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 37	CK18543	1WT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 38	CK18543	1LT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 39	CK18743	1LT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 40	CK18743	1CX		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 41	CK18743	1WT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 42	CK18753	1WT		$9,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 43	CK18753	1CX		$9,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 44	CK18753	1LT		$9,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 45	CK18903	1WT		$7,800	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 46	CK20743	1LT		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 47	CK20743	1LZ		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 48	CK20743	1CX		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 49	CK20743	1WT		$8,900	0	Activated	01/01/2021

	07/05/2021	000800770	217523 / 50	CK20743	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 51	CK20753	1CX	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 52	CK20753	1LT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 53	CK20753	1LZ	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 54	CK20753	1WT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 55	CK20903	1LT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 56	CK20903	1WT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 57	CK20943	1CX	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 58	CK20943	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 59	CK20943	1LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 60	CK20943	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 61	CK20943	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 62	CK20953	1CX	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 63	CK20953	1LT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 64	CK20953	1LZ	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 65	CK20953	1WT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 66	CK30743	1LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 67	CK30743	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 68	CK30743	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 69	CK30743	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 70	CK30903	1WT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 71	CK30903	1LT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 72	CK30943	1LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 73	CK30943	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 74	CK30943	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 75	CK30943	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 76	CK30953	1LT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 77	CK30953	1WT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 78	CK31003	1LT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 79	CK31003	1WT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 80	CK31043	1LT	$8,600	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 81	CK31043	1WT	$8,600	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 82	CK31403	1LT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 83	CK31403	1WT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 84	CK56043	R7N	$6,400	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 85	CP11003	1WT	$3,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 86	CP12003	1WT	$3,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 87	CP31003	1WT	$3,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 88	CP32003	1WT	$3,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 89	CP33003	1WT	$3,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 90	CT31003	1WT	$4,950	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 91	CT32003	1WT	$4,950	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 92	CT33003	1WT	$4,950	0	Activated	01/01/2021

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To activate and/or report results select each bid item number by clicking in the selection field. (Multiple items can be selected.)

Please send the bid award documentation to the Bid Center when requesting activation. Bids will not be activated without the appropriate customer award documentation.
Fax to 248-312-7133 or e-mail to gmbidcenter@gm.com

2024

Bid Search Results

BID Main Page Help

user: gBALLMC2011
bac: 00000173036
name: MIDWAY CHEVROLET

Search Results

Model Year	Vehicle Type	Model	FAN	Bid Open Date
2024	Light Duty and Passenger		000800770	20230519

Sell Source 13
Dealer Code 39225

*** GM Confidential ***

Activate / Report Results	Open Date	FAN	Bid No. / Item No.	Model	Options	Assist. Amount	%	Status	Price Effective Date
	05/19/2023	000800770	420620 / 01	CC10543	1LT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 02	CC10543	1LZ	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 03	CC10543	1CX	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 04	CC10543	1SP	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 05	CC10543	1WT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 06	CC10543	3LZ	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 07	CC10703	1WT	$700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 08	CC10706	L84 R6Q	$1,700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 09	CC10706	LM2	$1,700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 10	CC10706	L87 R6Q	$1,700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 11	CC10706	9C1 PPV TAHOE	$1,950	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 12	CC10743	1WT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 13	CC10743	1LT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 14	CC10753	1LT	$2,500	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 15	CC10753	1CX	$2,500	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 16	CC10753	1WT	$2,500	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 17	CC10903	1WT 1500 P.U.	$700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 18	CC10906	LM2	$1,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 19	CC10906	L84	$1,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 20	CC10906	L87	$1,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 21	CC20743	1LZ	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 22	CC20743	1LT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 23	CC20743	1CX	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 24	CC20743	1WT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 25	CC20753	1CX	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 26	CC20753	1LT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 27	CC20753	1LZ	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 28	CC20753	1WT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 29	CC20903	1LT	$1,300	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 30	CC20903	1WT 2500 PU	$1,300	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 31	CC20943	1CX	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 32	CC20943	1LT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 33	CC20943	1LZ	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 34	CC20943	1WT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 35	1LB56	2FL	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 36	1LB56	1LT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 37	1LB56	2LT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 38	1LC56	2Z7	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 39	1LD56	1LZ	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 40	1LD56	2RS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 41	1LD56	2LZ	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 42	1LD56	1RS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 43	1LE56	1LS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 44	1LE56	2LS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 45	1LE56	1FL	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 46	1MB26	1LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 47	1MB48	2LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 48	1MC26	2LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 49	1MC48	3LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 50	1MD26	1RS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 51	1MF26	2FL	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 52	1MG26	2SS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 53	1MM48	2RS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 54	1MN48	3RS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 55	1M248	1LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 56	1NK26	2LT Blazer	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 57	1NK26	3LT	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 58	1NL26	1RS	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 59	1NM26	0HD	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 60	1NR26	2LT	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 61	1NR26	3LT	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 62	1NS26	1RS	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 63	1NT26	0HD	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 64	1TR56	1LS THAX	$1,400	0	Activated	01/01/2023

2024 START

76%
-80%
-83%
-66%
-48%

05/19/2023	000800770	420620 / 65	1TR58	1LS		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 66	1TR58	1RS		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 67	1TS56	1SA		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 68	1TT56	1RS		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 69	1TU56	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 70	1TU58	1SA		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 71	1TU58	2RS		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 72	1TU58	1LT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 73	1TV56	1LS		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 74	1TW56	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 75	1TX56	1SA		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 76	1TY56	1RS		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 77	1XP26	1FL	Equinox	$2,400	0	Activated	01/01/2023 -43%
05/19/2023	000800770	420620 / 78	1XP26	1LS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 79	1XR26	2FL		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 80	1XR26	1RS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 81	1XR26	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 82	1XS26	1LZ		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 83	1XX26	1FL		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 84	1XX26	1LS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 85	1XY26	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 86	1XY26	2FL		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 87	1XY26	1RS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 88	1XZ26	1LZ		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 89	1ZC69	1FL	Malibu	$1,700	0	Activated	01/01/2023 -38%
05/19/2023	000800770	420620 / 90	1ZC69	1LS		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 91	1ZD69	1LT		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 92	1ZF69	2LT		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 93	1ZS69	1SP		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 94	14C43	4WT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 95	14C43	2WT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 96	14E43	0TR		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 97	14F43	4LT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 98	14F43	2LT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 99	14G43	4Z7		$400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 01	CC20953	1CX		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 02	CC20953	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 03	CC20953	1WT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 04	CC20953	1LZ		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 05	CC30743	1LT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 06	CC30743	1LZ		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 07	CC30743	1WT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 08	CC30903	1LT		$1,300	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 09	CC30903	1WT	3500 pu	$1,300	0	Activated	01/01/2023 -85%
05/19/2023	000800770	420621 / 10	CC30943	1LT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 11	CC30943	1LZ		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 12	CC30943	1WT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 13	CC30953	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 14	CC30953	1WT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 15	CC31003	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 16	CC31003	1WT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 17	CC31043	1LT		$1,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 18	CC31043	1WT		$1,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 19	CC31403	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 20	CC31403	1WT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 21	CC56043	R7M		$4,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 22	CC56043	R7P		$6,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 23	CC56043	R7N		$5,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 24	CC56403	R7N		$5,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 25	CC56403	R7M		$4,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 26	CC56403	R7P		$6,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 27	CG23405	L8T		$3,000	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 28	CG23405	LV1	CARGO VAN	$3,000	0	Activated	01/01/2023 -66%
05/19/2023	000800770	420621 / 29	CG23406	LV1	PASS VAN	$3,200	0	Activated	01/01/2023 -65%
05/19/2023	000800770	420621 / 30	CG23406	L8T		$3,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 31	CG23705	LV1		$3,000	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 32	CG23705	L8T		$3,000	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 33	CG33405	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 34	CG33405	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 35	CG33406	LV1		$3,600	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 36	CG33406	L8T		$3,600	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 37	CG33503	B3D		$2,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 38	CG33503	ANC		$3,500	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 39	CG33503	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 40	CG33503	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 41	CG33705	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 42	CG33705	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 43	CG33706	LV1		$3,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 44	CG33706	L8T		$3,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 45	CG33803	ANC		$3,500	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 46	CG33803	B3D		$2,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 47	CG33803	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 48	CG33803	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 49	CG33903	B3D		$2,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 50	CG33903	ANC		$3,500	0	Activated	01/01/2023

		05/19/2023	000800770	420621 / 51	CG33903	L8T	$3,400	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 52	CK10543	1SP	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 53	CK10543	1LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 54	CK10543	1LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 55	CK10543	1CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 56	CK10543	1WT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 57	CK10543	2CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 58	CK10543	2FL	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 59	CK10543	2LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 60	CK10543	3LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 61	CK10703	1WT	$1,300	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 62	CK10706	5W4	$1,950	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 63	CK10706	L87 R6Q	$1,700	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 64	CK10706	L84 R6Q	$1,700	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 65	CK10706	LM2	$1,700	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 66	CK10706	9C1	$1,950	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 67	CK10743	1CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 68	CK10743	1LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 69	CK10743	1LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 70	CK10743	1SP	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 71	CK10743	1WT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 72	CK10743	2CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 73	CK10743	2LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 74	CK10743	3LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 75	CK10753	1CX	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 76	CK10753	1LT	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 77	CK10753	1SP	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 78	CK10753	1WT	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 79	CK10753	2FL	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 80	CK10903	1WT	$1,300	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 81	CK10906	LM2	$1,600	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 82	CK10906	L84	$1,600	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 83	CK10906	L87	$1,600	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 84	CK20743	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 85	CK20743	1CX	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 86	CK20743	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 87	CK20743	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 88	CK20743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 89	CK20743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 90	CK20753	1CX	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 91	CK20753	1LT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 92	CK20753	1LZ	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 93	CK20753	1WT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 94	CK20903	1LT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 95	CK20903	1WT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 96	CK20943	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 97	CK20943	1CX	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 98	CK20943	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 99	CK20943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 01	CK20943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 02	CK20943	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 03	CK20953	1CX	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 04	CK20953	1LT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 05	CK20953	1LZ	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 06	CK20953	1WT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 07	CK30743	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 08	CK30743	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 09	CK30743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 10	CK30743	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 11	CK30743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 12	CK30743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 13	CK30903	1LT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 14	CK30903	1WT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 15	CK30943	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 16	CK30943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 17	CK30943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 18	CK30943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 19	CK30943	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 20	CK30943	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 21	CK30953	1LT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 22	CK30953	1WT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 23	CK31003	1LT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 24	CK31003	1WT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 25	CK31043	1LT	$2,500	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 26	CK31043	1WT	$2,500	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 27	CK31403	1LT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 28	CK31403	1WT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 29	CK56043	R7M	$4,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 30	CK56043	R7N	$5,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 31	CK56043	R7P	$6,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 32	CK56403	R7M	$4,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 33	CK56403	R7N	$5,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 34	CK56403	R7P	$6,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 35	CP11003	1WT	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 36	CP12003	1WT	$3,100	0	Activated	01/01/2023

	05/19/2023	000800770	420622 / 37	CP13003	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 38	CP13043	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 39	CP14003	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 40	CP14043	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 41	CP31003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 42	CP32003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 43	CP33003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 44	CP33043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 45	CP34003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 46	CP34043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 47	CP52003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 48	CP53003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 49	CP53043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 50	CP54003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 51	CP54043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 52	CP62003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 53	CP63003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 54	CP63043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 55	CP64003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 56	CP64043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 57	CT31003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 58	CT32003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 59	CT33003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 60	CT33043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 61	CT34003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 62	CT34043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 63	CT35843	3WT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 64	CT35843	4WT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 65	CT41003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 66	CT42003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 67	CT43003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 68	CT43043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 69	CT44003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 70	CT44043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 71	CT51003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 72	CT52003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 73	CT53003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 74	CT53043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 75	CT54003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 76	CT54043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 77	CT55003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 78	CT61003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 79	CT62003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 80	CT63003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 81	CT63043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 82	CT64003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 83	CT64043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 84	CT65003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 85	CT66003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 86	CT73203	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 87	CT73903	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 88	CT74503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 89	CT75003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 90	CT76003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 91	CT76503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 92	CT77603	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 93	CT78803	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 94	CT83203	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 95	CT83903	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 96	CT84503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 97	CT85003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 98	CT86003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 99	CT86503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420623 / 01	CT87603	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420623 / 02	CT88803	1WT	$5,250	0	Activated	01/01/2023

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Please Note!

To activate and/or report results select each bid item number by clicking in the selection field. (Multiple items can be selected.)

Please send the bid award documentation to the Bid Center when requesting activation. Bids will not be activated without the appropriate customer award documentation.
Fax to 248-312-7133 or e-mail to gmbidcenter@gm.com

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Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

X Category One: Phase One (1) Vehicle Purchases

x Category Two: Phase Two (2) Vehicle Purchases

x Category Three: FTA Funded Vehicles

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, AZ 85023
Greg Bell (602) 733-2251

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

MIDWAY Change REQUEST

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP) PHASE 1	PHASE 2
Bolt	5% clc	0
Bolt EUV	5% clc	0
Camaro	~~28%~~ N/A	N/A
Malibu	~~20%~~ 7%	0
Spark	~~9%~~ N/A	N/A
Trax	4% clc	0
Trailblazer	~~15%~~ 4%	0
Equinox	~~18%~~ 7%	0
Blazer	~~17%~~ 7%	0

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the*

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time of Proposal submittal. Do not provide pricing on any other format other than what is provided below:

MIDWAY Change Request

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP) PHASE 1	PHASE 2
Traverse	~~23%~~ 7%	0
Tahoe	~~23%~~ 7%	0
Suburban	~~20%~~ 8%	0
Colorado	3% OK	0
Silverado 1500	~~17%~~ 6%	0
Silverado 2500	~~23%~~ 8%	0
Silverado 3500	~~19%~~ 8%	0
Express Passenger	~~30%~~ 8%	0
Express Cargo	~~30%~~ 8%	0
Electric Silverado	~~TBA~~ 0%	0
Versa	~~2%~~ 2%	0
Kicks	~~8%~~ 2%	0
Sentra	~~8%~~ 3%	0
Altima	~~12%~~ 5%	0
Maxima	~~11%~~ DISCONTINUED	N/A
Leaf	~~13%~~ 3%	0
Frontier	~~9%~~ 2%	0
Titan	~~11%~~ DISCONTINUED	N/A
Rogue	~~9%~~ 3%	0
Murano	~~12%~~ 8%	0
Pathfinder	~~7%~~ 4%	0

MIDWAY CHEVROLET NISSAN ISUZU
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Phoenix, AZ 85023
Greg Bell (602) 733-2251

ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☐Apache	185.00	☐ Greenlee	185.00	☐ Pima	135.00
☐ Cochise	185.00	☐ La Paz	185.00	☐ Pinal	135.00
☐ Coconino	135.00	☐ Maricopa	N/A	☐ Santa Cruz	185.00
☐ Gila	135.00	☐ Mohave	185.00	☐ Yavapai	135.00
☐ Graham	185.00	☐ Navajo	185.00	☐ Yuma	185.00

All OK

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Greg Ball (602) 733-2251

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$20,326	2023 Trailblazer LS 1TR56
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$25,926	2023 Express Cargo CG33405
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$26,647 Best Estimate.	GM as of this date has not published actual information for this 2023 Silverado.

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ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$20,847	Plus transportation and dealer added accessories
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$26,597	Plus transportation and dealer added accessories
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$27,572 Best Estimate	Same as above plus transportation and dealer added accessories

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Bell (602) 733-2251

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DocuSign Envelope ID: 44BB79C5-030D-48A2-9775-6F5066BC7DE0

2022

NISSAN

NISSAN NORTH AMERICA, INC.
Corporate Office
P.O. Box 685001
Franklin, TN 37068-5001

August 13, 2021

Gary Lowe
Fleet Manager
Arizona Department of Transportation
2225 S 22nd Avenue
Phoenix, AZ 85009

MY2022 Bid Assistance Letter

Dear Mr. Lowe:

The purpose of this Bid Assistance Letter ("Letter") is to provide Arizona Department of Transportation + ("Dealer") with proposed fleet incentives for the purchase of Nissan vehicles, as listed below (the "Vehicles") by Govt/State/Public Utility Agency (the "Requester"). Dealer may use the information contained in this Letter for its MY2022 bid proposal ######### (the "Proposal") in response to a request from Requester. Nissan North America, Inc. ("NNA") will offer to sell the Vehicles to Dealer at the "Fleet Incentive" price per Vehicle listed in the Fleet Incentive Table below during the MY2022 (the "Fleet Program"), if Dealer is awarded the business proposed in its Proposal to Govt/State/Public Utility Agency:

FLEET INCENTIVE TABLE

Model Year	Vehicle Model	Fleet Incentive
2022	Versa	$2,750
2022	Sentra	$3,000
2022	Altima	$5,050
2022	Maxima	$6,250
2022	LEAF	$6,000
2022	370Z Cpe/Rd	$4,500
2022	Frontier	$4,350
2022	Titan KC & CC	$8,650
2022	Titan XD CC	$8,650
2022	Armada	$6,650
2022	Kicks	$3,750
2022	Rogue	$4,250
2022	Rogue Sport	$4,250
2022	Murano	$6,250
2022	Pathfinder	$4,000
2022	QX50	$5,500
2022	QX80	$12,000

Dealer will pass through the Fleet Program to Requester, including these further terms and conditions for the purchase of Vehicles under the Fleet Program as follows:

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2024

NISSAN NORTH AMERICA, INC.
Corporate Office
P.O. Box 685001
Franklin, TN 37068-5001

June 28, 2023

Gregg Ball
Sales Manager
MIDWAY NISSAN
2201 W BELL RD
PHOENIX, AZ 85023

MY2024 Bid Assistance Letter

Dear Mr. Ball:

The purpose of this Bid Assistance Letter ("Letter") is to provide MIDWAY NISSAN + 3734 ("Dealer") with proposed fleet incentives for the purchase of Nissan vehicles, as listed below (the "Vehicles") by Govt/State/Public Utility Agency (the "Requester"). Dealer may use the information contained in this Letter for its MY2024 bid proposal (the "Proposal") in response to a request from Requester. Nissan North America, Inc. ("NNA") will offer to sell the Vehicles to Dealer and apply "Fleet Incentive" amount per Vehicle listed in the Fleet Incentive Table below during the MY2024 (the "Fleet Program"), if Dealer is awarded the business proposed in its Proposal to Govt/State/Public Utility Agency:

FLEET INCENTIVE TABLE

Model Year	Vehicle Model	Fleet Incentive
2024	Versa	$550
2024	Sentra	$925
2024	Altima	$1,800
2024	Ariya	$3,905
2024	LEAF	$1,300
2024	Frontier	$950
2024	Titan	$3,800
2024	Pathfinder	$1,900
2024	Armada	$3,200
2024	Kicks	$900
2024	Rogue	$1,800
2024	Murano	$3,300

DocuSign Envelope ID: 44BB79C5-030D-48A2-9775-6F5066BC7DE0

ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

X Category One: Phase One (1) Vehicle Purchases

x Category Two: Phase Two (2) Vehicle Purchases

x Category Three: FTA Funded Vehicles

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Bell (602) 733-2251

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

PHASE 1 PHASE 2

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)	%
Bolt	~~5%~~ 0%	0
Bolt EUV	~~3%~~ 0%	0
Camaro	~~3%~~ 3%	0
Malibu	~~20%~~ 10%	0
Spark	~~9%~~ 9%	0
Trax	~~4%~~ 2%	0
Trailblazer	~~15%~~ 10%	0
Equinox	~~12%~~ 11%	0
Blazer	~~17%~~ 10%	0

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the*

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ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

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MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, AZ 85023
Gregg Ball (602) 733-2251

PHASE 1 PHASE 2

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)	
Traverse	~~23%~~ 14%	0
Tahoe	~~21%~~ 14%	0
Suburban	~~20%~~ 11%	0
Colorado	~~3%~~ 3%	0
Silverado 1500	~~17%~~ 15%	0
Silverado 2500	~~22%~~ 15%	0
Silverado 3500	~~19%~~ 15%	0
Express Passenger	~~30%~~ 16%	0
Express Cargo	~~30%~~ 16%	0
Electric Silverado	~~TBA~~ 0%	0
Versa	~~7%~~ 5%	0
Kicks	~~8%~~ 5%	0
Sentra	~~8%~~ 5%	0
Altima	~~12%~~ 5%	0
Maxima	~~11%~~ 6%	0
Leaf	~~13%~~ 13%	0
Frontier	~~9%~~ 5% 2023 5%	0
Titan	~~14%~~ 8%	0
Rogue	~~9%~~ 4%	0
Murano	~~11%~~ 8%	0
Pathfinder	~~7%~~ 5%	0
4500 / 5500 Silverado	12%	6%

PHASE 1
PHASE 2

ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

SAMB

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☐Apache	185.00	☐ Greenlee	185.00	☐ Pima	135.00
☐ Cochise	185.00	☐ La Paz	185.00	☐ Pinal	135.00
☐ Coconino	135.00	☐ Maricopa	N/A	☐ Santa Cruz	185.00
☐ Gila	135.00	☐ Mohave	185.00	☐ Yavapai	135.00
☐ Graham	185.00	☐ Navajo	185.00	☐ Yuma	185.00

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Ball (602) 733-2251

1.5.1 Phase One (1) Evaluation Pricing:

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$20,326	2023 Trailblazer LS 1TR56
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	~~$25,926~~ 32,323	2023 Express Cargo CG33405
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	~~$26,647 Best Estimate.~~ 29,652	GM as of this date has not published actual information for this 2023 Silverado.

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ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Ball (602) 733-2251

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	~~$20,847~~ 22,100	Plus transportation and dealer added accessories
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	~~$26,597~~ 41,200	Plus transportation and dealer added accessories
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	~~$27,572 Best Estimate~~ 36,300	Same as above plus transportation and dealer added accessories

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Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

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x Category Two: Phase Two (2) Vehicle Purchases

x Category Three: FTA Funded Vehicles

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Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)
Bolt	5%
Bolt EUV	5%
Camaro	3%
Malibu	20%
Spark	9%
Trax	4%
Trailblazer	15%
Equinox	18%
Blazer	17%

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the*

time of Proposal submittal. Do not provide pricing on any other format other than what is provided below:

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Silverado 2500	22%
Silverado 3500	19%
Express Passenger	30%
Express Cargo	30%
Electric Silverado	TBA
Versa	7%
Kicks	8%
Sentra	8%
Altima	12%
Maxima	11%
Leaf	13%
Frontier	9%
Titan	14%
Rogue	9%
Murano	11%
Pathfinder	7%

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
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☐ Cochise	185.00	☐ La Paz	185.00	☐ Pinal	135.00
☐ Coconino	135.00	☐ Maricopa	N/A	☐ Santa Cruz	185.00
☐ Gila	135.00	☐ Mohave	185.00	☐ Yavapai	135.00
☐ Graham	185.00	☐ Navajo	185.00	☐ Yuma	185.00

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

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1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$20,847	Plus transportation and dealer added accessories
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$26,597	Plus transportation and dealer added accessories
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$27,572 Best Estimate	Same as above plus transportation and dealer added accessories

ARIZONA STATE CONTRACT VEHICLE QUOTE

Absolutely Unbeatable. MIDWAY CHEVROLET

STATE CONTRACT #'s	CTR059320	New Vehicle Purchases		
QUOTE SENT TO:	Dan	Kingman		
CONTRACT VEHICLE	2025 Silverado	CK31043 CC Chassis Landscape Dump		
QUOTE DATE:	4/24/2025			
				MSRP
CONTRACT PRICE		PER ATTACHED SPECS	$	55,888.00
Additional Options				
Solar Tint Glass State Max %		Dealer	$	295.00
		10% Contact Discount	$	(5,588.00)
9' Landscape Dump		Dealer	$	18,532.22
Delivery			$	135.00
Sub Total			**$**	**69,262.22**
Sales Tax (8.3 %)			**$**	**5,748.76**
City of Phx 2024 Tax			**$**	**41.66**
Tire Tax			**$**	**5.00**
Plates				
Extended Warranty				
Capital Total Each Unit			$	75,057.64

Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time
TBD

Stock quotes subject to prior sale

Please call with any questions or concerns.

Thanks for the opportunity!

2025 quotes are subject to GM publishing official pricing

Please ask for your Order Conformation if a PO is generated from this quote!

Your order is not confirmed without the Factory conformation. Thank You

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Doug Breckenridge
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	C&S Authorization for Services No. 8 Design, Bidding and Construction Management Services for PAPI Replacement, Amendment No. 1

SUMMARY:
City Council Approved C&S Engineer Authorization for Services (A0S) No. 8; Design, Bidding and Construction management Services for PAPI Replacement Project on May 7, 2024. The contract was for one (1) year when the total project would take two (2) years.

Staff is requesting the City Manager to sign and execute Amendment No 1 to AOS No. 8 to extend the contract for 1 additional year which will be the length of the total project.

FISCAL IMPACT:
There is no fiscal impact. The agreement will not exceed $144,877 and will be fully funded through ADOT Grant E2S4U 01C.

STAFF RECOMMENDATION:
Staff recommends City Council approve Amendment No. 1 to C&S Authorization of Services No. 8 and authorize the City Manager to sign and execute the document.

SUGGESTED MOTION:
Move to approve the City Manager to execute Amendment No. 1 to C&S Engineering, Inc. Authorization of Services No. 8. to extend the Contract by one (1) additional year.

ATTACHMENTS:
City Council Action Agenda 20240507.pdf
Contract with C S Engineers for PAPI Replacement AOS No 8.pdf
Executed_GSA_Agreement_C_S_2019.pdf
C&S Engineers GSA - Renewal Ltr (2023-2024).pdf
Contract Extension CS Engineers for PAPI Replacement AOS 8 Amendment.pdf

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

5:00 PM **ACTION AGENDA** **Tuesday, May 7, 2024**

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

REGULAR MEETING

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

INVOCATION

Invocation will be given by Pastor Denis Cronkright with College Park Baptist Church

PLEDGE OF ALLEGIANCE

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

1. **AWARDS/RECOGNITION**

   a. **Proclamation-National Cities, Towns, and Villages Month**

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 March 3, 2023 - MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
   b. **Work Session Meeting Minutes of April 11, 2024 - MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
   c. **Regular Meeting Minutes of April 16, 2024 - MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**
   d. **Liquor License Application- Olympus Diner**

      Applicant Leon Anastasakos has applied for a Series No. 12- Restaurant application for a business located at 710 Eastern St., Suite A Kingman, AZ 86401. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

e. **Liquor License Application-Grab N Go**

Applicant Jaren Michael Repinski has applied for a Series No. 10- Beer and Wine Store application for a business located at 231 Beale Street; Kingman, AZ 86401. **Staff recommends approval.-** **MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

f. **Acceptance of HIDTA Grant Agreements with MAGNET/Kingman PD**

The Mohave Area General Narcotics Enforcement Team (MAGNET) has been awarded grants in the amounts of $95,341.00 and $23,250.00 from the AZ High Intensity Drug Trafficking Area (HIDTA) for the period between January 1, 2024 and December 31, 2025. **Staff recommends approval.-** **MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

g. **Approval to Use Court Enhancement Funds to Replace Restroom Flooring at Municipal Court Building**

The Court requests the use of Court Enhancement Funds for the replacement of the flooring in the three public restrooms in the main lobby. The Court has obtained a quote for $1,399.28 including materials and labor. **Staff recommends approval.-** **MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

h. **Resolution No. 5500 - Intergovernmental Agreement (IGA) with Mohave County Flood Control District for Flood Control Allocation**

The City of Kingman has received its annual intergovernmental agreement (IGA) from the Mohave County Flood Control District. The IGA will provide $792,386 in funds for flood control related projects. **Staff recommends approval.-** **MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

i. **Authorization to Enter into a Professional Auditing Service Agreement with Forvis, LLP**

The current 5-year service agreement with the audit firm, Baker Tilly, expired with the completion of the fiscal year 2022-2023 audit. After thorough discussion, staff is confident that Forvis, LLP will be able to provide the full services requested in the RFP. **Staff recommends approval of the agreement with Forvis, LLP for a total contract cost of $404,500.00-** **MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

j. **Approval to Enter into Authorization for Services Agreement No.8 with C&S for Design, Bidding and Construction Management Services for PAPI Replacement**

This item is proposed for the City Council to approve Authorization of Services (AoS) No.8 for C&S Engineering to conduct design, bidding, and construction management services for replacing the Precision Approach Path Indicators (PAPIs) at the Kingman Municipal Airport. The current PAPIs have exceeded their useful life span, and as outlined in the 2021 Airport Master Plan, each system near the approach end of each runway will need to be replaced. **Staff recommends approval.-** **MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

k. **Approval to Purchase the G2 Fire Station Alerting System and Transfer Budget Appropriations Between Funds**

The Department is seeking approval for the purchase of a G2 Fire Station Alerting System for Dispatch in the amount of $58,203.65 and for Fire Station #22 in the amount of $87,893.41, the total for both is $146,097.06. Please note that the taxes listed on the quote are estimated and may change slightly once the quote is accepted. This project is approved in the FY2023-24 Adopted Budget and 5-Year Capital Improvement Plan. It will require a transfer of budget appropriations from the Capital Projects Fund to the Dispatch Center Fund in the amount of $58,204. **Staff recommends approval. -** **MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

l. **Adoption of Ordinance No. 1956 - Request to Amend Ordinance No. 1945**
Ordinance 1945 was adopted by Council on September 6, 2022 to approve the rezone of Shangri La Estates from R-R to R-1-10. Staff is requesting the adoption of Ordinance 1956 in order to clarify and amend Section 1 of Ordinance 1945 allowing the waiver of the required depth to width ratio of 3:1 for new lots in the subdivision. All other R-1-10 standards will be applied including minimum lot sizes and setbacks. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 5-0 WITH VICE MAYOR SAMMELI ABSTAINING.**

m. **Acceptance of Public Utility Easement for APN 304-08-078 for Sewer Extension**

The property owner Paul Wassell at APN 304-08-078 would like to extend sewer to his property. In order to extend the sewer line to this parcel, a Public Utility Easement (PUE) will need to be granted. Mr. Wassell has agreed to grant the City a PUE along the East 10 feet of lot 7 at no cost to the City. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

4. **OLD BUSINESS**

5. **NEW BUSINESS**

a. **PUBLIC HEARING – Select a Project and Approve Resolution No. 5497 Authorizing Submission of an Application for the FY24 AZ Department of Housing CDBG Regional Account Fund**

The City of Kingman is eligible for and intends to apply to the Arizona Department of Housing (ADOH) for FY2023-24 Community Development Block Grant (CDBG) Regional Account funds in the amount of $817,905 to undertake one of the three identified housing and community development activities submitted for consideration. As required by ADOH and CDBG regulations, the City Council must conduct this public hearing to solicit comments on the identified activities. Residents were provided instructions on how to submit written comments prior to this public hearing. Any comments or suggestions received at this time will be taken into consideration. **Staff recommends City Council select one of the three identified activities, approve the identified activity for the FY24 CDBG regional account application, pass and adopt Resolution No. 5497 authorizing the submission of the application, and authorize the Mayor to sign applicant certification, disclosure report and any other grant documents.- MOTION TO APPROVE SUBMITTING THE JERRY AMBROSE VETERANS COUNCIL PROJECT FOR THE FY24 CDBG FUNDING WAS PASSED BY A VOTE OF 6-0.**

b. **Consideration of Change Order #1 from Perco Rock Company for drainage at the Eastern Street Improvement Phase I ENG21-0001**

This is a change order to add a drainage swale needed to intercept runoff from Lomalai Street that was not accounted for in the original design of the project. This change order will add an additional $144,500 bringing the project total to $4,128,910.40. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

c. **Consideration of Change Order #2 from Perco Rock Company for a roadway bypass at the Eastern Street Improvement Phase I ENG21-0001**

This is a change order to do a roadway bypass to utilize the City's right of way within the Serena Grace Meadows subdivision at the Southeast corner of Eastern Street and Calumet Street. This change order will add an additional $31,394 bringing the project total to $4,160,304.40. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

d. **Acceptance of Temporary Construction and Roadway Easement**

Agreement for Eastern Street Improvement Phase I

This is a temporary construction and roadway easement agreement between High Desert Land Development, LLC. and the City of Kingman to allow for a detour of Eastern Street and prevent a hard closure during the Eastern Street Improvement Phase I. Once construction for the new Eastern alignment is complete, this easement will also terminate. **Staff recommends approval.- MOTION TO APPROVE WAS PASSED BY A VOTE OF 6-0.**

e. *AMENDED* Report of Funding Issues for Local Shelters

Staff was made aware of funding issues our local shelters are facing due to a halt in funding from the Arizona Housing Coalition. The affected shelters are the Cornerstone Mission Shelter, the Kingman Aid to Abused People Shelter and the Arizona Youth Partnership. It has been communicated that the funding will be provided, there is just a halt in the payments at this time. **Staff seeks Council direction in working with the three agencies.- DIRECTION WAS GIVEN FOR STAFF TO WORK WITH THE CITY LOBBYIST AND TO UTILIZE THE CITY GRANT WRITER TO LOOK FOR ADDITIONAL FUNDING OPPORTUNITIES.**

6. DEPARTMENT REPORTS

a. Legislative Update

b. 2023 KPD Annual Report

c. Kingman Municipal Court Initiatives and Programs

d. Homeowners Association as a Tool for Neighborhood Maintenance

e. Rancho Santa Fe TI Update

7. ANNOUNCEMENTS BY MAYOR, COUNCIL MEMBERS, CITY MANAGER

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

8. COUNCIL REQUESTS FOR FUTURE REPORTS AND UPDATES

ADJOURNMENT- VICE MAYOR SAMMELI ADJOURNED THE MEETING AT 8:10 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.

AUTHORIZATION FOR SERVICES NO. 8
KINGMAN MUNICIPAL AIRPORT

DESIGN, BIDDING AND CONSTRUCTION MANAGEMENT SERVICES FOR PAPI REPLACEMENT

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 1st day of January, 2019, 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 and providing bidding and construction management services for the PAPI Replacement 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 $144,877.00. Partial payments shall be made to the CONSULTANT throughout the project based on approved monthly invoices detailing the portion of each work task that is complete.

The CONSULTANT shall not proceed with the services of work until written authorization in the form of a Notice to Proceed is received from the CITY.

ARTICLE III TIME OF PERFORMANCE

The services of the CONSULTANT described in Schedule A are to commence on written notice to proceed and shall be completed within 1 year from the date of notice, exclusive of agency reviews.

Binding Upon Successors: This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns and legal representatives.

SPONSOR

City of Kingman

By: _____

Title: Mayor-Vice

Date: 5/7/24

CITY OF KINGMAN INCORPORATED 1952 ARIZONA

CONSULTANT

C&S Engineers, Inc.

By: _____

Title: Managing Engineer

Date: 1/9/2024


CITY OF KINGMAN
INCORPORATED
1952
ARIZONA

SCHEDULE A

SCOPE OF SERVICES

Project Title: **PAPI Replacement (Design and Construct) - Grant Number E2S4U 01C**
Airport Name: **Kingman Municipal Airport**
Services Provided: **Design, Bidding and Construction Management**

Project Description:
The Consultant shall provide design, bidding, and construction management services for the PAPI Replacement Project (the "Project"). This project includes the replacement of the existing Precision Approach Path Indicators for both runways to include the PAPI control unit, cable and any other components deemed unfit, and the installation of new LED Precision Approach Path Indicator systems. The benefits of new LED technology include requiring less energy to create the same light output and extending the life of the PAPI lamps from 2,000 hours to at least 40,000 hours. The Project will be performed by the City with grant assistance from the Arizona Department of Transportation (ADOT).

Services to be provided by the Consultant include civil and electrical engineering, bidding services, construction observation, and design support services during construction as required to accomplish the following items ("Basic Services"):

PROJECT ADMINISTRATION PHASE
The Consultant shall aid the City by acting as its liaison and Project coordinator with ADOT during the Project's design. In addition, the Consultant shall assist the City 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 of Categorical Exclusion environmental document, and agency coordination.
2. During the Design Phase, to aid the City by acting as its liaison and Project coordinator with the funding agencies.
3. Preparation of reimbursement request packages; coordination of their execution by the City; and submission to the funding agencies.
4. Coordination- Consultant shall provide continued project coordination so that project milestones are met for each phase of work included in this contract. Phases of design may be delayed by the agency review process.

SCHEMATIC DESIGN PHASE
The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The Consultant will evaluate alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the City, to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction. Perform a preliminary Project site inspection to further familiarize the design team with Project areas, and identify potential issues to be addressed during design.

2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Acquire the necessary topographic and utility data for, the Project site, including related office computations and drafting.
4. Develop schematic designs, including preliminary layouts
5. Identify required existing utility data, and Investigate existing electrical system capacities and perform preliminary check of electrical power distribution and control systems. Schedule investigations to minimize interference with airport and tenant operations. Coordinate schedule with City and supervise programs at the Project site as necessary.
6. Develop an outline of general and preliminary technical specifications FAA AC 150/5370-10 or other sources as applicable.
7. Prepare schematic opinion of probable construction costs for each major element of the Project.
8. Develop a draft construction safety phasing plan (CSPP) that endeavors to limit interference by the Project's construction with airport and tenant operations.
9. Perform an internal quality control review on schematic design documents.
10. Submit schematic design to the City and ADOT for their review.
11. Schedule and conduct a schematic design review meeting with the City to review the schematic design.

PRELIMINARY DESIGN PHASE

The services to be performed during this Phase consist generally of services required to furnish the City with a set of Preliminary Plans, Engineer's Report, and estimate of probable project cost.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize specific requirements and updates based on information learned during schematic design phase and site investigation.
2. Develop preliminary PAPI electrical plans, including cable circuitry requirements. Using information from Investigation of existing electrical system and power distribution and control systems.
3. Update draft Construction Safety and Phasing Plan based on preliminary design.
4. Update General Specifications, and prepare written Technical Specifications for all construction materials and installations.
5. Update opinion of probable construction cost to reflect the outcomes of preliminary Project design.
6. Update written design report documenting items such as design concepts, assumptions, and alternative designs to be consistent with final design.
7. Prepare preliminary contract drawings (approximately 75% complete) providing sufficient detail for review of design concepts by the City, FAA and ADOT.
8. Perform an internal quality control review on all design documents.
9. Submit preliminary design documents to the City, FAA and ADOT, for their review and comment.
10. Schedule and conduct a preliminary design review meeting to discuss and resolve comments.

FINAL DESIGN PHASE (100%)

The services included under this Phase shall generally consist of services required to furnish the City 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 City, 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 City, and ADOT and a complete set of bid documents will be furnished to the City. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety and Phasing Plan will be included as part of the Contract Documents.

The specific services to be provided or furnished for this Phase of the Project are the following:

11. Prepare final Contract Drawings. providing sufficient detail for review of design concepts by the City and ADOT.
12. Finalize General Specifications
13. Finalize written Technical Specifications for all construction materials and installations.
14. Finalize CSPP and include in Specifications and on the Contract Drawings.
15. Prepare final opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
16. Finalize design report to be consistent with the final design.
17. Perform final internal quality control review on all design documents.
18. Submit both the construction safety phasing plan and 7460 form electronically to the FAA.
19. Submit draft final documents to the City, FAA and ADOT for final review and comment.
20. Schedule and conduct draft final review meeting with the City to discuss and resolve final comments.
21. Reproduce and submit sufficient copies of bid documents to City for bidding purposes. Bid documents shall consist of the Contract Drawings and Specifications.

BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when the City 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 City 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 City 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 a pre-bid conference if requested by the City and advise the City on matters relating to design. Prepare meeting minutes of the pre-bid conference.
4. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon the City's approval.
5. Upon receipt of bids, perform bid reviews. The bid review shall include items such as check of the contractor's bid extensions, license, bid security, execution of bid, non-collusive bidding 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.

6. Prepare final bid tabulation, recommendation/rejection of award to the City, and a sample award letter.
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 City; coordinate City's execution of the contract; and assist in distributing electronic copies of executed contracts.
8. Coordinate Notice to Proceed (NTP) for construction. Contact ADOT for permission to issue NTP. Prepare a sample NTP letter for the City to send to the contractor.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by an Inspector and supporting staff who will also:

1. Maintain a Project record in accordance with requirements of ADOT for aviation capital projects.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the City as to their acceptability.
3. Observe the work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the work. Neither the activities of the inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve the Contractor nor make the Consultant responsible for the Contractor's obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Attend and conduct weekly construction progress meetings, and final inspection of the completed Project.
5. Prepare and submit inspection reports of construction activity and problems encountered as required by the City and ADOT
6. Prepare, review, and approve payments to Contractor(s).
7. The Construction Observer will assist the City and Contractor with regards to construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

CONSTRUCTION ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the work by the contractor retained by the City to construct the Project ("Contractor") to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the Consultant shall aid the City by acting as its liaison and Project coordinator with ADOT during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the City during construction, including holding a pre-construction conference, weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute meeting minutes of all meetings.
2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as

construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.

3. Review alternative construction methods proposed by the Contractor and advise the City of the impact of these methods on the schedule and quality of the Project.
4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the City in resolving contractor claims and disputes.
5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the City when necessary.
6. Furnish the City one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the Inspector based upon Contractor-provided As-Built information.
7. Prepare reimbursement request packages and coordinate their execution by the City.
8. Assist the City with FAA coordination for a certification flight check of the newly installed PAPI's. The cost for the FAA flight check is excluded from this scope of work.
9. Conduct final inspections of the completed Project with the City's airport personnel, ADOT and the Contractor.
10. Issue certificates of construction completion to the City and ADOT.
11. Perform an orderly closeout of the Project as required by the City and ADOT.

END OF SCHEDULE A

C&S COMPANIES

CONSULTING/ENGINEERING COST SUMMARY SCHEDULE "B"

PROJECT NAME:	PAPI Replacement Project	DATE:	October 2023
PROJ DESCRIPTION:	Design, Bidding & Construction Administration/Observation	A/E:	C & S Engineers, Inc.
CLIENT:	City of Kingman	C&S PROJECT NO:	K3200_00_
CLIENT MANAGER:	Doug Breckenridge	PROJECT MANAGER:	R Behm

I. DIRECT SALARY , OVERHEAD & PROFIT COSTS:

	TITLE	RATE OF PAY ($/HR)	@	HOURS		COST
A.	Grants Administrator	$ 116.00	X	$ 72.00	=	$8,352
B.	Senior Project Designer	$ 166.00	X	$ 216.00	=	$35,856
C.	Staff Engineer	$ 138.00	X	$ 56.00	=	$7,728
D.	Sr. Project Engineer	$ 188.00	X	$ 68.00	=	$12,784
E.	Managing Engineer	$ 239.00	X	$ 26.00	=	$6,214
F.	Senior Inspector	$ 154.00	X	$ 106.00	=	$16,324
G.	Construction Supervisor	$ 197.00	X	$ 16.00	=	$3,152

TOTAL ESTIMATE OF LABOR: **$90,410.00**

II. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	type in miles here						
	480	mile* @	6	Trip(s) @	$0.625	=	$1,800.00	
B.	PER DIEM (Proportional Meals):							
	6	DAYS @	1	PERSON @	$35.00	=	$210.00	
C.	RENTAL CAR (and gas):							
	30	DAYS @	1	PERSON @	$119.00	=	$3,570.00	
D.	PER DIEM:							
	30	DAYS @	1	PERSON @	$212.00	=	$6,360.00	

TOTAL ESTIMATE OF DIRECT EXPENSES: **$11,940.00**

III. SERVICES BY OTHERS:

A.	Electrical Design, Bidding, and CA assistance (CRE)	$42,527.00
	TOTAL SERVICES BY OTHERS:	**$42,527.00**

IV. TOTALS:

TOTAL LUMP SUM DESIGN, BIDDING & CONSTRUCTION ADMINISTRATION/OBSERVATION SERVICES : **$144,877.00**

C&S ENGINEERS, INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

PROJECT: PAPI Replacement Project
SERVICES: Design, Bidding & Construction Administration/Observation
CLIENT: City of Kingman
CLIENT MGR: Doug Breckenridge

CONT NO.	PHASE NO.	TASK	Grants Administrator	Senior Project Designer	Staff Engineer	Sr. Project Engineer	Managing Engineer	Senior Inspector	Construction Supervisor	TOTAL LABOR HOURS	TOTAL LABOR	DIRECT COSTS	SERVICES BY OTHERS	TOTALS
		RATE	*$ 116.00*	*$ 166.00*	*$ 138.00*	*$ 188.00*	*$ 239.00*	*$ 154.00*	*$ 197.00*					
		Project Administration	16	16		8	4			44	$ 6,972	$ -	$ -	$6,972.00
		Preparation or update of Categorical Exclusion (CATEX)	2	4						6	$896			$896.00
		Project Management	2	8		4	4			18	$3,268			$3,268.00
		Project Coordination - Includes coordination with City and funding agencies.	4	2		2				8	$1,172			$1,172.00
		Preparation of reimbursement request packages	8	2		2				12	$1,636			$1,636.00
		Schematic Design (30%)		48	16	4				68	$ 10,928	$ -	$ 6,858	$17,786.00
		SBO Effort ($)											$6,858	$6,858.00
		Pre-Design Kickoff Meeting and Site Visit		12						12	$1,992			$1,992.00
		Acculre and review record drawings andexisting utility data (coordination)		4						4	$664			$664.00
		Develop schematic layout of the edge lighting fixtures and guidance signs (coordination)		4						4	$664			$664.00
		Prepare Schematic Contract Drawings		4	6					10	$1,492			$1,492.00
		Prepare Schematic General and Technical Specifications		4	6					10	$1,492			$1,492.00
		Prepare Schematic Design Report		4	4					8	$1,216			$1,216.00
		Quality Control Review and Revisions		4		4				8	$1,416			$1,416.00
		Schematic Design Review Meeting (comb. w/ Site Inspections to verify conditions)		12						12	$1,992			$1,992.00
		Preliminary Design (75%)		40	8	4				52	$ 8,496	$ -	$ 10,286	$18,782.00
		SBO Effort ($)											$10,286	$10,286.00
		Finalize specific requirements and updates based on observed site conditions		6						6	$996			$996.00
		Update general specifications and prepare written technical specifications		8	4					12	$1,880			$1,880.00
		Update Design Report		6	4					10	$1,548			$1,548.00
		Prepare Draft Final Contract Drawings		8						8	$1,328			$1,328.00
		Quality Control Review and Revisions				4				4	$752			$752.00
		Submit Draft Final Documents for Review		2						2	$332			$332.00
		Draft Final Review Meeting		10						10	$1,660			$1,660.00
		Final Design (100%)		28	16	8	4			56	$ 9,316	$ -	$ 5,715	$15,031.00
		SBO Effort ($)											$5,715	$5,715.00
		Finalize general specifications and written technical specifications		2	4	2				8	$1,260			$1,260.00
		Finalize Opinion of Probable Construction Costs		4	4					8	$1,216			$1,216.00
		Finalize Design Report		2	4	2				8	$1,260			$1,260.00
		Prepare Final Contract Drawings		6	4	2				12	$1,924			$1,924.00
		Quality Control Review and Revisions		4		2	4			10	$1,996			$1,996.00
		Final Review Meeting		10						10	$1,660			$1,660.00
		Bidding Services	16	8		4	2			30	$ 4,414	$ -	$ 1,980	$6,394.00
		SBO Effort ($)											$1,980	$1,980.00
		Assist Sponsor with Advertisement		2						2	$332			$332.00
		Respond to Bidder Questions		1		2				3	$542			$542.00
		Conduct Pre-Bid Meeting		3						3	$498			$498.00
		Prepare Addenda	2	2						4	$564			$564.00
		Prepare Bid Tabulation	4							4	$464			$464.00
		Perform Bid Review	6			1				7	$884			$884.00
		Prepare Recommendation of Award	4			1	2			7	$1,130			$1,130.00
		Construction Observation		40				86	8	134	$ 21,460	$ -	$ -	$21,460.00
		Effort (hrs)		40				86	8	134	$21,460			$21,460.00
		Construction Administration (Including Project Closure)	40	36	16	40	16	20	8	176	$ 28,824	$ -	$ 17,688	$46,512.00
		SBO Effort ($)											$17,688	$17,688.00
		Effort (hrs)	40	36	16	40	16	20	8	176	$28,824			$28,824.00
		Direct Expenses									$ -	$ 11,940	$ -	$11,940.00
		Total										$11,940.00		$11,940.00
		All Tasks Total	72	216	56	68	26	106	16	560	$ 90,410	$ 11,940	$ 42,527	$144,877.00

SCHEDULE C
FEE BREAKDOWN

Task 1.0	Project Administration (Lump Sum Basis)	$6,972.00
Task 2.0	Schematic Design (30%) (Lump Sum Basis)	$17,786.00
Task 3.0	Preliminary Design (75%) (Lump Sum Basis)	$18,782.00
Task 4.0	Final Design (100%) (Lump Sum Basis)	$15,031.00
Task 5.0	Bidding Services (Lump Sum Basis)	$6,394.00
Task 6.0	Construction Observation (Lump Sum Basis)	$39,148.00
Task 7.0	Construction Administration (Lump Sum Basis)	$28,824.00
Task 8.0	Direct Expenses	$11,940.00
	TOTAL LUMP SUM FEE	**$144,877.00**

SCHEDULE D

ADDITIONAL SERVICES

Additional and hourly services, as requested, will be provided at the following current billing rates:

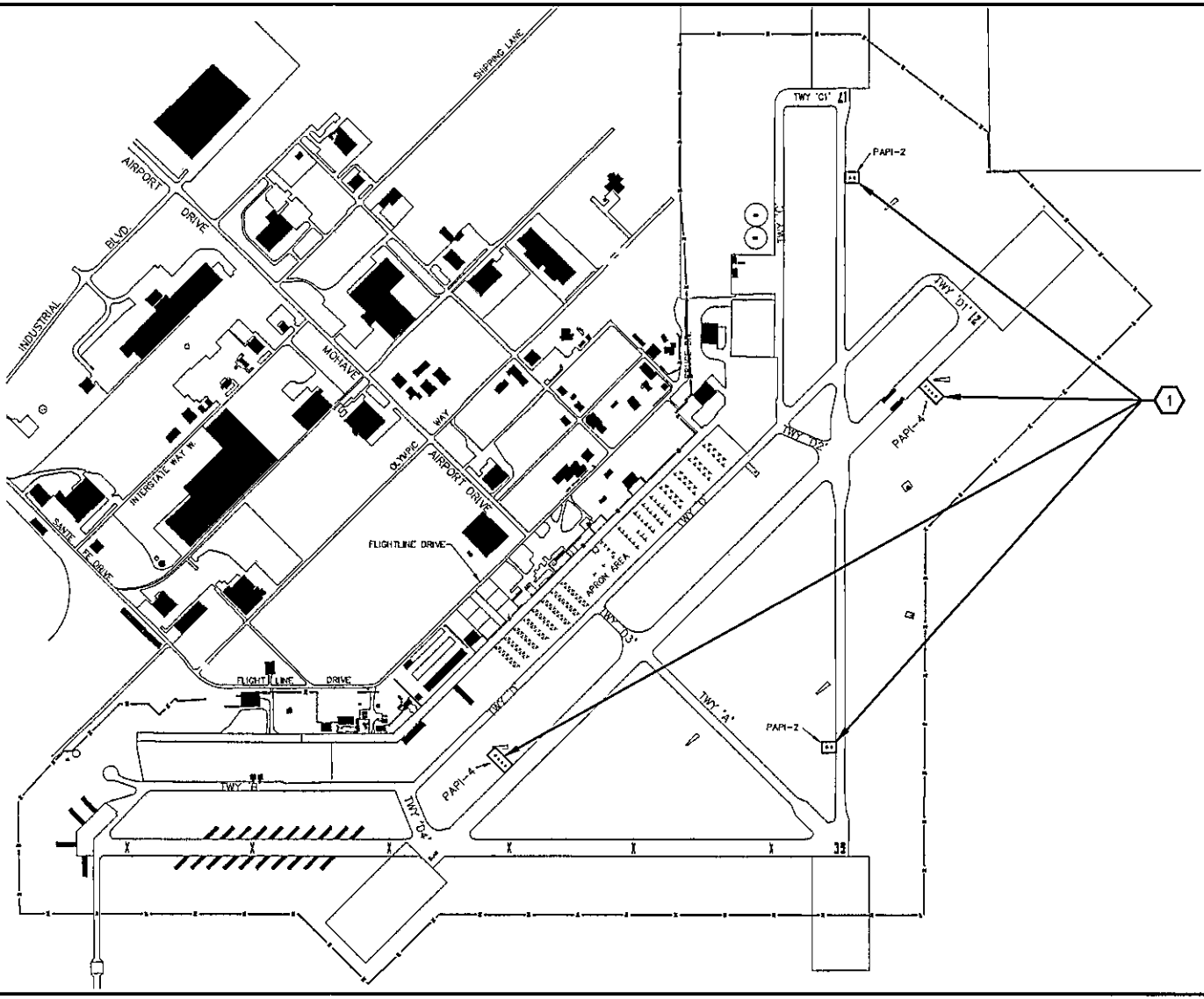
C&S FEE SCHEDULE

Classification	Hourly Rate
Principal in Charge	$250.00
Managing Engineer	$239.00
Senior Project Engineer	$188.00
Staff Engineer	$138.00
Senior Project Designer	$166.00
Grants Administrator	$116.00
Administrative Assistant	$ 96.00
Construction Supervisor	$197.00
Senior Inspector	$154.00
Per Diem (overnight)	$212.00
Other Expenses (Prints, Copies, etc.)	Cost Plus + 10%

KINGMAN AIRPORT

AIRPORT CAPITAL IMPROVEMENT PROGRAM

ACIP FY 2022



LEGEND

C&S COMPANIES

■ (1) DESIGN AND CONSTRUCT PAPI REPLACEMENT

PREPARED: 8/2019 (FY 2022)

CONSULTANT AGREEMENT
AIRPORT ENGINEERING, ARCHITECTURAL DESIGN AND CONSTRUCTION MANAGEMENT
KINGMAN MUNICIPAL AIRPORT & INDUSTRIAL PARK

This CONSULTANT AGREEMENT (this "Agreement") is entered into as of Nov 14, 2019 by and between the City of Kingman, an Arizona municipal corporation (the "CITY") and C&S Engineers, Inc., a New York corporation (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 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. Conferring with the Kingman Municipal Airport & Industrial Park 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.

CONSULTANT AGREEMENT
AIRPORT ENGINEERING, ARCHITECTURAL DESIGN AND CONSTRUCTION MANAGEMENT
KINGMAN MUNICIPAL AIRPORT & INDUSTRIAL PARK

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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. Conferring with the Kingman Municipal Airport & Industrial Park 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. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural, engineering and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications and cost estimates.
5. 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 the Kingman Municipal Airport & Industrial Park in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts and preparing contract documents.
2. Onsite construction inspection and/or management involving the services of a part-time or full-time resident engineer(s), inspector(s) or manager(s) during the construction or installation phase of a project.
3. Providing consultation and advice to the Kingman Municipal Airport & Industrial Park during all phases of construction.
4. Representing the Kingman Municipal Airport & Industrial Park at preconstruction conferences.
5. Inspecting work in progress periodically and providing appropriate reports to the Kingman Municipal Airport & Industrial Park.
6. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept.
7. Reviewing, analyzing and approving laboratory and mill test reports of materials and equipment.
8. Preparing and negotiating change orders and supplemental agreements
9. Observing or reviewing performance tests required by specifications.
10. Preparation of as-constructed plans.
11. Determining amounts owed to contractors and assisting Kingman Municipal Airport & Industrial Park in the preparation of payment requires for amounts reimbursable from grant projects.
12. Making final inspections and submitting a report of the completed project to the Kingman Municipal Airport & Industrial Park.

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 report.
2. Detailed mills, shop and/or laboratory inspections of materials and equipment.
3. Land surveys and topographical maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Special environmental studies and analyses.
7. Expert witness testimony in litigation involving specific projects.
8. Project feasibility studies.
9. Public information and community involvement surveys, studies and activities.
10. Assisting the Kingman Municipal Airport & Industrial Park in the preparation of necessary applications for local, State and Federal grants.
11. Preparation of or updating the airport layout plan.
12. Preparation of property maps.
13. Preparation of quality control plan.
14. 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 Runway 3-21 Pavement Rehabilitation
2. Design and Construct Taxiway B Reconstruction
3. Design and Construct Transient Apron Pavement Rehabilitation
4. Design and Construct Airfield Access Control System and Gate Improvements
5. Design and Construct Dross Site Pavement reconstruction
6. Design and Construct Aircraft Wash Rack and Maintenance Bays
7. Design and Construct Airport Terminal Building
8. Design and Construct Corner Apron Pavement Reconstruction
9. Design and Construct Airfield Lighting, Signs, and NAVAIDS
10. Design and Construct Runways, Taxiways, and Ramp Improvements (Non AIP eligible for projects not listed on ACIP)
11. Design and Construct Airfield Flood Control and Drainage Improvements (Non AIP eligible for projects not listed on ACIP)
12. Design and Construct Airfield Access Roads (Non AIP eligible for projects not listed on ACIP)
13. Design and Construct Aircraft Hangar Construction and/or Relocation (Non AIP eligible for projects not listed on ACIP)
14. 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

This Agreement for Airport Engineering/Architectural Design and Construction Administration services will be valid for a period of three (3) calendar years (the "Initial Term") commencing on the date of this Agreement ("the Commencement Date") and expiring on the third (3rd) anniversary thereof. This Agreement may be renewed for two (2) additional one (1) year terms, commencing on the third (3rd) and fourth (4th) anniversaries of the Commencement Date, respectively, if both parties give written consent to such renewal. 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. On or as soon as practicable after the first day of each month, CONSULTANT shall prepare and submit to CITY an invoice covering cost incurred during the previous month based on an estimate of 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 insurance Public Liability and Property Damage insurance in an amount not less than one million ($1,000,000.00) dollars per occurrence and Architect's and/or Engineer's Professional Liability insurance in an amount not less than one million ($1,000,000.00) dollars. Excepting the Professional Liability Coverage, insurance certificates shall name both the CONSULTANT and the CITY as insureds.

5.2 Workers' Compensation Insurance. If CONSULTANT employs anyone who is required by law to be covered by workers' compensation insurance, CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT'S employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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 Western Technologies, Inc., Premier Engineering Corporation, CR Engineers, DWL Architects + Planners, Inc., Shephard-Wesnitzer, Inc., 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.

ARTICLE 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 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.

14.6 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 Companies whose address is 9200 E. Pima Center Parkway, Suite 240, Scottsdale, Arizona 85258, 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.

11/14/19
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

Jan 18, 2019
DATE

CONSULTANT:

Lance R. McIntosh, P.E.
Managing Engineer

11/14/19
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 Companies (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 exceeds $150,000.

7. 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.

8. 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.

9. 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.

10. 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*).

11. 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.

12. 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.

13. 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.

14. 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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

C&S Engineers, Inc.
2575 E Camelback Rd
Suite 740
Phoenix, AZ 85016
P: (602) 997-7536
F: (602) 997-7592
www.cscos.com

March 18, 2024

Mr. Doug Breckenridge
Airport General Manager
City of Kingman
7000 Flightline Drive
Kingman, Arizona 86401

Re: General Engineering Services Agreement – Renewal

Dear Doug,

As of November 14th, 2023, our General Engineering Services Agreement entered its renewal period. As per the original contract dated November 14th, 2019, we were initially contracted for three years, with the option to renew annually for an additional two years. We are requesting an extension to our contract through November 13th, 2024. If this is acceptable to you, please send us the appropriate contract paperwork to implement this extension.

Please give me a call if you have any questions.

Sincerely,

C&S Engineers, Inc.

Lance R. McIntosh, P.E.
Department Manager

AMENDMENT NO. 1
AUTHORIZATION FOR SERVICES NO. 8
KINGMAN MUNICIPA AIRPORT

DESIGN, BIIDDING AND CONSTRUCTION MANAGEMENT FOR PAPI REPLACEMENT

GENERAL AIRPORT ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF KINGMAN AND C&S ENGINEERS, INC.

THIS AMENDMENT is executed this ___ day of _____2025, by and between:

CITY OF KINGMAN
7000 Flightline Drive a
Kingman, AZ 86401

hereinafter referred to as the **CITY**

AND:

C&S Engineers, Inc.
2575 E. Camelback Rd, Suite 740
Phoenix, AZ 85016

hereinafter referred to as the **CONSULTANT**

For the purpose of amending the **"Design, bidding and construction Management services for PAPI Replacement"** executed May 5, 2024, the City and the Consultant do hereby mutually agree to extend the time of performance by an additional one (1) year in order to complete projects included in the original Authorization of Services.

As a result, **ARTICLE III, Time of Performance** shall be modified as follows.

The services of the Consultant described in Schedule A are to commence on written notice to proceed and shall be completed within 2 years from the date of notice, exclusive of agency reviews.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

FOR THE CITY:
CITY OF KINGMAN, ARIZONA

By:_____
Tim Walsh, City Manager

FOR THE CONSULT ANT:
C&S ENGINEERS, INC.

By:_____
Lance McIntosh, Project Manager

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Mike Meersman
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Approval of WACOG Use Agreement for 601 Van Buren Street Facility and Off Street Parking

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SUMMARY:
Western Arizona Council of Governments' (WACOG) a non profit public organization is requesting to renew a five (5) year use agreement allowing WACOG to occupy a site at Cecil Davis Park, located along the 601 Van Buren Street Kingman, AZ 86401 frontage, between Lillie Ave and the Park's off street parking lot to operate a Head Start preschool program for One Dollar ($1.00) per year.

FISCAL IMPACT:
There is minimal fiscal impact to the General Fund.

STAFF RECOMMENDATION:
Staff Recommends approval.

SUGGESTED MOTION:
Staff recommends approval of the Use Agreement with WACOG.

ATTACHMENTS:
BMD AND HUBBS EXPIRES 032030.pdf

USE AGREEMENT

This Agreement was made and entered into on the ___ day of _____, 2025, between the CITY OF KINGMAN (CITY), a municipal corporation of the State of Arizona, and Western Arizona Council of Governments (WACOG), a non-profit public organization organized under the laws of the State of Arizona.

The CITY has determined that it is in the best interest of the citizens of the CITY to enter into a Use Agreement allowing WACOG to occupy a site at Cecil Davis Park, located along the Van Buren Street frontage, between Lillie Avenue and the Park's off-street parking lot, and operate a Head Start preschool program.

COVENEANTS AND CONDITIONS

1. PROPERTY.
   The property is described as _____.

2. TERM
   This agreement shall be in effect upon approval of the Mayor and Council and the affixation of signatures. The agreement shall remain in full force and effect for five (5) years. This agreement shall renew automatically for a like term unless either party sends notice of intent to not renew at least one hundred eighty (180) days in advance.

3. RATE
   The City hereby agrees to allow WACOG to occupy and operate this facility for One Dollar ($1.00) per year for valuable consideration for the entire term of this agreement. WACOG may consider this utilization as "in-kind" contribution up to the Fair Market Value.

4. MANAGEMENT AND CONSTRUCTION
   a. The CITY hereby agrees to allow WACOG to occupy the aforementioned facility for the purpose of operating preschool program.

   b. WACOG hereby agrees to maintain, manage and operate the aforementioned facility for the purpose of operating a preschool program. This facility shall not regularly be used for sectarian or partisan purposes or any commercial purposes other than the uses specifically noted herein.

   c. WACOG will comply with all local, state and federal rules, laws and regulations in the operation and maintenance of the facility. WACOG will provide all property, and liability insurance for the property and buildings.

   d. WACOG shall be responsible for all costs incurred in the operation and maintenance of the facility.

   e. The duty of the CITY under this agreement shall be to maintain ownership of the subject property for the entire period of this agreement. The City will sign and provide to WACOG an in-kind statement of their fair market rental value.

5. TRANSFERABILITY
   WACOG shall not transfer or assign, any of the rights contained in this agreement nor any of the privileges hereunder without first obtaining the written consent of the CITY.

6. UTILITIES
WACOG shall promptly pay all monthly charges for utility services incurred in its operation of the premises under this agreement such as, but not limited to, electricity, natural gas, water and telecommunications.

7. USES PROHIBITED
WACOG shall not permit the premises to be used for any purpose other than the activities associated with the operation of the WACOG programs without prior written consent of the CITY.

8. CARE OF PREMISES
During the term of this agreement, WACOG shall at all times keep the premises, the walkways, parking areas and lot adjacent to the building, free of all junk, debris and rubbish and shall not commit or suffer to be committed any waste on the property or any nuisance and shall not be in violation of any laws, statutes or regulations whether State, Federal or Municipal including zoning laws and regulations and in addition, shall maintain all necessary licenses and permits to carry on the business of early childhood educational programs in Kingman. WACOG shall keep the premises clean, safe and orderly while using the facility. WACOG will be held fully and solely responsible for any damages to the property caused by WACOG upon discovery and/or termination of this agreement.

9. IMPROVEMENTS
WACOG shall, upon prior written approval of the CITY, have the right to make any alterations, improvements or changes to the property which may be necessary to carry out the purposes of this agreement. Upon termination of this agreement, all improvements or alterations made at the facility or on the property shall remain intact and shall become the property of the CITY.

10. PARTY RESPONSIBILITIES
The CITY shall be responsible for maintaining ownership of the property. WACOG will be responsible for carrying out the requirements set forth in this agreement to operate a preschool program. WACOG will be responsible for all costs associated with the alteration of the facility to accommodate the operation for the WACOG programs.

11. COMPLIANCE WITH LAWS
WACOG shall comply with all laws governing the State of Arizona in the validity, performance and enforcement of this agreement. WACOG shall obtain the necessary conditional use permit and any other permits necessary from the City of Kingman, Mohave County, and/or State of Arizona to operate any Head Start programs.

12. LIABILITY INSURANCE
To the fullest extent permitted by law, WACOG shall indemnify, defend and hold harmless the City of Kingman, its agents, its officers, officials and employees (collectively, the "Indemnified Parties"), from liabilities, damages, losses and costs, including reasonable attorney fees and court costs relating to or arising out of this Contract, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of WACOG or any such contractor, subcontractor or design professional or other persons employed or used by WACOG or any such contractor, subcontractor or design professional in the performance of the Contract or subcontract.

WACOG shall secure worker's compensation and unemployment insurance as well as public liability and property damage insurance in which the CITY shall be named as additional insured with WACOG. Such insurance shall be maintained in full force and effect during the term of this agreement. The insurance shall protect the CITY against any and all liability for death, injury or damage and shall be for not less

than the amount of ONE MILLION dollars for any one occurrence. Copies of all such policies of insurance shall be delivered to the CITY upon execution of this agreement and on not less than an annual basis thereafter. The amount of said insurance shall not be deemed a limitation of WACOG's agreement to save and hold the CITY harmless and, if the CITY becomes liable for an amount in excess of the insurance, WACOG will save and hold the CITY harmless for the whole thereof.

13. INSPECTION OF PREMISES
To the extent necessary to protect the rights and interests of the CITY, or to investigate compliance with the terms of the agreement, the CITY and their agents shall, at any reasonable time, have the right to inspect the premises together with any structures or improvements thereon.

14. WAIVER OF PERFORMANCE
The failure of the CITY to take action with respect to any breach of this agreement shall not be deemed to be a waiver of any of the CITY's rights hereunder.

15. ATTORNEY FEES
The costs including reasonable attorney fees, of any action brought to enforce any of the terms and provisions of this agreement, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this agreement.

16. NOTICES
Any notice desired or required to be served by either party to the other may be served by sending notice in registered United States mail, postage prepaid, addresses as follows:

City Manager
City of Kingman
310 N. 4th Street
Kingman, Arizona 86401

Executive Director
Western Arizona Council of Governments
1235 S Redondo Center Drive
Yuma, Arizona 85365

17. REVERSION OF THE FACILITY
This WACOG facility must be used only for the purpose stated and agreed to in this agreement. If the purpose/use is changed, WACOG will provide the CITY with 180 days' notice of termination of the use of the facility.

18. TERMINATION
This agreement shall terminate upon occurrence of the following:

a. One hundred eighty (180) days written notification by either party to terminate the agreement with or without cause.

b. Upon WACOG's breach of any of the terms and conditions of this agreement and its failure to cure such breach within thirty (30) days after written notice of breach from the CITY.

c. This agreement may be terminated per ARS 38-511, Conflicts of Interest.

19. DISCRIMINATION
WACOG agrees to comply with all applicable provisions of Section 503 and 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1964, and all other State and Federal laws or regulations pertaining to discrimination in employment based upon race, age, color, religion, sex, national origin or handicap.

WACOG agrees not to discriminate in any manner against any individual who may seek services based on race, age, color, religion, gender, familial status, national origin or handicap.

IN WITNESS WHEREOF, this agreement is executed as of the day and year first above written.

For the City of Kingman, Arizona

Ken Watkins, Mayor

Attest:

Annie Meredith, City Clerk

Approved as to Form:

Carl Cooper, City Attorney

For Western Arizona Council of Governments

Brian Babiars, Director

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jason Moquin
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Resolution No. 5556- Approving SB24-0007 Final Plat, Southern Vista V, Tract 6048-H, Improvement Plans and Acceptance of a Property Escrow Trust Agreement

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SUMMARY:

SUMMARY: SB24-0007 a Final Plat, for Southern Vista V, Tract 6048, Phase H to create 40 single family residential lots on approximately 12.41 acres of land. The property is zoned Residential: Single-Family, 8,000 sq. ft. minimum lot size (R-1-8) and Residential: Single-Family, 20,000 sq. ft. minimum lot size (R-1-20). The subject property is located north of Hualapai Mountain Road and east of Yavapai Drive and includes APN 321-19-003J. (Applicant: Mohave Engineering Associates, Inc, for Pioneer Title Agency, LLC, Trustee under Trust 9320, property owner).

Previous Actions:

- 1982: Annexed and zoned R-R: Rural Residential.
- 1989: Whitehead Tract 1923, a subdivision of 40 acre was recorded.
- 1996: Rezoning from R-R to R-1-6-PDD (Planned Development District) and a preliminary subdivision plat for Desert Shadows Estates, Tract 1957 was approved.
- 1997: Rezoning and Approval of Tract 1957 overturned by a referendum of the voters.
- 1998: Rezoning from RR to R-1-8, R-1-10 and R-1-20 (Ordinances Nos. 1186, 1187, 1188, and 1189)
- 2006: Rezoning R-1-10 to R-1-8 and modified the R-1-20 zoning boundary (Ordinance No.1530)
- September 6, 2016: Southern Vista V, Preliminary Plat, Tract 6048 was approved (Resolution No. 5034) creating 275 lots on 72 acres to be developed over eight phases.

Final Plat phases:

- Phase A, containing 34 residential lots, was approved on July 5, 2017 by Resolution No. 5095.
- Phase B, containing 26 residential lots, was approved on June 19, 2018 by Resolution No. 5156.
- Phase C, containing 36 residential lots, was approved on September 4, 2018 by

Resolution No. 5165.
- Phase D, containing 24 residential lots, was approved on December 15, 2020 by Resolution No. 5324.
- Phase E, containing 34 residential lots, was approved on December 15, 2020 by Resolution No. 5325.
- Phase F, containing 28 residential lots, was approved on December 15, 2020 by Resolution No. 5326.
- Phase G was the last phase that was approved, containing 52 residential lots on February 1, 2022 by Resolution No. 5386.

Lotting:
This 12.41-acre phase of the subdivision results in a density of 3.23 lots per acre and conforms to the city's 2040 General Plan designations of Medium Density Residential, which allows 3-8 du/ac and a strip of Low Density Residential 1-2 dwelling units per acre on the eastern side of the property. The subdivision results in lots that range in area from 8,051 sq. ft. to 22,084 sq. ft, which exceeds the minimum lot areas of 8,000 sq. ft. prescribed by the R-1-8 and the minimum lot areas of 20,000 sq. ft. prescribed by the R-1-20 zoning designations within the project site.

Circulation:
This phase ties into the existing circulation network consisting of five internal street combined with the improvements of Tiffany Avenue, Steamboat Drive, and Whitehead Avenue which facilitate multiple points of access to the project site.

Drainage:
Drainage for this subdivision has been reviewed by Engineering and is in general conformance with the subdivision standards. Although recent amendments to the city ordinances were proposed and adopted, the project pre-dated these changes as this project has been under way since 2016 with this being the final phase of an 8-phase subdivision. It is for this reason, staff does recommend approval of the plat and specifically in this case, the acceptance of the retention basins as proposed.

Water and Sewer Facilities:
There are existing 8-inch water and sewer lines in Yavapai Drive and Whitehead Avenue adjacent to this site. Extensions will be required within all new rights-of-way created by the plat.

Financial Assurance:
The project proponent has offered a property escrow trust agreement to assure the completion of all required subdivision improvements. The agreement will allow the final plat to be recorded, but will not allow any individual lots to be sold until all required subdivision improvements are completed and accepted by the Council. This will need to occur within 24-months unless extended by Council resolution. All improvements are to be completed and accepted by the city prior to the assurance being released.

Conditions of Approval:
1. That the proposed final plat, final drainage report, and improvement plans for Southern Vista V, Tract 6048-H, located on property described as a Portion of Remnant Parcel 3 as shown on Plat found in Book 45, Record of Surveys, Page 26, in Section 20, T.21N., R.16W., of the G&SRM, Mohave County, Arizona, as shown in the attached Exhibit “A”,

is hereby approved.
2. That the assurance in the form of a property escrow agreement from Pioneer Title Agency Inc., as Trustee under Trust No. 9320, is hereby accepted.
3. That the required subdivision improvements including grading, public street improvements, and public utility improvements associated with said plat shall be completed per the approved plans by May 6, 2027, unless extended by Council resolution.
4. That upon satisfaction of the City Engineer that the required improvements have been completed in accordance with the approved plans, the improvements shall be scheduled for acceptance into the City maintenance system by the Common Council and the assurance agreement shall then be released.
5. The final plat shall be in substantial conformance with Preliminary Plat approved September 6, 2016.
6. The final plat shall be in compliance with all adopted city standards, including but not limited to the zoning code, Subdivision Ordinance, Street sand Utility Regulations.

FISCAL IMPACT:
No immediate impact. Future completed improvements will impact budget after they are accepted for maintenance by Council.

STAFF RECOMMENDATION:
Staff recommends approval of Resolution No. 5556 approving SB24-0007 Final Plat, Southern Vista V, Tract 6048-H, improvement plans and acceptance of a property escrow trust agreement.

SUGGESTED MOTION:
Move to adopt Resolution 5556, approving SB24-0007 and the conditions of approval, Southern Vista V Final Plat, Tract 6048-H, a residential subdivision on 12.41 acres consisting of 40 lots for single family home purposes and two parcels to be dedicated to the City of Kingman for drainage and retention purposes.

ATTACHMENTS:
01 - Southern Vista Tract 6048 Pre Plat SR.pdf
02 - Final Plat - Tract 6048-H.pdf
03 - Resolution 5556.docx
04 - Applicant letter RE Drainage Basins 4.8.25.pdf
05 - Title Report Dated March 27, 2025.pdf
06 - Deed to Trust 9320 4.3.25.pdf
07 - Engineers Opinion of Probable Cost.pdf
08 - SB24-0007 Final Plat CC PowerPoint.pptx
Assurance Agreement.pdf

CITY OF KINGMAN
Development Services Department
Southern Vista V, Tract 6048
Preliminary Plat Case: SB16-0002
Staff Report

Summary of Request: This request is for the approval of a preliminary subdivision plat for Southern Vista V, Tract 6048. The proposal is to subdivide approximately 72 acres into 275 residential lots located along the south of Karen Avenue, north of Whitehead Avenue and east of N. Central Street. The property is zoned R-1-6: Residential Single Family, 6,000 square foot lot minimum, R-1-8: Residential Single Family, 8,000 square foot lot minimum, and R-1-20: Residential Single Family, 20,000 square foot lot minimum.

Applicant: Tim Walsh, P.E., Project Engineer
Kingman, Arizona 86409

Property Owner: Doug Angle of Mohave Land Holdings, LLC
Kingman, AZ 86401

RECOMMENDATION

Planning staff recommends approval of the preliminary plat for Southern Vista V, Tract 6048 with certain conditions, based on the standards for review, findings of fact, and conclusions as stated in this staff report.

STANDARDS FOR REVIEW

APPLICABLE GOALS, OBJECTIVES AND POLICIES OF THE KINGMAN GENERAL PLAN 2030:

- Chapter 2: Land Use Element, §2-2 Land Use Categories: Medium Density Residential 3-8 dwelling units per acre and Low Density Residential 1-2 dwelling units per acre.

APPLICABLE SECTIONS OF THE CITY OF KINGMAN ZONING ORDINANCE:

- Section 3.000: Residential: Single Family District

APPLICABLE SECTIONS OF THE CITY OF KINGMAN SUBDIVISION ORDINANCE:

- Section 2.000: Subdivision Application Procedure and Approval Process
- Section 4.000: Requirements for Improvements, Reservations and Design
- Table Two – Design Criteria and Notes.

APPLICABLE SECTIONS OF THE CITY OF KINGMAN STREETS AND SIDEWALK DEVELOPMENT RULES AND REGULATIONS:

- Section 1-10. Cross Section, Table Two Design Criteria and Notes.

FINDINGS OF FACT

Location and Size: The subdivision is approximately 72 acres and is located along south of Karen Avenue, along the north side of Whitehead Avenue, and along the east side of N. Central Street.

Legal Description: The subject property is described as portions Parcels 3 and 4, Whitehead Tract 1923, Section 20, T.21N., R.16W of the G&SRM, Mohave County, Arizona.

Existing Land Use and Zoning: The subject property is currently vacant and includes three zoning districts. The western portion is zoned R-1-6: Residential, Single Family, 6,000 square foot lot minimum, while the eastern portion is primarily zoned R-1-8: Residential, Single Family, 8,000 square foot lot minimum. There is a strip of property abutting the Hualapai Foothill Estates subdivision on the easternmost side of the subdivision that is zoned R-1-20: Residential, Single Family, 20,000 square foot lot minimum.

Kingman General Plan 2030 Designation: The property includes two land use designations. They include Medium Density Residential, 3-8 dwelling units per acre on the majority of the property with a strip of Low Density Residential 1-2 dwelling units per acre on the eastern side. The overall residential density of 3.89 units per acre is compatible with the General Plan. The density is 4.16 units per acre in the Medium Density Residential area and 1.48 units per acre in the Low Density Residential area.

Surrounding Land Use and Zoning:

- North of the site are two single family home subdivisions known as Southern Vista II, Tract 1999 and Southern Vista III, Tract 6023. Most lots are zoned R-1-8 with the exception of the lots on the south side of Karen in Tract 1999 that are zoned R-1-6, and the easternmost lots of Tract 6002 that are zoned R-1-20. This area is partially developed with homes at this time. There are also a number of homes currently under construction.
- East of the site is the Hualapai Foothills subdivision with single family home on 1+ acre lots zoned R-1-40: Residential, Single Family, 40,000 square foot lot minimum.

- Southeast is an undeveloped area that had preliminary plat approval for The Retreat at Boulder Creek, Tract 6025. However the plat lapsed several years ago. The zoning of this area includes R-1-6, R-1-10 and R-1-20 districts.
- Southwest across Whitehead Avenue and west of N. Yavapai Street is a single family subdivision known as Hualapai Shadows, Tract 1981-B, with single family homes and additional residences under construction. This area is zoned R-1-6.
- West across N. Central Street is undeveloped property that is zoned R-1-6.

Zoning and Development History:

- March 1982 – Property annexed and zoned R-R: Rural Residential.
- July 1989 - Whitehead Tract 1923, a subdivision of 40 acre plus parcels, was recorded.
- 1996 – Property is rezoned from R-R to R-1-6-PDD (Planned Development District) and a preliminary subdivision plat for Desert Shadows Estates, Tract 1957 is approved. This was overturned by a referendum of the voters in 1997.
- September 1998 - Ordinances 1186, 1187, 1188, and 1189 are approved which rezoned the subject site to R-1-8, R-1-10 and R-1-20 with certain conditions.
- February 2006 - Ordinance 1530 rezoned the portions zoned R-1-10 to R-1-8 and modified the R-1-20 zoning boundary.
- March 2006 – Ordinance 1535 modified the open space and lot size conditions stated in Ordinances 1189 and 1530.
- August 2006 – The preliminary plat for Southern Vista IV, Tract 6023 was approved.
- September – December, 2006 - The final plats for Southern Vista IV, Tracts 6023-A, 6023-B, and 6023-C were approved. The developer elected to complete the required subdivision improvements before the final plats could be recorded. None of these phases have been recorded yet.

Physical Characteristics:

- The property falls to the northwest at a 2% to 4% slope.
- The property lies within Flood Zone “X”, according to the FEMA panel map dated February 18, 2015. Zone “X” are areas determined to be outside of 0.2% annual chance flood plain. Nonetheless there is some significant drainage through the site.
- Parcels A thru I are to be dedicated to the public for drainage purposes.

Public Utilities:

- Water System: Adjacent 8” water lines are located in N. Central Street and Whitehead Avenue.
- Sewer System**:** Adjacent 8” sewer lines are located in N. Central Street and Whitehead Avenue.
- The entire subdivision will be served by extensions of the city water and sewer system.

Transportation: The subject property abuts several developed, partially developed, and undeveloped streets.

- N. Central Street has a 77-foot wide ROW and was paved several years ago with a temporary recycled asphalt surface.
- N. Yavapai Drive has a 60-foot wide ROW and is unimproved south of Karen to Whitehead Drive.
- Whitehead Drive has an 84-foot wide ROW and has half street improvements west of N. Yavapai Drive.

The subdivision will also include the dedication of four new subdivision streets. These streets include: Amanda, Brenda, Cherri, and Tiffany Avenues. All are proposed to be 50-foot wide local streets. Steamboat Drive will be a 60-foot wide collector street.

The average traffic generated per single-family home on a weekday is 9.57 trips. At build-out the potential increase of average trips per day is 2,632. It is expected that the majority of traffic generated through the development of this property would be channeled north to Southern Avenue and south to Hualapai Mountain Road via N. Central Street and N. Yavapai Drive.

Public Noticing/Comments:

- The site was posted with two public notices on July 25, 2016.
- A public notice ran in the Kingman Daily Miner on July 24, 2016.
- No comments have been received as of July 29, 2016

Department and Agency Comments:

- City Engineering Department*:*

  1. That assurances for Phases A & C include the adjacent required ½ street improvements of Central Street.

  2. The temporary improvements are installed with Phase A & C that connect to Central Street. These improvements include an asphalt connection with returns that will accommodate all turning movements in and out of each phase. The temporary improvements are to be removed with the construction of Central Street.

  3. That no further development occurs beyond Phase D without the required Central Street improvements being complete.

- City Public Works Department*:* No issues with this request.
- City Surveyor: No issues with this request.
- City Building Department: No issues with this request.
- City Fire Department*:* No issues with this request.

ANALYSIS

This request is for the approval of a preliminary subdivision plat for Southern Vista V, Tract 6048. The proposal is to subdivide 72 acres into 275 residential lots. The property is located south of Karen Avenue, along the north side of Whitehead Avenue and along the east side of N. Central Street.

The proposed preliminary plat for Southern Vista V, Tract 6048 is a modified version of the previously approved subdivision on the subject site, Southern Vista IV, Tract 6023. Tract 6023 had three approved phases and Tract 6048 will have eight phases. Also, some lot dimensions were modified in Phases G and H of Tract 6048.

The first phase of Southern Vista IV, Tract 6023-A, located along the south side of Karen Avenue between N. Yavapai Drive and Steamboat Drive, is outside of the boundary of Tract 6048. This section has been under construction and is now nearing completion. One lot that was originally included with Tract 6023-A on the east side of Steamboat Drive is proposed to be included within Phase B of Tract 6048. A review of the final plat for the revised Southern Vista IV, Tract 6023-A phase is on-going and is separate from the preliminary plat review and approval process for Southern Vista V, Tract 6048.

LOTS AND BLOCKS

The overall subdivision design as reviewed under Section 4.000 of the Subdivision Ordinance appears to meet the basic requirements for block and lot configurations, and lot numbering. The proposed lot changes appear to comply with the Subdivision Ordinance and the Zoning Ordinance requirements.

STREET IMPROVEMENTS

N. Yavapai Drive

N. Yavapai Drive is proposed to be a fully improved collector street with vertical curbs, and four foot wide sidewalks. No access to N. Yavapai Drive will be permitted from the adjoining lots as Vehicle Non-Access Easements (VNAE) will be provided. However the street will be constructed in multiple phases including Phases A, C, E, and G

N. Central Street

N. Central Street as stated earlier was improved by the City of Kingman with a temporary recycled asphalt surface. The intent is that the temporary surfacing would eventually be entirely replaced as adjoining property is developed and street improvements are completed.

No access to N. Central Street will be permitted from the adjoining lots as a VNAE will be provided. As with N. Yavapai Drive, the improvements on N. Central will be constructed in multiple phases including Phases A, C, and E.

Whitehead Avenue

From N. Central Street to N. Yavapai Drive, the remaining half street improvements on Whitehead Avenue will be completed with Phase G. Half-street improvements on the north side of Whitehead Avenue will be completed with Phase H.

Steamboat Drive
Steamboat Drive will be improved in Phases B, D, F, and H. The portion of the street from Drainage Parcel "A" to Karen Drive that will be constructed in Phases B and D is proposed to have an inverted crown with Type "D" curb and gutter.

Other Streets
Amanda, Brenda, and Cherri Avenues will be developed with standard local street sections and roll curb and sidewalk. Amanda Avenue will be developed with Phases A and B. Brenda Avenue will be developed with Phases C and D. Cherri Avenue will be developed with Phases E and F. Tiffany Avenue will have an inverted crown with Type "D" curb and gutter from Central to N. Yavapai Drive in Phase G and a standard section in Phase G east of N. Yavapai Drive.

DRAINAGE

Nine drainage parcels are proposed to be dedicated to the City for drainage control. Parcel "A" is 16,584 square feet and is located along Amanda Avenue in Phase A. Parcel "B" is 18,268 square feet and is located along Cherri Avenue Phase E. Parcel "C" is 18,066 square feet and is located along Whitehead Avenue in Phase G. Parcel "D" is 15,517 square feet and is located along Whitehead Avenue in Phase G. Parcel "E" is 34,698 square feet and is located along Brenda Avenue in Phase D. Parcel F is 9227 square feet and is located along Whitehead Avenue in Phase H. Parcel G is 4639 square feet and is located along Lot 7 in Phase B. Parcel H is 41,707 square feet and is located along Steamboat Drive in Phase B. Parcel I is 1,507 square feet and is located along Steamboat Avenue in Phase H.

WATER AND SEWER SYSTEM

The entire subdivision will be served by city water and sewer with 8-inch water and sewer lines.

RECOMMENDATION

Based on the standards for review, findings of fact, and conclusions contained in this report, staff recommends that the preliminary plat for Southern Vista V, Tract 6048 be approved with the following conditions:

1. The subdivision assurances for the completion of Phases A and C shall include the adjacent half-street improvement for N. Central Street.

2. Temporary improvements shall be installed with Phases A and C that connect to N. Central Street. These improvements shall include an asphalt connection with returns that will accommodate all turning movements in and out of each phase. The temporary improvements are to be removed with the construction of Central Street.

3. No further development will be permitted to occur beyond Phase D without the required N. Central Street improvements being complete to Whitehead Avenue.

ATTACHMENTS

1. Section 3.000 of Zoning Ordinance
2. Sections 2.000 and 4.000 of Subdivision Ordinance
3. Preliminary Plat Subdivision Application
4. Zoning Map
5. Aerial Map
6. Preliminary Plat Map, Sheet 1 and Sheet 2
7. Comments from the Engineering Division dated 6-30-16

FINAL PLAT
SOUTHERN VISTA V TRACT 6048-H

A SUBDIVISION OF A PORTION OF REMNANT PARCEL 3 AS SHOWN ON PLAT FOUND IN BOOK 45 OF RECORD OF SURVEYS, PAGE 26 IN THE OFFICE OF THE RECORDERS MOHAVE COUNTY, ARIZONA. SECTION 20, TOWNSHIP 21 NORTH, RANGE 16 WEST OF THE GILA AND SALT RIVER MERIDIAN, MOHAVE COUNTY, ARIZONA.

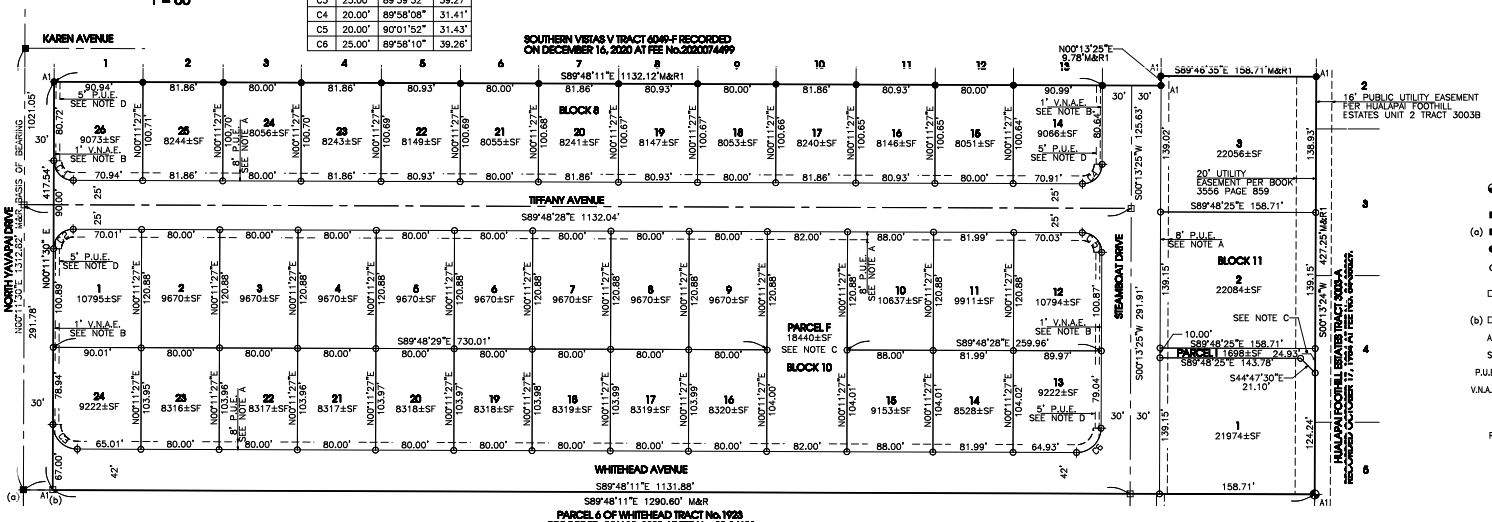
TOTAL AREA = 12.41± ACRES

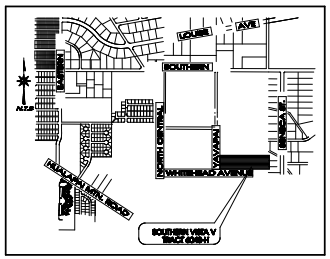
N
W E
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SCALE
1"= 60'

CURVE TABLE

LINE	RADIUS	DELTA	ARC
C1	20.00'	89°59'55"	31.42'
C2	20.00'	90°00'05"	31.42'
C3	25.00'	89°59'52"	39.27'
C4	20.00'	89°58'08"	31.41'
C5	20.00'	90°01'52"	31.43'
C6	25.00'	89°58'10"	39.26'





VICINITY MAP
SECTION 20, T 21 N, R 16 W

LEGEND

- FOUND SECTION CORNER MONUMENT – 2" ALUMINUM CAP IN CONCRETE, RLS 24514.
- ■ FOUND 2" ALUMINUM CAP IN CONCRETE, RLS 24514.
- (a) ■ FOUND 2" ALUMINUM CAP IN CONCRETE, RLS 54890.
- ● FOUND GREEN PLASTIC CAP, RLS 54890.
- ○ ALL LOT CORNER, PC'S AND PT'S OF LOT LINES MONUMENTED WITH A 5/8 INCH REBAR W/ GREEN PLASTIC CAP, RLS 54890.
- □ SET 5/8 INCH REBAR WITH 2" ALUM. CAP, RLS 54890 PER MAG STD. DTL. 120, TYPE 'B' AND COK SPEC. SECTION 400.
- (b) □ SET PK NAIL W/ WASHER, RLS 54890.
- A1 INDICATES SUBDIVISION CORNER.
- SF INDICATES SQUARE FOOTAGE OF LOTS
- P.U.E. INDICATES PUBLIC UTILITY EASEMENT
- V.N.A.E. INDICATES VEHICLE NON ACCESS EASEMENT
- R INDICATES RECORD DATA PER RECORD OF SURVEY RECORDED AT FEE No. 2016025077.
- R1 INDICATES RECORD DATA PER SOUTHERN VISTA V TRACT 6048-F RECORDED AT FEE No. 2020074499.
- M INDICATES MEASURED DATA

NOTES

NOTE A: THE 8.00 FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS GRANTED TO THE PUBLIC UTILITY COMPANIES FOR PUBLIC UTILITY PURPOSES BY THE RECORDING OF THIS PLAT.

NOTE B: THE 1' FOOT WIDE NON VEHICULAR ACCESS EASEMENT (VNAE) IS GRANTED BY THE RECORDING OF THIS PLAT.

NOTE C: PARCELS F AND I ARE DEDICATED TO THE PUBLIC AND THE CITY OF KINGMAN FOR DRAINAGE PURPOSES BY THE RECORDING OF THIS PLAT.

NOTE D: THE 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) ALONG THE SIDE LOT LINES IS GRANTED TO THE PUBLIC UTILITY COMPANIES FOR PUBLIC UTILITY PURPOSES BY THE RECORDING OF THIS PLAT.

BASIS OF BEARING: THE CENTER LINE OF NORTH YAVAPAI DRIVE WHICH BEARS NORTH 00°11'30" EAST, REFER TO R/S 45/26.

ALL STREETS SHOWN HEREON ARE TO BE DEDICATED TO THE PUBLIC FOR PUBLIC USE BY THE RECORDING OF THIS PLAT.

FEMA – FLOOD ZONE X UNSHADED PER FIRM PANEL # 04015C4578H DATED 02/18/2015. FLOOD ZONE X UNSHADED ARE AREAS OUTSIDE THE SFHA AND HIGHER THAN THE ELEVATION OF THE 0.2 PERCENT-ANNUAL-CHANCE-FLOOD.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT PIONEER TITLE AGENCY INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST No. 9320 AND NOT PERSONALLY, HAS SUBDIVIDED UNDER THE NAME OF "SOUTHERN VISTA V TRACT 6048-H", THE ABOVE DESCRIBED PROPERTY WITHIN THE CITY OF KINGMAN, AS SHOWN AND PLATTED HEREON, AND HEREBY PUBLISHES THIS PLAT AS THE PLAT OF "SOUTHERN VISTA V TRACT 6048-H", AND HEREBY DECLARES THAT THE SURVEY AND STAKING THEREOF INTO LOTS, BLOCKS, PARCELS, STREETS AND EASEMENTS AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND ACCORDING TO THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; THAT THE FOREGOING IS A CORRECT PLAT OF SAID SUBDIVISION AND STAKED INTO LOTS, BLOCK, PARCELS AND EASEMENTS, AND THAT THE DIMENSIONS OF SAME ARE CORRECTLY SHOWN BY FIGURES REPRESENTING FEET AND HUNDREDTHS OF A FOOT AND THE COURSES OF THE LOTS, BLOCKS, PARCELS, STREETS AND EASEMENTS ARE CORRECTLY SHOWN HEREON, AND THAT THE OWNER HEREBY GRANTS TO THE CITY OF KINGMAN AND DULY FRANCHISED UTILITY COMPANIES USE OF THE EASEMENTS WITHIN THE BOUNDARIES OF SAID SUBDIVISION AS SHOWN ON THE PLAT, AND DEDICATES THE STREETS TO THE PUBLIC FOR PUBLIC ROADWAY USE AND PARCEL'S G AND I AS SHOWN HEREON TO THE CITY OF KINGMAN FOR DRAINAGE AND PUBLIC UTILITY PURPOSES.

IN WITNESS WHEREOF: PIONEER TITLE AGENCY INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST No. 9320 AND NOT PERSONALLY HEREUNTO CAUSED IT'S CORPORATE NAME TO BE SIGNED BY THE UNDERSIGNED TRUST OFFICER BEING DULY AUTHORIZED TO DO SO ON

THIS _____ DAY OF_____, 2025

PIONEER TITLE AGENCY, INC. UNDER TRUST NO. _____

BY: _____ ,
OWNER

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA)
)ss
COUNTY OF MOHAVE)

ON THIS _____ DAY OF _____, 2025.

BEFORE ME THE UNDERSIGNED OFFICER APPEARED _____

AND ACKNOWLEDGED THEMSELF TO BE THE _____ AND THAT

THEY BEING AUTHORIZED TO DO SO. CERTIFIED THE FORGOING PLAT FOR

RECORDING PURPOSES BY SIGNING THE PLAT.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC MY COMMISSION EXPIRES

CITY ENGINEER AND DEVELOPMENT SERVICES DIRECTOR CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO THE APPROVED PRELIMINARY PLAT AND ANY SPECIAL CONDITIONS ATTACHED THERETO, TO THE REQUIREMENTS OF THE CITY OF KINGMAN SUBDIVISION REGULATIONS AND TO ANY OTHER APPLICABLE REGULATIONS AND APPEARS TO COMPLY WITH ALL REQUIREMENTS WITHIN MY JURISDICTION TO CHECK AND EVALUATE.

BY: _____ _____
CITY ENGINEER DATE

BY: _____ _____
CITY DEVELOPMENT SERVICES DIRECTOR DATE

ENGINEER'S STATEMENT

THIS IS TO CERTIFY THAT THE ENGINEERING AND DESIGN OF THE ABOVE-DESCRIBED SUBDIVISION WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.

PRELIMINARY

MAYOR'S CERTIFICATE

I, KEN WATKINS, MAYOR OF THE CITY OF KINGMAN, HEREBY CERTIFY

THAT THE KINGMAN COMMON COUNCIL APPROVED THE WITHIN PLAT ON THE

_____ DAY OF _____, 2025, AND ACCEPTED ON BEHALF OF

THE PUBLIC ALL PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND THAT SATISFACTORY ASSURANCE IN THE FORM OF

_____

FROM _____

HAS BEEN APPROVED IN THE FULL AMOUNT NECESSARY TO GUARANTEE COMPLETION OF ALL REQUIRED OFF-SITE IMPROVEMENTS NECESSARY FOR THIS SUBDIVISION.

_____ _____
MAYOR, CITY OF KINGMAN, ARIZONA DATE

ATTEST: _____ _____
KINGMAN CITY CLERK DATE

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT THE BOUNDARY SURVEY AND MONUMENTATION OF THE ABOVE-DESCRIBED SUBDIVISION WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THIS PLAT.

PRELIMINARY

RECORDER'S CERTIFICATE

FILED AND RECORDED AT THE REQUEST OF THE CITY OF KINGMAN

ON THE _____ DAY OF _____, 2025 RECORDS

OF MOHAVE COUNTY, ARIZONA

BY: _____ _____
DEPUTY RECORDER RECORDER

RECEPTION No. _____

MOHAVE ENGINEERING ASSOCIATES, INC.

PREPARED FOR:
MOHAVE LAND HOLDINGS, LLC.
2351 HUALAPAI MOUNTAIN ROAD.
KINGMAN, AZ 86401.
TEL-928-718-1550.

PLOT DATE:	FILE PATH:	PLOTTED BY:	DRAWN BY:	CHECKED BY:	DATE:	PROJECT NUMBER:	DRAWING NUMBER:
3/5/2025 3:40PM	G:\MEAI Dropbox\Dustin Jean\MEAI Project Files 2021\21-389\FP\21-389 FP.pro	L.FOWLER	L.FOWLER	D.JEAN	3/5/2025	21-389	1 OF 1

History of Southern Vista Phase H (Tract 6048)

4/8/2025

Attn: City of Kingman Development Services

Southern Vista V, Tract 6048, is a subdivision encompassing approximately 75.3 acres. It received preliminary plat approval from the City Council in 2016 through Resolution 5034. The subdivision was planned in multiple phases, each of which has received final plat approval, except for the last phase, Phase H.

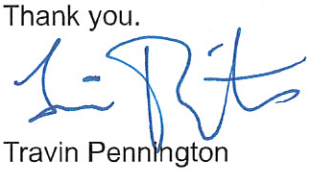
At the time of the original approval, various phases included retention basins, and the City's policy required these basins to be dedicated to the City for ownership and maintenance. However, this policy changed with the adoption of Ordinance No. 1972, approved by the City Council on March 18, 2025. Under this new ordinance, developers must either dedicate drainage basins to a homeowners association (HOA) for maintenance or retain ownership and record an easement requiring perpetual maintenance by the property owner.

Phase H represents the final phase of the project and includes only 40 lots and one retention basin. Given its limited number of lots and the advanced progress of the overall subdivision, we respectfully request a waiver from the new requirement. Before Ordinance No. 1972 was enacted, we had discussions with both City staff and elected officials, who indicated that exceptions could be granted in situations like this—particularly for projects that were already substantially underway. We hope the City will consider this background and the unique circumstances surrounding Phase H when determining how best to proceed.

We fully understand the City's intent behind the ordinance and are designing future developments in accordance with the updated requirements. However, due to the specific context and long-standing planning history of Southern Vista V, we believe that Phase H qualifies as a reasonable exception.

We hope the City will consider this background and the unique circumstances surrounding Phase H during this approval process.

Thank you.



Travin Pennington

Pioneer Title Agency Inc.

REPORT OF TITLE

OUR NO. **90804241**

Dated: March 27, 2025 at 7:30 a.m.

Report is issued for the sole use and benefit of:

Angle Homes
Travin Pennington
2800 E Hualapai Mountain Rd, Suite A
Kingman AZ 86401

AND

City of Kingman

Pioneer Title Agency Inc. hereby reports that an examination of the title to the land described in Schedule A discloses that title is vested as shown in Schedule A, subject to the liens, encumbrances, and defects as shown in Schedule B.

This report is **FOR INFORMATIONAL PURPOSES ONLY**. It is neither a guarantee of title, a commitment to insure title nor a policy of title insurance.

SCHEDULE A

1. Title to the estate or interest covered by this report at the date hereof is vested in:

   Pioneer Title Agency, Inc., an Arizona Corporation, as Trustee under that certain Trust Agreement known as Trust Number 9320

2. The estate or interest in the land hereinafter described in this report is a fee.

3. The land referred to in this report is situated in the County of **Mohave**, State of Arizona, and is described as follows:

   See Exhibit A attached hereto and made a part hereof.

All recording references are to records in the office of the County Recorder of the county in which the property is situated.

Pioneer Title Agency Inc.

By_____
Authorized Officer or Agent

REPORT OF TITLE (Continued)

EXHIBIT A

Lots 14 through 26, inclusive, Block 8; Lots 1 through 24, inclusive, Block 10; Lots 1 through 3, inclusive, Block 11; Parcel F and Parcel I, SOUTHERN VISTA V TRACT 6048-H, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded _____ at Fee No. _____.

BEING A TENTATIVE SUBDIVISION IN A portion of Remnant Parcel 3 as shown on the Record of Survey found in Book 45 of Record of Surveys, Page 26, in the office of the recorder of Mohave County, Arizona; said remnant being a part of Parcel 3 of the Whitehead Tract 1923, according to the plat recorded July 10, 1989, at Fee No. 89-36493, in the office of the Recorder of Mohave County, Arizona described as follows:

BEGINNING at the East ¼ corner of said Section 20, being a found U.S.G.L.O. brass cap on standard pipe:

Thence North 89°48’11” West along the South line of said Parcel 3, a distance of 1290.60 feet to a point on the East right-of-way line of North Yavapai Drive;
Thence North 0°11’30” East, along said right-of-way, a distance of 417.54 feet;
Thence South 89°48’11” East, a distance of 1132.12 feet;
Thence North 0°13’25” East, a distance of 9.78 feet;
Thence South 89°46’35” East, a distance of 158.71 feet to a point on the East line of said Section 20;
Thence South 0°13’25” West along said Section line, a distance of 427.25 feet returning to the True Point of Beginning.

Pioneer Title Agency Inc.

REPORT OF TITLE (Continued)

SCHEDULE B

At the date hereof exceptions to title are:

1. Second half 2024 taxes, a lien.

2. 2025 taxes, a lien, but not yet due and payable.

3. Any district, improvement district, assessments or bond as disclosed by the records of the office of the County Assessor or Treasurer and liabilities and obligations imposed upon said land by reason of its inclusion within the boundaries of any county or city special improvement districts.

4. Easements, restrictions, reservations, conditions and set-back lines as set forth on the plat recorded at Fee No. 89-34693, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

5. Easements and rights incident thereto, as set forth in instrument:

Recorded in	Book 3556 of Official Records, Page 859
Purpose	utilities

6. Easements and rights incident thereto, as set forth in instrument:

Recorded in	Book 6653 of Official Records, Page 783
Purpose	ingress, egress and public utility

7. Easements and other matters, as noted and shown on Record of Survey recorded June 6, 2016, in Book 45 of Records of Surveys, Page 26.

TAX NOTE:

Year	2024
Parcel No.	**321-19-003J**
Total Tax	$1,770.90
First Half	PAID
Second Half	Payable, but not yet due

End of Exceptions

at the request of Pioneer Title Agency, Inc.

When recorded mail to
Pioneer Title Agency, Inc., an Arizona corporation as Trustee under Trust 9320 and not personally
2213 Stockton Hill Road
Kingman, AZ 86401

MHT9320-VWK
EXEMPT ARS 11-1134 B8

FEE# 2025016537
OFFICIAL RECORDS OF MOHAVE COUNTY
LYDIA DURST, COUNTY RECORDER
04/03/2025 03:16 PM Fee $30.00
PAGE: 1 of 2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed
Deed into Trust

For the consideration of Ten Dollars, and other valuable considerations I (or we) Angle Land Development, LLC, an Arizona limited liability company

does hereby CONVEY unto Pioneer Title Agency, Inc., an Arizona Corporation, as Trustee under that certain Trust Agreement know as Trust Number 9320, the following described property situated in Mohave County, Arizona:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the above described property as Trustee with full power and authority to sell, mortgage, convey or otherwise deal with said property and every part thereof in all ways and for such consideration as it would be lawful for any person owning said property so to do.

Pursuant to A.R.S § 33-404, the names and addresses of the beneficiaries of the above referenced Trust are disclosed in Instrument No. 2019059030, Official Records of Mohave County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

The Grantor warrants the title against all persons whomsoever.

Dated: April 2, 2025

Angle Land Development, LLC, an Arizona limited liability company

Tyler Angle, Authorized Signer

NOREEN MURPHY
Notary Public - State of Arizona
MOHAVE COUNTY
Commission # 599822
Expires April 20, 2025

State of Arizona }
} ss.
County of Mohave }

The foregoing instrument was acknowledged before me this 2nd day of April, 2025, by Tyler Angle as Member of Angle Land Development, LLC.

My commission expires: April 20, 2025

NOTARY PUBLIC

Deed into Trust
MHT9320

EXHIBIT "A"

A portion of Remnant Parcel 3 as shown on the Record of Survey found in Book 45 of Record of Surveys, Page 26, in the office of the recorder of Mohave County, Arizona; said remnant being a part of Parcel 3 of the Whitehead Tract 1923, according to the plat recorded July 10, 1989, at Fee No. 89-36493, in the office of the Recorder of Mohave County, Arizona described as follows:

BEGINNING at the East ¼ corner of said Section 20, being a found U.S.G.L.O. brass cap on standard pipe:

Thence North 89°48'11" West along the South line of said Parcel 3, a distance of 1290.60 feet to a point on the East right-of-way line of North Yavapai Drive;
Thence North 0°11'30" East, along said right-of-way, a distance of 417.54 feet;
Thence South 89°48'11" East, a distance of 1132.12 feet;
Thence North 0°13'25" East, a distance of 9.78 feet;
Thence South 89°46'35" East, a distance of 158.71 feet to a point on the East line of said Section 20;
Thence South 0°13'25" West along said Section line, a distance of 427.25 feet returning to the True Point of Beginning.

MOHAVE ENGINEERING ASSOCIATES, INC.

Engineers Opinion of Probable Cost

Southern Vistas V Tract 6048-H

Job # 21-389

10/18/22

	Item Description	Quantity	Unit	Unit Price	Amount
	Street Improvements				
1	ASPHALT PAVING (2" AC/6" ABC/SUBGRADE PREP)	9,093	S.Y.	$22.00	$200,046.00
2	CURB AND GUTTER-MAG 220-1 TYPE "A"	357	L.F.	$17.00	$6,069.00
3	CURB AND GUTTER-MAG 220-1 TYPE "B"	92	L.F.	$19.00	$1,748.00
4	CURB AND GUTTER-MAG 220-1 TYPE "C"	4,469	L.F.	$16.00	$71,504.00
5	CURB AND GUTTER-MAG 220-1 TYPE "D"	80	L.F.	$17.25	$1,380.00
6	5' SIDEWALK PER M.A.G. STD. DTL 201	2,437	S.Y.	$5.55	$13,525.35
7	STOP/STREET SIGNS (2 STREET SIGNS ONLY)	4	E.A.	$493.00	$1,972.00
8	TYPE 'A' SIDEWALK RAMP PER M.A.G. STD. DTL. 231	3	E.A.	$2,118.00	$6,354.00
9	TYPE 'E' SIDEWALK RAMP PER M.A.G. STD. DTL. 235	3	E.A.	$2,118.00	$6,354.00
10	TYPE 'B' PVMT. THICKENING PER M.A.G. STD. DTL. 201	1,150	L.F.	$3.00	$3,451.26
11	SAWCUT EXISTING PAVEMENT	463	L.F.	$22.75	$10,533.25
12	SIDEWALK SCUPPER PER C.O.K STD DTL 203-1	1	E.A.	$1,500.00	$1,500.00
	Total Street Improvements				**$324,436.86**
	Sewer Improvements				
1	4" SEWER SERVICE	40	EA.	$645.00	$25,800.00
2	8" PVC SDR-35 SEWER LINE	2,230	L.F.	$27.19	$60,622.08
3	NEW SANITARY SEWER MANHOLE PER COK DETAIL 420-1	7	EA.	$2,000.00	$14,000.00
	Total Onsite Sewer Improvements				**$100,422.08**



2153 Gordon Drive | Suite I | Kingman, AZ 86409

928.753.2627 www.mohaveusa.com

	Water Improvements				
1	8" PVC C-900 WATER LINE	2,675	L.F.	$24.00	$64,188.78
2	FIRE HYDRANTS PER COK DETAIL 360 SHEET C2.1	4	EA.	$5,200.00	$20,800.00
3	DOUBLE WATER SERVICES	17	E.A.	$905.00	$15,385.00
4	SINGLE WATER SERVICES	6	E.A.	$770.00	$4,620.00
5	8" GATE VALVE	6	E.A.	$1,200.00	$7,200.00
6	2" FLUSH VALVE	1	E.A.	$1,500.00	$1,500.00
	Total Onsite Water Improvements				**$112,193.78**
	Misc. Grading and Drainage Improvements				
1	RIPRAP (D50=6")	0	C.Y.	$74.00	$0.00
	Misc. Improvements				
1	ELECTRIC SERVICES	75	EA.	$2,024.00	$151,800.00
2	TELEPHONE SERVICE (WECOM DATAMAX)	75	EA.	$469.00	$35,175.00
3	VNAE WALLS (INTERIOR ONLY @ ENDS OF SIDE BLOCKS)	899	L.F.	$40.00	$35,960.00
4	ASBUILT PLANS	1	L.S.	$2,165.00	$2,165.00
5	FIELD STAKING, STREET MONUMENTATION, TESTING, LOT ST	1	L.S.	$47,800.00	$47,800.00
	Total Misc Improvements				**$272,900.00**

Total Onsite Improvements	**$809,952.72**
Add Contingency (15%)	$121,492.91
Total Improvements	**$931,445.62**

Disclaimer

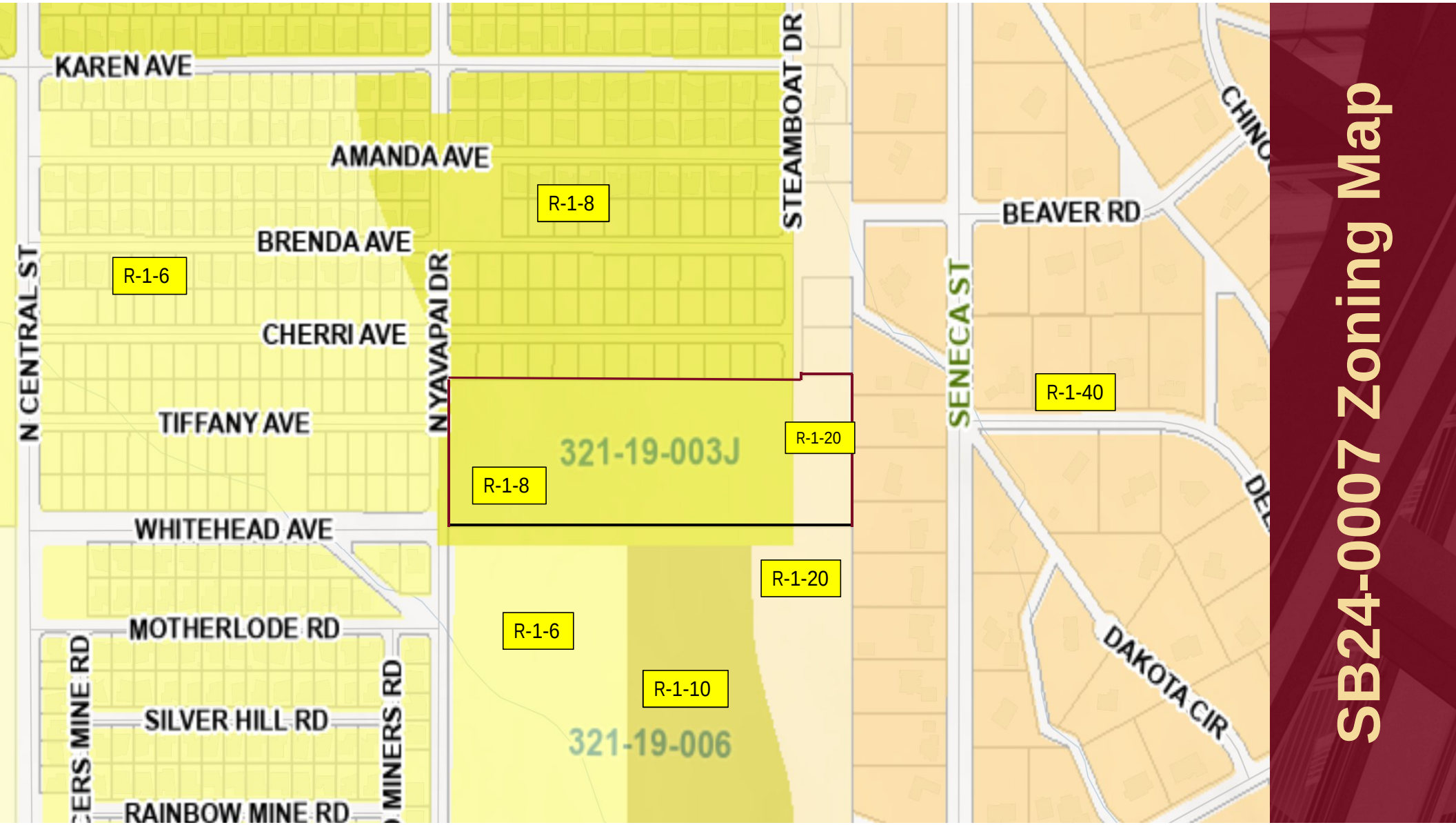
THIS COST ESTIMATE IS BASED UPON THE BEST INFORMATION AVAILABLE. ACTUAL CONSTRUCTION COST WILL BE AS BID BY THE CONTRACTORS FOR THIS PROJECT. THIS COST ESTIMATE IS INTENDED FOR USE BY RECIPIENT ONLY FOR THE SOLE PURPOSE OF ESTIMATING CONSTRUCTION ASSURANCE REQUIREMENTS. DO NOT USE FOR BUDGETARY PURPOSE.

Southern Vista V Tract 6048-H
SB24-0007
Final Plat

City Council
5/06/25

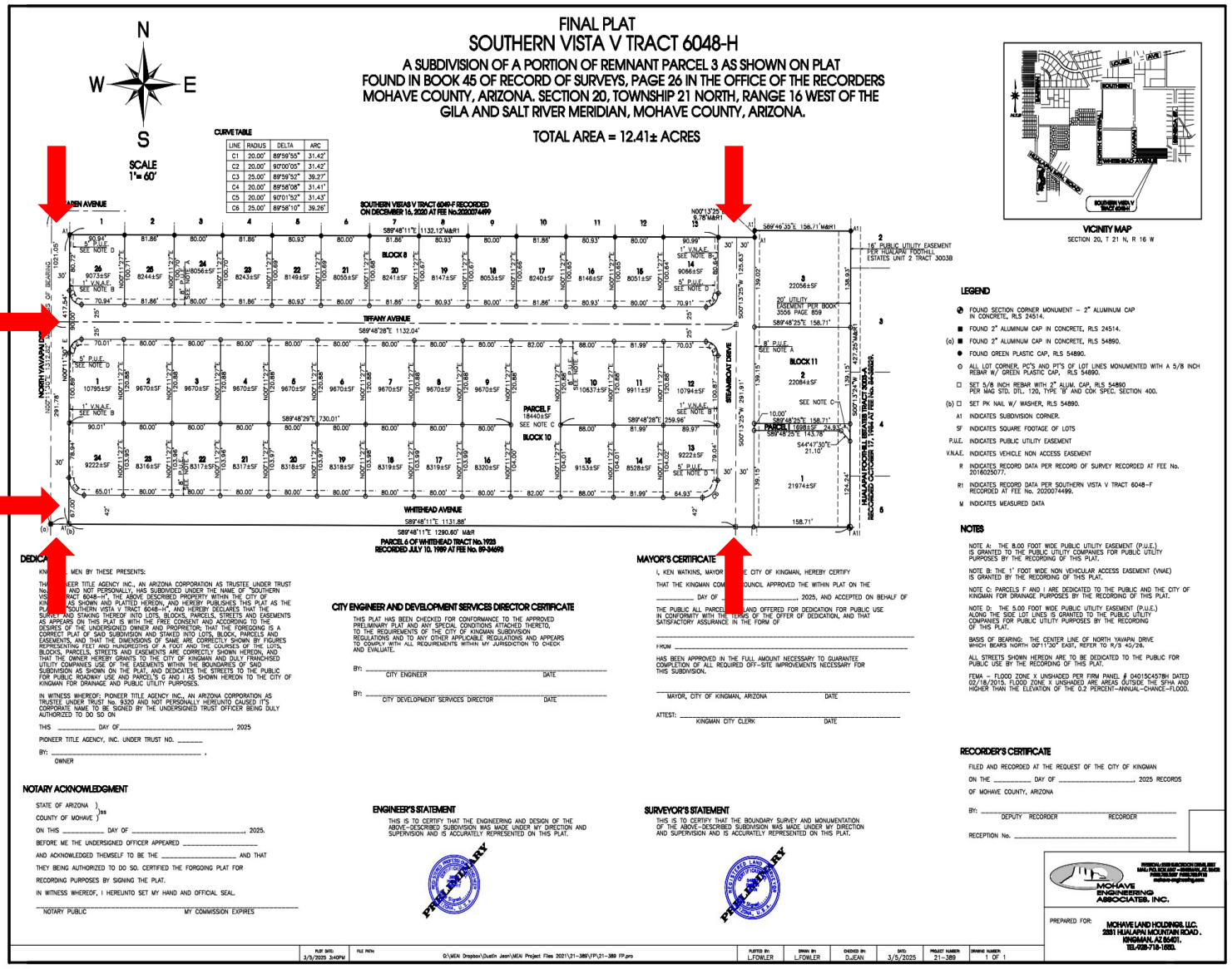


SB24-0007 Vicinity Map


KAREN AVE
AMANDA AVE
BRENDA AVE
CHERRI AVE
TIFFANY AVE
WHITEHEAD AVE
MOTHERLODE RD
SILVER HILL RD
RAINBOW MINE RD
N CENTRAL ST
N YAVAPAI DR
STEAMBOAT DR
SENECA ST
BEAVER RD
DAKOTA CIR
R-1-6
R-1-8
R-1-20
R-1-40
R-1-10
321-19-003J
321-19-006
SB24-0007 Zoning Map

SB24-0007 Background

- March 1982 – Property annexed and zoned R-R: Rural Residential.
- July 1989 - Whitehead Tract 1923, a subdivision of 40 acre plus parcels, was recorded.
- 1996 – Property is rezoned from R-R to R-1-6-PDD (Planned Development District) and a preliminary subdivision plat for Desert Shadows Estates, Tract 1957 is approved. This was overturned by a referendum of the voters in 1997.
- September 1998 - Ordinances 1186, 1187, 1188, and 1189 are approved which rezoned the subject site to R-1-8, R-1-10 and R-1-20 with certain conditions.
- February 2006 - Ordinance 1530 rezoned the portions zoned R-1-10 to R-1-8 and modified the R-1-20 zoning boundary.
- March 2006 – Ordinance 1535 modified the open space and lot size conditions stated in Ordinances 1189 and 1530.
- September 2016- Resolution 5034 approved Preliminary Plat for Southern Vista V
- Preliminary Plat has received three extensions of time with the last approved by Resolution 5429 in September 2024
- All phases of Southern Vista V have been approved with the exception of this phase



- 12.41 acres
- 40 lots
- Minimum lot size is 8,051 sq ft
- Maximum lot size is 22,084 sq ft
- 3.2 lots per acre
- 20,138 sq ft to be dedicated to the City of Kingman to serve as drainage retention/ open

SB24-0007 Final Plat

SB24-0007 Analysis

- The proposal creates 40 single family residential lots meeting the development standards as prescribed by the City of Kingman Zoning Ordinance.
- The proposal implements the visions, goals and policies of the 2040 General Plan.
- The proposal facilitates and promotes residential development that is in harmony with the surrounding residential neighborhoods.
- The proposal facilitates the development of adjacent roadways, further improving the city's circulation network.
- The proposed subdivision in conjunction with the Conditions of Approval will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan.

SB24-0007 Conditions of Approval

1. That the proposed final plat, final drainage report, and improvement plans for Southern Vista V, Tract 6048-H, located on property described as a Portion of Remnant Parcel 3 as shown on Plat found in Book 45, Record of Surveys, Page 26, in Section 20, T.21N., R.16W., of the G&SRM, Mohave County, Arizona, as shown in the attached Exhibit “A”, is hereby approved.
2. That the assurance in the form of a property escrow agreement from Pioneer Title Agency Inc., as Trustee under Trust No. 9320, is hereby accepted.
3. That the required subdivision improvements including grading, public street improvements, and public utility improvements associated with said plat shall be completed per the approved plans by May 6, 2027, unless extended by Council resolution.
4. That upon satisfaction of the City Engineer that the required improvements have been completed in accordance with the approved plans, the improvements shall be scheduled for acceptance into the City maintenance system by the Common Council and the assurance agreement shall then be released.
5. The final plat shall be in substantial conformance with Preliminary Plat approved September 6, 2016.
6. The final plat shall be in compliance with all adopted city standards, including but not limited to the zoning code, Subdivision Ordinance, Street sand Utility Regulations.

Recommendation

Based on the findings contained in the Staff report and Conditions of Approval 1-6, SB24-0007, Tract 6048-H is recommended for approval to the Mayor and City Council


Thank you
Questions or Comments?

Stipulations

Insert any associated stipulation here

When recorded return to
The City of Kingman Clerk
310 North 4th Street
Kingman, AZ 86401

Assurance Agreement
(PROPERTY ESCROW)

This agreement made and entered into this_____day of_____, 2025, between Pioneer Title Agency, Inc. (hereinafter referred to as Trustee under Trust No.9320 and not personally), and THE CITY OF KINGMAN, Mohave County, Arizona (hereinafter referred to as "CITY")

WITNESSETH:

WHEREAS, Pioneer Title, as Trustee, is the owner of a certain parcel of property located, situated and lying in the CITY OF KINGMAN, County of Mohave, and the State of Arizona; and

WHEREAS, the parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provisions of THE CITY OF KINGMAN, Subdivision Ordinance No. 504 adopted 1983 and all amendments thereto.

NOW, THEREFORE, in consideration of the City approving a final plat, it is understood and agreed that the following conditions are established by the property described herein.

I
PROPERTY DESCRIPTION

The property which is the subject matter of this Agreement is:

Lots 14 through 26, inclusive, Block 8;
Lots 1 through 24, inclusive, Block 10;
Lots 1 through 3, inclusive, Block 11;
Parcel F and Parcel I, SOUTHERN VISTA V TRACT 6048-H, according to the plat of record in the office of the County Recorder of Mohave County, Arizona, recorded _____ at Fee No. _____.

II

CONSTRUCTION OF IMPROVEMENTS

Trustee will not transfer, release or in any way convey, any of the property described herein without obtaining written approval from THE CITY OF KINGMAN, except that the Trustee may sell and convey all of the property described herein in one transaction to a single purchaser, provided that such purchaser shall enter into an Assurance Agreement with the CITY pursuant to THE CITY OF KINGMAN Subdivision Ordinance No. 504 adopted 1983 and all amendments thereto.

III

Conveyance out of Trust for the Purpose of Encumbrance

Notwithstanding the above, Trustee may convey all or part of the Land to Subdivider (Angle Land Development LLC) for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust; provided that the Land is thereafter immediately reconveyed into trust, and the only liens attaching by virtue of such deeding process are the third party mortgages or deeds of trust described above; provided further that such mortgagee or beneficiary holding an encumbrance against all or any portion of the Land shall be subject to this Agreement (although such lienholder shall not be obligated to perform any of Subdivider's obligations, but such lien holder's rights shall be subordinated to all rights of City under this Agreement, including, but not limited to, the rights of abandonment, replat and all restrictions on the sale of lots). Except as otherwise set forth herein, nothing shall preclude any lender from enforcing the terms of its loan documents as against Subdivider and or against the Trust Agreement established by Subdivider pursuant to this Agreement.

Before approval shall be given by the CITY, the improvements contemplated by THE CITY OF KINGMAN subdivision Ordinance No. 504 adopted 1983 and all amendments thereto, and as set forth in Plans and Specifications on file with the CITY shall be installed in accordance with the applicable CITY OF KINGMAN codes and specifications.

The duration of this Assurance Agreement shall be until all improvements have been made and this Assurance Agreement has no further force and effect .

DATED this_____day of_____, 2025.

THE CITY OF KINGMAN
Mohave County Arizona

By:_____
Mayor

Attest:_____
City Clerk

Angle Land Development LLC

By:_____
Its: Member

PIONEER TITLE AGENCY INC, *

By:_____
Trust Officer
* CIS Trustee under Trust 4320

STATE OF ARIZONA)
) ss.
County of MOHAVE)

On April 9, 2025 before me, the undersigned Notary Public, personally appeared Tyler Angle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Shawn Marie Hoffman
Notary Public

SHAWN MARIE HOFFMAN
Notary Public - Arizona
Mohave County
Commission # 661717
My Commission Expires
February 10, 2028

STATE OF ARIZONA)
) ss.
County of MOHAVE)

On 4.9.2025, before me, the undersigned Notary Public, personally appeared Vicki Wyatt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: Nov 10th, 2025

Notary Public

CHRISTINA MARIE ARENDS
Notary Public - State of Arizona
MOHAVE COUNTY
Commission # 616062
Expires November 10, 2025

STATE OF ARIZONA)
) ss.
County of MOHAVE)

On _____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jack Plaunty
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Ordinance No. 1977- Proposed Amendments to the City of Kingman's Street and Sidewalk Development Rules and Regulations-Half-Street Improvements

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SUMMARY:
Staff is requesting the City Council's approval of proposed updates to the City of Kingman Street and Sidewalk Development Rules and Regulations, with a specific focus on provisions related to half-street improvements. These changes are necessary to provide clearer and more enforceable language regarding when and how half-street improvements are constructed, maintained, and accepted by the City.

While the current regulations include general requirements for half-street improvements, they lack the clarity to ensure consistent application across development projects. The proposed updates, outlined in the attached resolution, address these gaps by clarifying that only the fully improved portion of the roadway will be accepted for City maintenance. In addition, the revised language strengthens the requirements for corner lots and double frontage lots by making it clear that all abutting roadways—not just the primary frontage—must be improved as part of the development process.

The attached Ordinance is intended to support consistent enforcement, improve infrastructure planning, and ensure the City's streets are developed to appropriate standards as growth continues

FISCAL IMPACT:
There is no direct fiscal impact due to updates to the Street and Sidewalk Development Rules and Regulations.

STAFF RECOMMENDATION:
Staff Recommends Approval

SUGGESTED MOTION:
Motion to approve Ordinance 1977 regarding updates to Kingman's Street and Sidewalk

Development Rules and Regulations.

ATTACHMENTS:
Ordinance 1977 - Half Street Updates.pdf

ORDINANCE NO. 1977

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN MODIFYING AMENDING SECTIONS 1-1 AND 1-4 OF THE STREET S AND SIDEWALKS RULES AND REGULATIONS OF THE CITY OF KINGMAN ARIZONA.

WHEREAS, City of Kingman Streets and Sidewalks Development Rules and Regulations represents the official city policy in regards to the improvement and maintenance of city streets to a condition that allows for the safe movement of pedestrian, bicycle, and vehicular traffic, and

WHEREAS, the Mayor and Common Council has determined that public health, safety, and welfare will be further promoted by requiring new subdivisions and development requiring a building permit be accessed from streets that are currently maintained, and if not currently maintained, such streets shall be improved by the developer at the time of development to the adopted standards of this ordinance, and

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Kingman, Arizona, as follows:

Section I. Kingman Street and Sidewalk Development Rules and Regulations

Sections 1-1, 1-4, Table Two Notes, and Section 1-12 of Streets and Sidewalks Development Rules and Regulations of the City of Kingman is hereby amended as shown in Exhibit "A" with bold capitalized text to show the additions and red strikeout text to show the deletions.

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 IV. Recitals.

The recitals above are fully incorporated in this Ordinance by reference.

Section V. 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 VI. 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 VII **<u>Penalties</u>.**

Penalties for a violation of this Chapter shall be in accordance with the Code of Ordinances for the City of Kingman.

PASSED AND ADOPTED by the Common Council of the City of Kingman, Arizona, this

_____ day of _____, 2025.

_____
Ken Watkins, Mayor

ATTEST:

_____
Annie Meredith, City Clerk

APPROVED AS TO FORM:

_____
Carl Cooper, City Attorney

EXHIBIT "A"

Sec. 1-1. Policy Statement

It will be the policy of the City of Kingman to maintain streets within the City to a condition that allows for the safe movement of pedestrian, bicycle, and vehicular traffic. The development or opening of any street by private developers shall be approved by the City only upon satisfactory demonstration that the development or opening will meet the full street development standards and specifications adopted by the City Council, as shown in Table One and Table Two of these regulations, that proper engineering and safety standards have been addressed, and that provisions for drainage are in accordance with the Kingman Area Master Drainage Plan Design and Administrative Manual.

No new subdivision shall be approved unless the area to be subdivided has permanent access from a paved federal, state, county or city highway or street which has been or will be improved, prior to final plat approval, to standards contained herein. If this subdivision is not contiguous to such a roadway, or the roadway has not been improved to these standards, the developer shall be required to obtain right-of-way and construct an access road to such roadway or subdivision, in accordance with the city standards and specifications.

No building permit shall be approved unless the lot(s) or parcel(s) to be developed has permanent access from a federal, state, county or city highway or street which is accepted and maintained as of the date of approval of Ordinance No. 1813, or is on the City of Kingman Unimproved Streets Maintenance List, (Exhibit "B" to Ordinance No. 1813).

Any lot(s) or parcel(s) located adjacent to a federal, state, county or city highway or street that is not maintained as of the date of this ordinance shall be required to improve the adjacent street(s) to the standards of these regulations across the full frontage(s) of the lot(s) or parcel(s) at the time of development. **ANY ROADWAYS ABUTTING PARCELS OR LOTS SHALL REQUIRE STREET IMPROVEMENTS, AS SPECIFIED IN SECTION 1-4 AND TABLES ONE AND TWO OF THESE REGULATIONS, AT THE TIME OF IMPROVEMENT. THIS REQUIREMENT INCLUDES IMPROVEMENTS FOR DOUBLE FRONTAGE LOTS AND CORNER LOTS.** Additionally, at the time of development, the required street improvements shall be extended to the nearest paved federal, state, county, or city highway or street.

The City Council also recognizes that infill development on dirt/graveled streets can increase particulates in the air, creating an undesirable air quality condition. The Council encourages the residents in these neighborhoods to work with the City in getting these streets paved in the most cost-effective process through the formation of an improvement district. (Sec. 1-1 amended by Ord.1813, adopted 05/17/16)

Sec. 1-4. Construction/Reconstruction of Streets

The Kingman Area Transportation Study (KATS) will serve as the primary tool for programming major street construction and reconstruction projects. Supplemental engineering studies, maintenance records, traffic counts and traffic projections may also be used in the programming of street construction and reconstruction projects.

(a) MAJOR AND MINOR ARTERIALS (KATS refers to these as Primary Arterial). The programming of the construction and reconstruction of arterials shall be the responsibility of the Public Works Department. Funding for such projects may be derived from local improvement districts, City revenues, Highway User Funds, Lottery Funds, State and/or Federal grants, and/or bond issues.

Exceptions to this rule may be required for certain subdividing and land development programs, whereby the Common Council may determine that a development cannot be approved unless the developer improves or participates in the improvement of the arterial.

See Sec. 4.6(1) of the City Subdivision Ordinance and Sec. 1-5 of this Article.

(b) COLLECTOR STREETS (KATS - Collector). The construction of collector streets to or in a new subdivision shall be the responsibility of the developer. Construction of collector streets in existing subdivisions shall be the responsibility of the property owners and may be financed by either cash, an improvement district, an assessment district, a bond issue, or when available with State and Federal Grant monies. Reconstruction of collector streets may be financed by City funds, grants, improvement districts or bond issues.

(c) LOCAL STREETS. The construction of local streets in new subdivisions shall be the responsibility of the developer. Construction of such streets in existing subdivisions or in unsubdivided areas shall be the responsibility of the property owners and may be financed by cash or through the formation of an improvement district or assessment district. When available, State and Federal grants may also be used to construct these types of streets. (Amended by Ord.1813, adopted 05/17/16, amended by Ord. 1841 adopted 12/05/17)

(d) HALF WIDTH STREETS. In cases where a developer only controls property on one side of the street right-of- way, street improvements for one half the width plus eight feet of additional paving shall be required, in accordance with Table One.

(1) WHEN A HALF-STREET IMPROVEMENT IS CONSTRUCTED, ONLY THE FULLY DEVELOPED HALF SHALL BE ACCEPTED FOR MAINTENANCE. THE UNDEVELOPED SIDE OF THE ROAD MUST BE FULLY IMPROVED, AS SPECIFIED IN TABLES ONE AND TWO, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OR AS OTHERWISE REQUIRED BY PERMIT CONDITIONS OR A DEVELOPMENT AGREEMENT.

(2) STREET IMPROVEMENTS, AS SPECIFIED IN TABLES ONE AND TWO OF THESE REGULATIONS, SHALL BE REQUIRED ALONG ALL ABUTTING ROADWAYS, INCLUDING DOUBLE FRONTAGE LOTS AND CORNER LOTS.

(3) HALF-STREET CONSTRUCTION SHALL PROVIDE ADEQUATE TRANSITIONS AND FULL-DEPTH ASPHALT TAPERS TO THE ADJOINING ROADWAYS.

(4) THE USE OF ASPHALT MILLINGS OR OTHER TEMPORARY MATERIALS BY THE CITY FOR MAINTENANCE PURPOSES DOES NOT CONSTITUTE A FULL STREET IMPROVEMENT AND DOES NOT ELIMINATE ANY IMPROVEMENT REQUIREMENTS ESTABLISHED BY ORDINANCE.

(e) GRADED ACCESS. (Deleted by Ord. 1813, adopted 5-17-16)

(f) LOW COST MAINTENANCE PAVING PROGRAM. (Deleted by Ord. 1813, adopted 5-17-16)

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Mike Meersman
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Addendum to the Concession Agreement with Kingman Softball Association

---

SUMMARY:
The City of Kingman and the Kingman Softball Association are seeking approval of an addendum to the Concession Agreement dated January 4, 2021. This mutual agreement will extend the Licensee's current concession agreement with the City to December 31, 2025.

FISCAL IMPACT:
There will be a positive fiscal impact of an estimated $7,000 to the General Fund.

STAFF RECOMMENDATION:
Staff recommends approval.

SUGGESTED MOTION:
Move to approve the addendum.

ATTACHMENTS:
Concession Agreement.pdf
DOC006.pdf
ADDENDUM Concession Agreement.docx

CITY OF KINGMAN CONCESSION AGREEMENT

This agreement between the City of Kingman, Arizona, a Municipal Corporation (City) and The Kingman Softball Association, (Licensee).

In consideration of the promises and covenants contained herein, it is agreed:

1. Grant of Use of Premises. City hereby grants to Licensee the right to use the premises herein described for the purposes of managing a concession stand. This includes the right to sell food, non-alcoholic beverages, alcoholic beverages (if listed on attachment A), and items normally associated with a snack bar. Licensee may not use the premises for any other purposes without the prior written consent of City. Licensee shall not allow the use of the premises by any other persons other than members of the Licensee's organization without the express, written consent of the City. The City may disapprove use if the proposed use violates City rules and regulations, violates City policy, violates any municipal, state or federal law, is not within the theme or character of the park, or sacrifices public health, safety and welfare, or for any other reason that infringes on the public good and enjoyment.

2. Description of Premises. The premises which are the subject of this agreement consist of the facility described on attachment A.

3. Term. The term of this Agreement shall commence on January 1, 2021, and end December 31, 2024. This Agreement may be extended upon mutual written agreement of both parties in the case of tournament play. The terms and conditions of the Agreement for such extended period shall be those of the original Agreement as contained herein.

4. License Fee. In consideration of the license to for the use of the premises by the Licensee, Licensee hereby covenants and agrees to pay to City as a license for said premises the sum of 10% of the gross receipts on a weekly basis accompanied by and accounting report summarizing the calculation of gross receipts.

5. City's Obligations.

a. The City will provide the following:

1. Ingress and egress for Licensee, its members, and its employees in performance of their obligations and duties.
2. Maintain the City's equipment at the facility.
3. Maintain the exterior of the facility and keep the blacktop and restrooms clean to include soap and hand drying apparatus.
4. Supply the electric and water for activities that are directly related to the operation of the snack bar.
5. Garbage dumpsters.

b. City will have the sole right to regulate all vehicle and pedestrian traffic within the park, including parking and movement of vehicles of Licensee, or Licensee's customers.

6. Licensee's Obligations. Licensee will provide the following:

a. Shall, at its own expense, maintain the premises in a clean, safe, orderly, and sanitary condition.
b. Shall monitor the activities of its patrons and make all reasonable efforts to prevent harm to either the patrons or the Premises.
c. Shall make the snack bar available to the public during:
1. All scheduled events.
2. All special events.
3. Other times requested by the City.
d. May furnish additional equipment, subject to written City approval and shall maintain all equipment, furniture, fixtures, and accessories necessary to operate the concession.
e. Shall provide to the City a complete menu and price lists for approval no later than thirty (30) days prior to sales. Licensee shall sell only those items and at the price approved by the City.
f. Shall maintain, provide a copy to the City, and display at all times all relevant food permits, business licenses, and certifications required by City, County, and State rules, laws and regulations; including but not limited to: City Business License, Food Handler's Permit from the Mohave County Health Department, Alcohol Beverage Server Certificate.
g. Shall maintain and provide all records necessary for City audit purposes. Provide Income Statement and Balance Sheet (30) days after the season ends. Comply with all Federal, State, and Local laws that would arise out of this agreement; including but not limited to sales tax collection.

7. Improvements.

a. No substantial changes shall be made to the Premises without the written consent of the City. The City has absolute discretion to refuse consent if improvement is not within the theme or character of the park, or sacrifices public health, safety and welfare, or for any other reason that infringes on the public good and enjoyment.
g. Title to all trade fixtures, equipment, signs, appliances, furniture, and other personal property of any nature at any time installed by or for Licensee on the Premises, shall be and remain in Licensee and none of such items shall be deemed a part of the realty. At the expiration of this agreement, any of such items may be removed from the demised premises.

8. Signs and Advertising.

a. Subject to the limitations hereinafter expressed, Licensee, at its expense, shall have the right to place, construct and maintain on the premises, signs advertising its business at the premises and no other signs. No such signs, billboard, poster or similar device shall be erected, displayed or maintained on the site or the premises until City has approved, in writing, the number of signs, the size, form, content, color, materials, design and location thereof; and any such sign, billboard, poster or other similar device which City determines that Licensee has erected, displayed, or maintained in violation of such approval, maybe removed by City at the expense of Licensee.

b. The installation or use of any floodlights, neon lights, colored lights or other means of lighting shall be subject to approval in writing by City and shall comply with City's design standards.

d. City will have the right, without liability of any kind to Licensee, its members, agents or employees, to make still photographs, take motion pictures of, televise, or otherwise reproduce in any manner it deems desirable, the premises or any portion or phase thereof. It may use any of the same any time during the term of this License or thereafter, for any purpose, commercial or otherwise, and any of the same may include the name of Licensee or any phase of Licensee's business, project or exhibit. Any use of the foregoing will conform with general standards of good taste. Licensee will assist City with obtaining releases, clearances, or other suitable instruments from any of its employees in the event City uses any photographs, motion pictures, or television shows or exercises any other rights provided above.

9. Temporary Cessation of Performance. At its sole discretion, the Licensee may temporarily suspend operation in the event a condition representing unreasonable risk or discomfort to the public occurs. In such event, City shall immediately be notified and operations shall be commenced as soon as possible following the termination of the condition causing the unreasonable risk or discomfort to the public. At its sole discretion, City may temporarily suspend operations of Licensee in the event that it is determined that Licensee's operation presents an unreasonable risk or discomfort to the public. In such event, the Licensee shall immediately be notified, and shall suspend operations until the agency that directed suspension of operations is satisfied that the future conduct of the operations shall not pose an unreasonable risk or discomfort to the public.

10. Inspection. City shall have the right to designate inspectors and such inspectors shall have the right at all reasonable times to inspect any property and any activities of Licensee on the Premises and Licensee shall give said inspectors free access to any space used or occupied by Licensee, and will, upon request of such inspector, operate or demonstrate any machinery or electrical appliances in the possession of Licensee on the Premises, or demonstrate or operate any process or activities being carried on by Licensee.

11. No Title Vested. This agreement is not intended to and shall not vest in the Licensee any title in the real estate, fixtures, or any personal property belonging to City now located or which may hereinafter be located in or around the premises to be occupied by the Licensee.

12. Use of Building. The parties hereto expressly agree that the license granted herein shall be for the use and benefit of the public frequenting the park. Licensee shall not use the premises for any purpose other than as designated in this agreement. Licensee shall comply with the Rules and Regulations of the City as promulgated from time to time by the City, which rules and regulations are hereby made a part hereof and by this reference incorporated herein. The City reserves the right to make reasonable amendments to the Rules and Regulations for the safety, care and cleanliness, for the preservation of good order therein, and for the comfort, quiet enjoyment and convenience of other concessionaires and the public.

13. Insurance Requirements.

Before the beginning of each season Provide the City with a liability insurance policy and endorsement naming the City as co-insured for the operation of the concession and other services performed under this agreement.

Liability limits shall be as follows:

General Liability	$1,000,000 each occurrence/$2,000,000 Aggregate (Including Premises/Operations, Products/Completed Operations, Personal Injury/Advertising Injury, Contractual Liability, Independent Contractors, Stop Gap/Employers Liability and Commercial Liquor Liability)
Excess Insurance	$5,000,000/each occurrence
Commercial Crime	$250,000
Liquor Liability	$1,000,000 each occurrence/$2,000,000 Aggregate (if not included in the general liability)
Professional Liability	$1,000,000 each occurrence/$2,000,000 Aggregate
Employer Liability	$1,000,000 each occurrence/$2,000,000 Aggregate (if not included in the general liability)
Automobile Liability	$300,000 combined single limit.

The General, Personal Injury, Liquor Liability and Excess Insurance shall be written on an occurrence base form. Additionally, no policy listed above shall have a deductible greater than $25,000 per occurrence.

Worker's Compensation Insurance in compliance with Arizona and any applicable federal statute.

The Licensee is responsible for any insurance on their personal property kept on-site. The Licensee hereby releases the City from any claim arising in any way from loss or damage to Licensee's personal property.

14. Waiver of Performance. The failure of City to insist in any instance on strict performance of any provision or condition of this agreement or to exercise any right herein shall not have the effect of or be construed as a waiver of such condition or right in any other instance.

15. Indemnification. The Licensee assumes full responsibility for the acts and conduct of all participants, spectators, and others utilizing or attending that portion of the facility being used by the Licensee. Licensee shall indemnify, and hold City and all its officers, agents and employees harmless from, and shall defend them against all claims for injury to persons, including, but not limited to, injuries to members of Licensee, participants, customers, and spectators, and claims for damage to property arising from the use of the facility by Licensee, Licensee's employees, persons attending the facility, or for contract damages or any other losses.

16. Release. City assumes no responsibility for the loss or damage of Licensee's property or improvements placed on or in the facility, and Licensee hereby expressly releases and discharges City from any and all liability for loss to such property or improvements. City shall not be liable for any financial loss incurred by Licensee due to unforeseen or uncontrollable events which cause failure of any or all of the facilities to operate during the term hereof.

17. Fire. If the facilities or any equipment thereon owned by City necessary to the use of the facility shall be damaged or destroyed by fire, act of God, or other unforeseen circumstances, and City does not, within 30 days after such casualty, commence repair or replacement of said equipment and thereafter diligently continue the same to completion, then in that event this agreement shall terminate and each party shall be released from further obligation hereunder.

18. Assignment. Licensee shall not assign any rights under this contract nor delegate any of its duties without prior written approval by the City.

19. Default. Upon failure of Licensee to either provide adequate service to the public or to comply with any provision, stipulation, or condition of this lease, including the payment of any fee or charge as herein agreed, this agreement may be suspended or cancelled at the sole discretion of City.

20. Termination Rights. City reserves the right to terminate this agreement in the event any of the following circumstances should occur:

a. Licensee becomes insolvent;

b. Licensee is adjudged bankrupt;

c. Licensee abandons or vacates the Premises (failure to occupy and operate the Premises for fifteen (15) consecutive days during this agreement, shall be deemed an abandonment or vacation); or

d. Licensee fails to make the payments covered by this agreement as and when due to City, if the failure continues for ten (10) days after notice has been given to Licensee. Should any of the foregoing circumstances occur, it shall be lawful for City, its agents, servants, and employees, with or without process of law, to enter upon and take possession of said premises, including all improvements thereon, declare this lease terminated and the interest of the Licensee forfeited.

21. Expiration of Agreement. Upon the expiration of this agreement and any extension thereof, the Licensee shall have the right to remove all personal property belonging to it; provided that if said removal causes any damage to the premises, the Licensee will repair the same in a proper and satisfactory manner at its expense. All personal property, fixtures, and equipment belonging to the Licensee, but left on the premises after the expiration of this contract, shall become the property of City.

22. Surrender of Premises: At any termination of this agreement, Licensee covenants and agrees to yield and deliver peaceably to City, possession of the Premises and the improvements erected thereon by Licensee, in good condition, ordinary wear and tear excepted. Licensee shall perform all restoration made necessary by the removal of

Licensee's personal property that remains on the premises at expiration of this lease. If Licensee fails to surrender the premises to City by the time stated, Licensee shall hold City harmless from all damages resulting from Licensee's failure to surrender the premises, including, but not limited to, claims made by a succeeding licensee resulting from Licensee's failure to surrender the Premises.

23. Taxes. Licensee shall pay and discharge as they become due, promptly and before delinquency, all governmental taxes, of whatever name, nature or kind, which may be assessed or imposed against the Licensee herein.

24. Availability of Funds. City shall not be obligated under the terms of this agreement unless there are available funds lawfully appropriated for its performance.

25. Laws. The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees or other laws (hereinafter collectively "Laws") applicable. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

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

CITY:	LICENSEE
Mail or Deliver To:	Mail or Deliver To:
Ron Foggin	See Attachment A
City Manager	
310 N 4th St	
Kingman, Arizona 86401	

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

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

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

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

31. Construction of Contract. This agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this agreement.

32. Legal Arizona Workers Act. In compliance with A.R.S. § 41-4401, the Parties hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the Parties' employment of their employees, and with the E-Verify requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each subcontractor who performs any work for the Parties under this Agreement likewise complies with the State and Federal Immigration Laws. If subcontractors are used, their insurance will also need to name the City as additional insured.

The Parties agree and warrant that the Parties shall each have the right at any time to inspect the books and records of the other Parties and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. The Parties agree that any act by another Party or subcontractor that results in the impediment or denial of access of the books and records of the Parties or subcontractor shall be a material breach of this Agreement on the part of the that Party.

Nothing herein shall make the Parties or subcontractor an agent or employee of any of the other Parties. Nothing herein shall act to establish privity of contract between any of the Parties and any subcontractor.

Any breach of the Parties' or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting the offending Party to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Party shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to each Parties' approval as soon as possible so as not to delay project completion and at no additional expense to the other Parties. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of the offending Party.

The Parties shall advise each subcontractor of the Parties' rights and the subcontractor's obligations under this Article by including a provision in its contract with each subcontractor in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that the Parties may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

33. Non-Discrimination. The Parties will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, familial status or any other protected basis in the selection, treatment and retention of employees, subcontractors or in the procurement of materials and leases of equipment. The Parties also will not participate, either directly or indirectly, in any type of discrimination prohibited by any federal, state, or local law, including but not limited to Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Executive Orders 99-4 and 2000-4 (including any amendments thereto).

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below. This Agreement shall be effective as of the date first above written, and upon being fully executed.

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

1/4/2021
Date Signed

By _____
Ron Foggin, City Manager

LICENSEE;

1-4-2021
Date Signed

By _____
Theresa Acuna

1-4-2021
Date Signed

By _____
Marc Abramson

ADDENDUM

City of Kingman Concession Agreement
between
The City of Kingman, Arizona
and
The Kingman Softball Association

This Addendum is made to the Concession Agreement between the City of Kingman (City) and The Kingman Softball Association (Licensee) executed January 4th, 2021, and now amended by mutual agreement by the parties as follows:

Agreement Term Extension - The Licensee's current concession agreement with the City shall extend until December 31st, 2025.

All other terms and conditions remain unchanged and in effect. This Addendum and any/all preceding amendments to the Agreement are hereby incorporated by reference into the original Agreement executed January 4th, 2021, as if fully rewritten therein.

IN WITNESS WHEREOF, the parties executed this Addendum as of April _____, 2025.

CITY OF KINGMAN, ARIZONA,
an Arizona municipal corporation

Tim Walsh, City Manager

The Kingman Softball Association,
(Licensee)

(type name here)

ATTEST:

Annie Meredith, City Clerk

APPROVED AS TO FORM:

Carl Cooper, City Attorney

ADDENDUM

City of Kingman Concession Agreement
between
The City of Kingman, Arizona
and
The Kingman Softball Association

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All other terms and conditions remain unchanged and in effect. This Addendum and any/all preceding amendments to the Agreement are hereby incorporated by reference into the original Agreement executed January 4th, 2021, as if fully rewritten therein.

IN WITNESS WHEREOF, the parties executed this Addendum as of May _____, 2025.

CITY OF KINGMAN, ARIZONA,
an Arizona municipal corporation

_____
Tim Walsh, City Manager

The Kingman Softball Association,
(Licensee)

_____
(Gerald Lewis)

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:	Rob Owen
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	*AMENDED* Budget Increase for Powerhouse Entrance Project

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SUMMARY:
At the April 18, 2023 City Council Meeting, the City approved entering into an Intergovernmental Agreement(IGA) with the Arizona Department of Transportation (ADOT) for a Highway Safety Improvement Program (HSIP) Project to relocate the entrance of the Powerhouse and install LED Stop Signs in various locations in the City. At the September 17, 2024 City Council Meeting, the City approved an increase of $58,140 in response to bids coming in higher than the Engineer's Estimate.
During the course of construction unforeseen circumstances including underground conditions required additional work and caused delays to the project.
The agreed upon amount was determined at the State Engineer level after being escalated. The City's IGA with ADOT to complete this project requires the City to cover any costs over the HSIP awarded amount, therefore the City is responsible to pay the full $300,000.

FISCAL IMPACT:
Approval of the budget increase would result in a decrease of $300,000 to the City's Highway User Revenue Funds (HURF).

STAFF RECOMMENDATION:
Approve the Budget Increase for the Powerhouse Entrance Project, ADOT Project KNG-0-(212)T / T042101C in the amount of $300,000 to be paid from HURF Funds.

SUGGESTED MOTION:
Move to approve the Budget Increase for the Powerhouse Entrance Project, ADOT Project KNG-0-(212)T / T042101C in the amount of $300,000 to be paid from HURF Funds.

ATTACHMENTS:
T0421 Andy Devine and Various Locations, Budget Increase.pdf
T042101C_Agreement_Estimate_Recap_-_Local_Government (1).pdf
23-0009069-Dist_NW-City_of_Kingman-T0421_01D_03D_01C-EXECUTED (2).pdf

ARIZONA DEPARTMENT OF TRANSPORTATION

OFFICE MEMO

5/1/25

TO: ELISE MAZA
Finance Administrator

FROM: BILL FAY
State Construction Engineer
Construction Group, MD 172A

Darin Dryden
Resident Engineer

Date:

THRU: JAMES WINDSOR
Deputy State Engineer
Statewide Operations, 102A

Andrew Roth
Assistant District Engineer

Date:

RE: KNG-0-(212)T / T042101C
City of Kingman
Andy Devine Ave & Var Location

UNIT: 4517

Funding Source: City of Kingman

Original Contract Amount "Construction":	1,061,908.00	
Five Percent Contingency:	53,095.00	
Public Relations:	5,000.00	
CE:	103,000.00	10%
Incentives:	-	
Other:	-	
Post Design:	16,387.00	
ICAP	-	
Original Construction Budget:	**$ 1,239,390.00**	
Previous Requested Budget Increase(s)	0.00	
Revised Construction Budget:	**1,239,390.00**	
Actual Contractor Pay:	833,549.25	
Actual Other Construction:	7,078.42	
Actual Public Relations:	4,927.17	
Actual Total CE:	41,577.05	3.92%
Actual Post Design:	14,567.25	
Actual ICAP Charges	-	
Total Charges:	**901,699.14**	
Contract Work Remaining / Overruns:	238,437.00	
Additional Public Relations:	72.83	
Additional CE Costs:	61,422.95	5.78%
Additional Post Design:	10,000.00	
Additional Suppl. Agree:	321,584.00	
Additional Costs:	6,174.08	
Proposed New Construction Budget:	**1,539,390.00**	
Requested Construction Amount:	**300,000.00**	
Total Requested	**300,000.00**	

$ 0.00	**$ 300,000.00**
FA Request	NFA Request

Reason for Increase:

The purpose of this budget increase is due to an escalation to the State Engineer level. The contractor escalated additional compensation for delays due to unforseen conditions, The contractor , RE and District Administrator had been unable to come to compromise as to how much the contractor was entitled to.

I recommend that the budget for this project be increased to accommodate this additional work.

Bret Anderson	Date:
Bill Fay State Construction Engineer	Date:
James Windsor Deputy State Engineer	Date:
Elise Maza Resource Administration	Date:

Cost Analysis

Additional CE Costs			
Description	**Hrs**	**Hourly Rate**	**Amount**
CE Remaining			61,422.95
			-
			-
			-
		TOTAL	$ 61,422.95

This total should match the amount entered on Budget Increase "Additional CE"

Contract Work Remaining					
Item No.	**Description**	**Unit**	**Unit Price**	**Qty**	**Amount**
701	Traffic Control Items		24,500.00	1.00	24,500.00
Various	See Attached Project Forecast		$213,937.00	1.00	213,937.00
					-
					-
					-
					-
				TOTAL	$ 238,437.00

This total should match the amount entered on Budget Increase "Contract Work Remaining"

Additional Supplemental Agreements		
SA No.	**Description**	**Amount**
	Escalation Settlement: The cost of the settlement included Change Orders 2 ($20,000), 3 ($24,100) and 4 ($40,500). The remander ($280,584) is to compensate the contractor for delay days.	
CO 01	Handrail	500.00
CO 02	Existing spillway concrete thickness (This SA has been paid and accounted for in contractor pay and will not be show in the total for Additional Supplemental Agreements.)	
CO 03	Concrete Ford wall removal (This SA has been paid and accounted for in contractor pay. and will not be show in the total for Additional Supplemental Agreements.)	
CO 04	Detail D Catch Basin Modifications	40,500.00
CO 05	Compensation to the Contractor for delays per escalation agreement	280,584.00
	TOTAL	$ 321,584.00

This total should match the amount entered on Budget Increase "Additional Supplemental Agreements"

Additional Post Design:		
Description		**Amount**
Post Design		10,000.00
TOTAL	$	10,000.00

This total should match the amount entered on Budget Increase "Additional Post Design"

Additional Public Relations:		
Description		**Amount**
Public Relations Remaining		72.83
TOTAL	$	72.83

This total should match the amount entered on Budget Increase "Additional Public Relations"

Arizona Department of Transportation

Andy Devine and Various Locations
TRACS #T042101C

Project Forecast

					Contract Bid Amount:	$1,061,908.25	Plans Payment			Actual/Est. Payment		$ Cost Var. (+/-	Percent		
CPE Payment Total							1,174,959.50			1,022,944.25		-152,015.25	87	0	
Item No.	Sec.	Item Description	Unit Price	Plans Quantity	Plans Payment	Actual Quantity	Estimated Quantity	Actual/Est. Payment	Qty. Var. (+/-)	$ Cost Var. (+/-)	Percent	Major Item?	Contract Work Remaining
2020020	1	REMOVAL OF CONCRETE CURB	120.00	30.00	3,600.00	30.00	30.00	3,600.00	0.00	0.00	100	No	$0.00
2020021	1	REMOVAL OF CONCRETE CURB AND GUTTER	120.00	108.00	12,960.00	26.00	108.00	3,120.00	-82.00	-9,840.00	24	No	$9,840.00
2020025	1	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	18.00	669.00	12,042.00	130.00	669.00	2,340.00	-539.00	-9,702.00	19	No	$9,702.00
2020042	1	REMOVAL OF PIPE (WATER MAIN)	150.00	25.00	3,750.00	25.00	25.00	3,750.00	0.00	0.00	100	No	$0.00
2020052	1	REMOVE (HANDRAIL)	40.00	69.00	2,760.00	69.00	69.00	2,760.00	0.00	0.00	100	No	$0.00
2020053	1	REMOVE (SIGN PANEL)	500.00	9.00	4,500.00	9.00	9.00	4,500.00	0.00	0.00	100	No	$0.00
2020054	1	REMOVE (SCUPPER)	1,500.00	10.00	15,000.00	12.00	12.00	18,000.00	2.00	3,000.00	120	No	$0.00
2020115	1	REMOVE (FIRE HYDRANT)	6,500.00	1.00	6,500.00	1.00	1.00	6,500.00	0.00	0.00	100	No	$0.00
2020120	1	REMOVE (WALL)	200.00	61.00	12,200.00	76.00	76.00	15,200.00	15.00	3,000.00	125	No	$0.00
2020162	1	REMOVE (CONCRETE SPILLWAY)	135.00	132.00	17,820.00	132.00	132.00	17,820.00	0.00	0.00	100	No	$0.00
2020400	1	REMOVE AND RELOCATE (SIGN ASSEMBLY)	650.00	1.00	650.00		1.00	650.00		0.00	100	No	$650.00
2050001	1	GRADING ROADWAY FOR PAVEMENT	30.00	599.00	17,970.00		599.00	17,970.00		0.00	100	No	$17,970.00
3030022	1	AGGREGATE BASE, CLASS 2	100.00	124.00	12,400.00		124.00	12,400.00		0.00	100	No	$12,400.00
4090006	1	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL) (SPECIAL MIX)	600.00	139.00	83,400.00	145.00	145.00	87,000.00	6.00	3,600.00	104	Yes	$0.00
5012524	1	STORM DRAIN PIPE, 24"	300.00	8.00	2,400.00	8.00	8.00	2,400.00	0.00	0.00	100	No	$0.00
5030608	1	CONCRETE CATCH BASIN (DETAIL D)	12,500.00	1.00	12,500.00	1.00	1.00	12,500.00	0.00	0.00	100	No	$0.00
5030609	1	CONCRETE CATCH BASIN (MAG DETAIL 538)	12,500.00	1.00	12,500.00	0.00	-	0.00	-1.00	-12,500.00	0	No	$0.00
5050201	1	RESET FRAME AND COVER FOR MANHOLE	2,500.00	1.00	2,500.00		1.00	2,500.00		0.00	100	No	$2,500.00
6070038	1	SLIP BASE	600.00	1.00	600.00		1.00	600.00		0.00	100	No	$600.00
6071054	1	SIGN POST (PERFORATED)(2 S)	100.00	8.00	800.00		8.00	800.00		0.00	100	No	$800.00
6070055	1	SIGN POST (PERFORATED) (2 1/2 S)	100.00	24.00	2,400.00	0.00	-	0.00	-24.00	-2,400.00	0	No	$0.00
6070057	1	SIGN POST (PERFORATED) (2 1/2 T)	100.00	12.00	1,200.00	0.00	-	0.00	-12.00	-1,200.00	0	No	$0.00
6070060	1	FOUNDATION FOR SIGN POST (CONCRETE)	600.00	4.00	2,400.00	0.00	-	0.00	-4.00	-2,400.00	0	No	$0.00
6080005	1	REGULATORY, WARNING, OR MARKER SIGN PANEL	75.00	20.00	1,500.00		20.00	1,500.00		0.00	100	No	$1,500.00
6080110	1	REMOVE AND REINSTALL SIGN	850.00	5.00	4,250.00	7.00	7.00	5,950.00	2.00	1,700.00	140	No	$0.00
6110200	1	METAL HANDRAIL (MAG DLT 145)	250.00	32.00	8,000.00		32.00	8,000.00		0.00	100	No	$8,000.00
7015051	1	OBLITERATE PAVEMENT MARKING (ARROW, SYMBOL OR LEGEND)	500.00	3.00	1,500.00	0.00	-	0.00	-3.00	-1,500.00	0	No	$0.00
7015052	1	OBLITERATE PAVEMENT MARKING (STRIPE)	10.00	660.00	6,600.00	0.00	-	0.00	-660.00	-6,600.00	0	No	$0.00
7015091	1	SPECIALTY SIGNS	50.00	130.00	6,500.00	130.00	130.00	6,500.00	0.00	0.00	100	No	$0.00
7016030	1	BARRICADE (TYPE 1, TYPE 2, VERT.PANEL, TUBULAR MARKER)	2.25	3,288.00	7,398.00	10,242.00	10,242.00	23,044.50	6,954.00	15,646.50	311	No	$0.00
7016031	1	BARRICADE (TYPE 3, HIGH LEVEL FLAG TREE)	3.25	840.00	2,730.00	0.00	-	0.00	-840.00	-2,730.00	0	No	$0.00
7016033	1	PORTABLE SIGN STAND (SPRING TYPE)	3.00	3,814.00	11,442.00	3,184.00	3,184.00	9,552.00	-630.00	-1,890.00	83	No	$0.00
7016035	1	WARNING LIGHT (TYPE A)	1.25	5,417.00	6,771.25	3,171.00	3,171.00	3,963.75	-2,246.00	-2,807.50	59	No	$0.00
7016037	1	WARNING LIGHT (TYPE C)	1.25	3,488.00	4,360.00	10,160.00	10,160.00	12,700.00	6,672.00	8,340.00	291	No	$0.00
7016050	1	TRUCK-MOUNTED ATTENUATOR	600.00	4.00	2,400.00	0.00	-	0.00	-4.00	-2,400.00	0	No	$0.00
7016051	1	TEMPORARY SIGN (LESS THAN 10 S.F.)	3.00	2,366.00	7,098.00	2,393.00	2,393.00	7,179.00	27.00	81.00	101	No	$0.00
7016052	1	TEMPORARY SIGN (10 S.F. OR MORE)	3.00	1,544.00	4,632.00	1,590.00	1,590.00	4,770.00	46.00	138.00	103	No	
7016067	1	CHANGEABLE MESSAGE BOARD (CONTRACTOR FURNISHED)	100.00	38.00	3,800.00	50.00	50.00	5,000.00	12.00	1,200.00	132	No	$0.00
7016075	1	FLAGGING SERVICES (CIVILIAN)	120.00	56.00	6,720.00	218.00	218.00	26,160.00	162.00	19,440.00	389	No	$0.00
7016079	1	FLAGGING SERVICES (UNIFORMED OFFICER)	150.00	274.00	41,100.00	0.00	25.00	0.00	-274.00	-41,100.00	0	Yes	$3,750.00
7030084	1	OBJECT MARKER (M-23) (TYPE 1 OR 4)	500.00	2.00	1,000.00		2.00	1,000.00		0.00	100	No	$1,000.00
7040005	1	PAVEMENT MARKING (WHITE EXTRUDED THERMOPLASTIC) (0.090")	2.50	1,810.00	4,525.00		1,810.00	4,525.00		0.00	100	No	$4,525.00
7040006	1	PAVEMENT MARKING (YELLOW EXTRUDED THERMOPLASTIC) (0.090")	2.50	2,150.00	5,375.00		2,150.00	5,375.00		0.00	100	No	$5,375.00
7040072	1	PAVEMENT MARKING (TRANSVERSE) (THERMOPLASTIC) (ALKYD) (0.090")	4.00	690.00	2,760.00		690.00	2,760.00		0.00	100	No	$2,760.00
7040073	1	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	450.00	2.00	900.00		2.00	900.00		0.00	100	No	$900.00
7040074	1	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC) (ALKYD) (0.090")	450.00	8.00	3,600.00		8.00	3,600.00		0.00	100	No	$3,600.00
7080201	1	WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED) (WHITE)	2.00	930.00	1,860.00		930.00	1,860.00		0.00	100	No	$1,860.00
7080202	1	WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED) (YELLOW)	2.00	1,430.00	2,860.00		1,430.00	2,860.00		0.00	100	No	$2,860.00
7080206	1	WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED SYMBOL) (ARROW)	250.00	8.00	2,000.00		8.00	2,000.00		0.00	100	No	$2,000.00

Arizona Department of Transportation

Andy Devine and Various Locations
TRACS #T042101C

Project Forecast

		Contract Bid Amount:	**$1,061,908.25**		**Plans Payment**			**Actual/Est. Payment**		**$ Cost Var. (+/-**	**Percent**		
CPE Payment Total					**1,174,959.50**			**1,022,944.25**		**-152,015.25**	87	0	
Item No.	**Sec.**	**Item Description**	**Unit Price**	**Plans Quantity**	**Plans Payment**	**Actual Quantity**	**Estimated Quantity**	**Actual/Est. Payment**	**Qty. Var. (+/-)**	**$ Cost Var. (+/-)**	**Percent**	**Major Item?**	**Contract Work Remaining**
7080208	1	WATERBORNE-TYPE I PAVEMENT MARKING (PAINTED LEGEND) (ONLY)	250.00	2.00	500.00		2.00	500.00		0.00	100	No	$500.00
7080301	1	PAINT BULL NOSE	500.00	2.00	1,000.00	0.00	-	0.00	-2.00	-1,000.00	0	No	$0.00
7370421	1	ELECTRICAL SYSTEM (SOLAR POWERED FLASHING STOP SIGN)	8,500.00	5.00	42,500.00	5.00	5.00	42,500.00	0.00	0.00	100	Yes	$0.00
8030092	1	GRANITE MULCH (1 - 1/4 INCH MINUS)	200.00	31.00	6,200.00		31.00	6,200.00		0.00	100	No	$6,200.00
8080187	1	AIR/VACUUM RELEASE VALVE (1")(COK STD DLT 388)	10,000.00	1.00	10,000.00	1.00	1.00	10,000.00	0.00	0.00	100	No	$0.00
8080221	1	GATE VALVE (6")	10,000.00	1.00	10,000.00	1.00	1.00	10,000.00	0.00	0.00	100	No	$0.00
8080222	1	GATE VALVE (8")	12,000.00	6.00	72,000.00	6.00	6.00	72,000.00	0.00	0.00	100	Yes	$0.00
8080651	1	FIRE HYDRANT	14,000.00	1.00	14,000.00	1.00	1.00	14,000.00	0.00	0.00	100	No	$0.00
8081008	1	WATER MAIN (8")(DUCTILE IRON PIPE)	450.00	153.00	68,850.00	204.00	204.00	91,800.00	51.00	22,950.00	133	Yes	$0.00
8081009	1	WATER MAIN (6")(DUCTILE IRON PIPE)	450.00	18.00	8,100.00	18.00	18.00	8,100.00	0.00	0.00	100	No	$0.00
9010001	1	MOBILIZATION	125,964.11	1.00	125,964.11	1.00	1.00	125,964.11	0.00	0.00	100	Yes	$0.00
9080001	1	CONCRETE CURB (C-05.10) (TYPE A)	75.00	378.00	28,350.00		378.00	28,350.00		0.00	100	No	
9080084	1	CONCRETE CURB AND GUTTER (TYPE D, H=6")	100.00	174.00	17,400.00		174.00	17,400.00		0.00	100	No	$17,400.00
9080201	1	CONCRETE SIDEWALK (C-05.20)	25.00	605.00	15,125.00		605.00	15,125.00		0.00	100	No	$15,125.00
9080242	1	CONCRETE SIDEWALK (SIDEWALK/TOEDOWN, DETAIL C)	150.00	61.00	9,150.00		61.00	9,150.00		0.00	100	No	$9,150.00
9080303	1	CONCRETE DRIVEWAY	30.00	1,049.00	31,470.00		1,049.00	31,470.00		0.00	100	No	$31,470.00
9140108	1	WALL (RESTORATION, DETAIL F)	1,000.00	14.00	14,000.00		14.00	14,000.00		0.00	100	No	$14,000.00
9210011	1	MEDIAN PAVING	250.00	48.00	12,000.00	0.00	-	0.00	-48.00	-12,000.00	0	No	$0.00
9240010	1	FORCE ACCOUNT WORK (CONNECT WATER SERVICE)	1.00	10,000.00	10,000.00		10,000.00	10,000.00		0.00	100	No	$10,000.00
9240119	1	MISCELLANEOUS WORK (VALVE ABANDONMENT DETAIL)	5,000.00	2.00	10,000.00	2.00	2.00	10,000.00	0.00	0.00	100	No	$0.00
9240120	1	MISCELLANEOUS WORK (WATER MAIN TIE-IN DETAIL)	10,000.00	2.00	20,000.00	2.00	2.00	20,000.00	0.00	0.00	100	No	$0.00
9240129	1	MISCELLANEOUS WORK (CONCRETE SPILLWAY)	300.00	35.00	10,500.00		35.00	10,500.00		0.00	100	No	$10,500.00
9240144	1	MISCELLANEOUS WORK (2")(WATER SERVICE LINE)	175.00	18.00	3,150.00	18.00	18.00	3,150.00	0.00	0.00	100	No	$0.00
9250001	1	CONSTRUCTION SURVEYING AND LAYOUT	70,000.00	1.00	70,000.00	0.90	1.00	63,000.00	-0.10	-7,000.00	90	Yes	$7,000.00
2020053	2	Remove Sign Panel	500.00	2.00	1,000.00	2.00	2.00	1,000.00	0.00	0.00	100	No	$0.00
7016051	2	Temporary Sign Less than 10 SF	3.00	200.00	600.00	15.00	15.00	45.00	-185.00	-555.00	8	No	$0.00
7016052	2	Tempoary Sign 10 SF or More	3.00	160.00	480.00	15.00	15.00	45.00	-145.00	-435.00	9	No	$0.00
7370421	2	Electrical SYSTEM (SOLAR POWERED FLASHING STOP SIGN)	8,500.00	6.00	51,000.00	6.00	6.00	51,000.00	0.00	0.00	100	Yes	$0.00
9010001	2	MOBILIZATION	4,035.89	1.00	4,035.89	1.00	1.00	4,035.89	0.00	0.00	100	No	$0.00

Finance

Contract Card | Finance | Contractor Payments | Budget Increase | Additional Information | BECO

5/1/2025

T042101C ...

BQ37LV3

Expenditure Report

Current Budget:	1,239,390.00
Encumbered:	323,438.50
Accrued Expenses:	0.00
Cash Expensed:	801,360.72
Actual Expenses:	801,360.72
Charges:	7,078.42
Total Charges:	808,439.14
Available Budget:	107,512.36
Project Status:	OPEN
Authorization Date:	2024-06-18T0

Remarks

Contractor Pay:	740,289.25	
Public Relations:	4,927.17	
Total CE:	41,577.05	
Direct CE:		0.00
Post Design - ADOT:		0.00
Rent-A-Tech:		0.00
Construction Admin:		0.00
Other CE:		41,577.05
Post Design:	14,567.25	
DPS:	0.00	
JPA'S:	0.00	
Utilities:	0.00	
ICAP:	0.00	
Other Construction:	7,078.42	
125 Report Total:	808,439.14	
CPE Payments:	833,549.25	
Contractor Pay:	740,289.25	
Difference:	93,260.00	

Agreement Estimate

Construction:	1,061,908.00
Contingency:	53,095.00
Public Relations:	5,000.00
CE:	103,000.00
Incentives:	
Other:	
Post Design:	16,387.00
DPS:	
JPA'S:	
Utilities:	
ICAP:	
Total:	1,239,390.00
Budget Increases:	0.00
De-Obl. Amount:	
REVISED TOTAL $	1,239,390.00
Federal Aid System:	
Field Red-lines:	
Record Drawings:	
Materials Closeout:	

Arizona Department of Transportation

Itemized Encumbrances Report

Acceptance Date	Trans Code	Trans Number	Dollar Amount	Current Balance	Activity	Customer Name	Description
12/06/2024	GA	T042101C1	1,061,908.00		AR14	FALCONE BROS & ASSOCIATES INC	T042101C
12/13/2024	GA	T042101C1	-186,307.59		AR14	FALCONE BROS & ASSOCIATES INC	T042101C
01/10/2025	GA	T042101C2	-74,028.02		AR14	FALCONE BROS & ASSOCIATES INC	T042101C
02/14/2025	GA	T042101C3	-289,157.75		AR14	FALCONE BROS & ASSOCIATES INC	T042101C
03/14/2025	GA	T042101C4	-133,535.89		AR14	FALCONE BROS & ASSOCIATES INC	T042101C
04/11/2025	GA	T042101C5	-57,260.00	321,618.75	AR14	FALCONE BROS & ASSOCIATES INC	T042101C
10/29/2024	GA	T042101C	1,061,908.00		AR14	FALCONE BROS INC	T042101C
12/06/2024	GA	T042101C	-1,061,908.00	.00	AR14	FALCONE BROS INC	T042101C
12/02/2024	GA	2022-006.08	16,387.00		AR20	KIMLEY-HORN AND ASSOCIATES INC	2022-006.08 TO 53 T042101C
03/17/2025	GA	250000017973	-12,209.70		AR20	KIMLEY-HORN AND ASSOCIATES INC	2022-006.08 TO 53 T042101C
04/14/2025	GA	250000019744	-2,357.55	1,819.75	AR20	KIMLEY-HORN AND ASSOCIATES INC	2022-006.08 TO 53 T042101C
		Total:	**323,438.50**	**323,438.50**			

AGREEMENT ESTIMATE
RECAPITULATION

0000 MO KNG T0421 01C — **CREATED: 08/05/24**

KNG-0(212)T — **REVISED:**

ANDY DEVINE AVE, ELLA'S PLACE TO 2ND STREET AND VARIOUS LOCATIONS, IN THE CITY OF KINGMAN — **ENGINEER: V RASHID**

DESCRIPTION		FHWA CODE	CONTRACTOR'S BID	FEDERAL PARTICIPATION	FEDERAL FUNDS 94.30%	LOCAL FUNDS 5.70%	FEDRAL FUNDS 100.00%	LOCAL FUNDS 100.00%	LENGTH IN MI
ROADWAY		28	1,004,792	972,452	917,023	55,429		32,340	0.050
SOLAR POWERED LED STOP SIGNS		28	57,116	34,084			34,084	23,032	
TRAINEES									
SUBTOTAL			1,061,908	1,006,536	917,023	55,429	34,084	55,372	
CONSTRUCTION ENGINEERING	Fixed	17	103,000	103,000	93,840	5,672	3,488		
POST DESIGN SERVICES	Fixed	17	16,387	16,387	14,930	902	555		
CONSTRUCTION CONTINGENCY	5%	28	53,095	50,327	45,851	2,772	1,704	2,768	
PAVEMENT INCENTIVES									
AC SMOOTHNESS									
AC QUALITY LOT									
PCCP SMOOTHNESS									
PCC QUALITY LOT									
OTHER INCENTIVES									
FINAL RIGHT-OF-WAY MONUMENTATION									
FLAGGING SERVICES									
RAILROAD/OTHER		21							
PUBLIC RELATION	Fixed	44	5,000	5,000	4,555	276	169		
OTHER									
PROJECT TOTAL:			**1,239,390**	**1,181,250**	**1,076,199**	**65,051**	**40,000**	**58,140**	**0.050**

NOTE:

Version: 10/16/19

123,191

DocuSign Envelope ID: 26883414-84CE-4EBF-A430-2C8E160E5221

ADOT CAR No.: IGA 23-0009069-I
AG Contract No.: P0012023000545
Project Location/Name: Andy Devine Ave & Various Locations
Type of Work: Street Improvements
Federal-aid No.: HSIP-KNG-0(212)T
ADOT Project No.: T0421 01D/03D/01C
TIP/STIP No.: KNG-H23-103
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF KINGMAN

THIS AGREEMENT ("Agreement") is entered into this date April 24, 2023, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF KINGMAN, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The work proposed under this Agreement consists of safety improvements and modifications to include: channelization, raised medians, curb bulb-outs, and restriping for narrow lanes from Ella's Place to 2nd Street on Andy Devine Avenue, reducing of skew angle and realignment of offset driveway at the intersection at the Visitors Center and 1st Street, (the "Project"). The Project will also include installation of solar powered Light Emitting Diode (LED) stop signs at four intersections: Willow Road and Gordon Drive, Kino Avenue and Bank Street, Western Avenue and Airway Avenue, and Hualapai Mountain Road and Monroe Street. The Project cost, shown in Exhibit A, is estimated at $1,454,250.00, which includes federal aid and the Local Agency 's match. The State will administer the design, and will advertise, bid and award, and administer the construction of the Project.

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4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the Western Arizona Council of Governments (WACOG). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

   d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at $1,710.00 and the Local Agency's share of the Project design costs, estimated at $13,851.00. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the Local

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Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.

c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, on behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at $65,051.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.

g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.

i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

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j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the initial PDA costs, estimated at $1,710.00 and the Local Agency's share of Project design costs, estimated at $13,851.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $65,051.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

g. As applicable, certify that the Local Agency has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements

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whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.

k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.

m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

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4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

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10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

12. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

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

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Kingman
Attn: Curtis Larsen
310 N. 4th Street
Kingman, AZ 86401
928.692.3106
clarsen@cityofkingman.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Kingman
Attn: Curtis Larsen
310 N. 4th Street
Kingman, AZ 86401
928.692.3106
clarsen@cityofkingman.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Kingman
Attn: Curtis Larsen
310 N. 4th Street
Kingman, AZ 86401
928.692.3106
clarsen@cityofkingman.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF KINGMAN

DocuSigned by:
By Ken Watkins 291B7A4C70BE44D... Date 4/19/2023
KEN WATKINS
Mayor

ATTEST:

DocuSigned by:
By Annie Meredith A7062F8979F6417... Date 4/24/2023
ANNIE MEREDITH
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the CITY OF KINGMAN, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

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

DocuSigned by:
By Carl Cooper E1EAEFC517D64A2... Date 4/19/2023
City Attorney

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ARIZONA DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By _____ Date 4/24/2023
2C8F28BDDCBC4A2...
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

DocuSigned by:
By _____ Date 4/24/2023
48C55E54D3CE49E...
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012023000545 (ADOT IGA 23-0009069-I), an Agreement between public agencies, the State of Arizona and the City of Kingman, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DocuSigned by:
By _____ Date 4/24/2023
8D316FBECFEB476...
Assistant Attorney General

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EXHIBIT A

Cost Estimate

T0421 01D/03D/01C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:	
Federal-aid funds @ 94.3%	$ 28,290.00
Local Agency's match @ 5.7%	1,710.00
Subtotal – PDA	**$ 30,000.00**
Scoping/Design:	
Federal-aid funds @ 94.3%	$ 229,149.00
Local Agency's match @ 5.7%	13,851.00
Subtotal – Scoping/Design	**$ 243,000.00**
Construction:*	
Federal-aid funds @100%	$ 40,000.00
Federal-aid funds @ 94.3%	1,076,199.00
Local Agency's match @ 5.7%	65,051.00
Subtotal – Construction	**$ 1,181,250.00**
Estimated TOTAL Project Cost	**$ 1,454,250.00**
Total Estimated Local Agency Funds	**$ 80,612.00**
Total Federal Funds	**$ 1,373,638.00**

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

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jason Moquin
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Ordinance No. 1974 - City of Kingman Municipal Code Text Amendment - Consolidation of General Plan Implementation

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SUMMARY:
A city-initiated text amendment to the City of Kingman Municipal Code Sections 2-136 and 2-137 to incorporate changes as reflected in the City of Kingman General Plan. Specifically, aligning the Municipal Code with the General Plan and repealing applicable sections which are adopted in the 2040 General Plan.

FISCAL IMPACT:
None

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance No. 1974.

SUGGESTED MOTION:
Move to approved Ordinance No. 1974 to amend City of Kingman Municipal Code Sections 2-136 and 2-137 to incorporate changes as reflected in the City of Kingman General Plan, aligning the Municipal Code with the General Plan and repealing applicable sections which are adopted in the 2040 General Plan.

ATTACHMENTS:
01 - GP25-0001_sr_Muni Code.pdf
02 - Exhibit A_Muni Code.pdf
03 - Muni Code Amend_CC 5-6-25.pptx
04 - Ordinance 1974_Muni Code

CITY OF KINGMAN
Development Services Department
Municipal Code Amendment
Staff Report
May 6, 2025

Requested Action: A city-initiated text amendment to the City of Kingman Municipal Code Sections 2-136 and 2-137 to incorporate changes as reflected in the City of Kingman General Plan. Specifically, aligning the Municipal Code with the General Plan in terms of acreage thresholds, major and minor amendment definitions, and timing of hearing proposed amendments.

GENERAL INFORMATION:

Applicant: City of Kingman
Development Services Department
310 N. Fourth Street
Kingman, AZ 86401

RECOMMENDATION

Based on the findings made in this report the staff recommendation is that the requested text amendment to the City of Kingman Municipal Code be recommended for approval.

FINDINGS OF FACT

The City of Kingman Municipal Code currently requires the following timing requirements and criteria for general plan amendments:

Sec. 2-136 Same—Amendment

(1) All major amendments proposed for adoption to the general plan by the common council shall be presented at a single public hearing during the calendar year the proposal is made. For this purpose the general plan major amendments public hearing will be held before the Kingman Common Council during the month of May. Deadlines for submitting major amendment requests shall be at least sixty (60) days prior to the regularly scheduled April planning and zoning commission meeting. Applications shall be made in the office of the development services department on an application form with

required documentation specified by guidelines provided by the planning department and accompanied with appropriate fees as required. After the development services department has determined that an application is complete, it will be scheduled for at least two (2) public hearings at different locations to be held by the planning and zoning commission.

(2) “Major amendments” are those defined in Ord. No. 1303 passed by the city council on August 6, 2001 [section 2-137].

(3) All other amendments are considered minor amendments, including periodic technical updates to the circulation, open space, growth area, and water resources, based on new information and reports.

(4) Amendments to the general plan of the City of Kingman shall be approved only if:

> (a) The amendment is consistent with the policies and objectives of the rest of the general plan; and
>
> (b) The proposed amendment furthers the public health, safety and general welfare of the citizens of Kingman.

(5) If the amendment is to the land use map, an additional finding must be made that the proposed change will be compatible with other land uses, existing or planned, in the vicinity.

(6) On an application to amend the land use map, the planning and zoning commission may only recommend approval or denial. The planning commission recommendation will be forwarded to the city council for public hearing and final action unless withdrawn by the applicant. On an application to amend the text of the plan, the planning and zoning commission may recommend approval, approval as modified by the commission, or denial. The commission’s recommendation will be forwarded to the city council for public hearing and final action.

(7) Minor amendments to the general plan map or text shall be adopted by resolution and become effective immediately upon approval by the city council. Major amendments to the general plan shall be adopted by resolution and shall have an affirmative vote of at least two-thirds (2/3) of the members of the common council.

(8) In cases where the amendment has been denied by the city council, no application for an amendment for the same or substantially the same request and, in the case of a map amendment, on the same or substantially the same property, shall be filed within one hundred eighty (180) days from the date of denial of the amendment.

(Ord. No. 1314, 10-15-01; Ord. No. 1553, 9-18-06)

Sec. 2-137 Major amendments to the city general plan.

(a) *Criteria.* The criteria for a “major amendment” to the Kingman City General Plan under the “growing smarter” legislation shall be whenever a request is made or action taken based on the following:

(1) *Commercial.* The proposal will add over two hundred fifty thousand (250,000) square feet of commercial in an area of at least twenty-five (25) acres over what had been previously allowed in the plan.

(2) *Residential density.* The action will increase the allowed density in the plan by over fifty (50) percent of the existing allowed units an in area of at least three hundred (300) acres.

(3) *Traffic generation.* Based on ITE’s most recent research document, the proposed change or action has the potential to increase traffic into the street systems by over twelve thousand (12,000) vehicle trips per day.

(4) *Open space designations.* The proposal will add or remove over three hundred twenty (320) acres of open space from the designations on the general plan.

(5) *Air pollution.* The proposal will create a project that will have a significant impact on area air quality, or will require a “major” source permit from ADEQ.

(6) *Water use.* The proposal will create a project or action that will, in the next twenty-year period, be expected to withdraw or commit up to twenty (20) percent of the total estimated community water resource or twenty (20) percent of current annual consumption.

(7) *Waste water.* The proposal will use up to twenty (20) percent of the city’s existing waste water treatment capacity.

(8) *Transportation system.* The proposal will have the effect of adding a new four- to five-lane major arterial for at least three (3) lineal miles to the street system.

(9) *State trust lands.* The proposal would allow for the zoning and development of one (1) square mile or more of state trust land.

(b) *Penalties.* Penalty for violation of any section of this section 2-137 shall be as outlined in section 1-8 of the Kingman Code of Ordinances.

(Ord. No. 1303, 8-6-01)

PROPOSED TEXT AMENDMENT

The proposed text amendment would be to modify the General Plan with text proposed to be deleted shown as a red ~~strikethrough~~ and new text added is red underlined:

Sec. 2-136 Same—Amendments

(1) All ~~major~~ amendments proposed for adoption to the general plan by the common council shall be presented at a ~~single~~ public hearing **within 12 months from the date of application.** ~~during the calendar year the proposal is made. For this purpose the general plan major amendments public hearing will be held before the Kingman Common Council during the month of May. Deadlines for submitting major amendment requests shall be at least sixty (60) days prior to the regularly scheduled April planning and zoning commission meeting.~~ Applications shall be made in the office of the development services department on an application form with required documentation specified by guidelines provided by the ~~planning~~ department and accompanied with appropriate fees as required. After the development services department has determined that an application is complete, it will be scheduled for at least **one (1) public hearing for a "minor amendment" and** two (2) public hearings **for a "major amendment"** at different locations to be held by the planning and zoning commission.

(2) "~~Major a~~**A**mendments" are those defined in **the city's adopted General Plan adopted by** Ord. No. **5505** ~~1303~~ passed by the city council on ~~August 6, 2001~~ **May 21, 2024** [section 2-137].

~~(3) All other amendments are considered minor amendments, including periodic technical updates to the circulation, open space, growth area, and water resources, based on new information and reports.~~

~~(4) Amendments to the general plan of the City of Kingman shall be approved only if:~~

~~(a) The amendment is consistent with the policies and objectives of the rest of the general plan; and~~

~~(b) The proposed amendment furthers the public health, safety and general welfare of the citizens of Kingman.~~

~~(5) If the amendment is to the land use map, an additional finding must be made that the proposed change will be compatible with other land uses, existing or planned, in the vicinity.~~

~~(6)~~ **(3)** On an application to amend the land use map, the planning and zoning commission may only recommend approval or denial. The planning commission recommendation will be forwarded to the city council for public hearing and final action unless withdrawn by the applicant. On an application to amend the text of the plan, the planning and zoning commission may recommend approval, approval as modified by the commission, or denial. The commission's recommendation will be forwarded to the city council for public hearing and final action.

~~(7)~~ **(4)** Minor amendments to the general plan map or text shall be adopted by resolution and become effective immediately upon approval by the city council. Major amendments to the general plan shall be adopted by resolution and shall have an affirmative vote of at least two-thirds (2/3) of the members of the common council.

~~(8)~~ **(5)** In cases where the amendment has been denied by the city council, no application for an amendment for the same or substantially the same request and, in the case of a map amendment, on the same or substantially the same property, shall be filed within one hundred eighty (180) days from the date of denial of the amendment.

(6) All "amendments" shall be in compliance with this section, the adopted General Plan and ARS 9-461.06

(Ord. No. 1314, 10-15-01; Ord. No. 1553, 9-18-06)

Sec. 2-137 Major, Minor and Administrative Technical amendments to the city general plan.

(a) *Criteria.* The criteria for a "major**, minor and administrative techinical** amendment**s**" to the Kingman City General Plan **are defined in the city's adopted General Plan.** ~~under the "growing smarter" legislation shall be whenever a request is made or action taken based on the following:~~

~~(1) *Commercial.* The proposal will add over two hundred fifty thousand (250,000) square feet of commercial in an area of at least twenty-five (25) acres over what had been previously allowed in the plan.~~

~~(2) *Residential density.* The action will increase the allowed density in the plan by over fifty (50) percent of the existing allowed units an in area of at least three hundred (300) acres.~~

~~(3) *Traffic generation.* Based on ITE's most recent research document, the proposed change or action has the potential to increase traffic into the street systems by over twelve thousand (12,000) vehicle trips per day.~~

~~(4) *Open space designations.* The proposal will add or remove over three hundred twenty (320) acres of open space from the designations on the general plan.~~

~~(5) *Air pollution.* The proposal will create a project that will have a significant impact on area air quality, or will require a "major" source permit from ADEQ.~~

~~(6) *Water use.* The proposal will create a project or action that will, in the next twenty-year period, be expected to withdraw or commit up to twenty (20) percent of the total estimated community water resource or twenty (20) percent of current annual consumption.~~

~~(7) *Waste water.* The proposal will use up to twenty (20) percent of the city's existing waste water treatment capacity.~~

~~(8) *Transportation system.* The proposal will have the effect of adding a new four- to five-lane major arterial for at least three (3) lineal miles to the street system.~~

~~(9) *State trust lands.* The proposal would allow for the zoning and development of one (1) square mile or more of state trust land.~~

(b) *Penalties.* Penalty for violation of any section of this section 2-137 shall be as outlined in section 1-8 of the Kingman Code of Ordinances.

(Ord. No. 1303, 8-6-01)

ANALYSIS

At the January 7, 2025 City Council Meeting staff sought and received direction to bring back a city-initiated general plan text amendment to change the acreage threshold to 320 acres. To ensure applicability and eliminate conflicts between the municipal code and the ratified General Plan, staff has expanded to amendment to align and consolidate the language into solely the General Plan for ease of reference and to stream line the review of projects and applicability with a single reference source. Additionally, this amendment will clarify the timing of public hearings for amendments to align with state statute, which was amended in 2023.

This amendment to the municipal code is necessary to align the code with the general plan amendment and removes the conflict created by the general plan amendment.

PUBLIC AND DEPARTMENT COMMENTS

Public Notification and Expected Comment:

- A public notice regarding this request was published in the Kingman Miner on April 15, 2025.
- No public comments have been received in regards to this text amendment.

Department and Agency Comments:

- None

RECOMMENDATION

Based on the findings made in this report the staff recommendation is that the requested text amendment to the City of Kingman Municipal Code be recommended for approval.

ATTACHMENTS

A. Proposed Text Amendment

Exhibit A
Proposed Text Amendment – Municipal Code

Sec. 2-136 Same—Amendments

(1) All ~~major~~ amendments proposed for adoption to the general plan by the common council shall be presented at a ~~single~~ public hearing **within 12 months from the date of application.** ~~during the calendar year the proposal is made. For this purpose the general plan major amendments public hearing will be held before the Kingman Common Council during the month of May. Deadlines for submitting major amendment requests shall be at least sixty (60) days prior to the regularly scheduled April planning and zoning commission meeting.~~ Applications shall be made in the office of the development services department on an application form with required documentation specified by guidelines provided by the ~~planning~~ department and accompanied with appropriate fees as required. After the development services department has determined that an application is complete, it will be scheduled for at least **one (1) public hearing for a "minor amendment" and** two (2) public hearings **for a "major amendment"** at different locations to be held by the planning and zoning commission.

(2) "~~Major a~~**A**mendments" are those defined in **the city's adopted General Plan adopted by** Ord. No. **5505** ~~1303~~ passed by the city council on ~~August 6, 2001~~ **May 21, 2024** [section 2-137].

~~(3) All other amendments are considered minor amendments, including periodic technical updates to the circulation, open space, growth area, and water resources, based on new information and reports.~~

~~(4) Amendments to the general plan of the City of Kingman shall be approved only if:~~

> ~~(a) The amendment is consistent with the policies and objectives of the rest of the general plan; and~~
>
> ~~(b) The proposed amendment furthers the public health, safety and general welfare of the citizens of Kingman.~~

~~(5) If the amendment is to the land use map, an additional finding must be made that the proposed change will be compatible with other land uses, existing or planned, in the vicinity.~~

~~(6)~~ **(3)** On an application to amend the land use map, the planning and zoning commission may only recommend approval or denial. The planning commission recommendation will be forwarded to the city council for public hearing and final action unless withdrawn by the applicant. On an application to amend the text of the plan, the planning and zoning commission may recommend approval, approval as modified by the commission, or denial. The commission's recommendation will be forwarded to the city council for public hearing and final action.

~~(7)~~ **(4)** Minor amendments to the general plan map or text shall be adopted by resolution and become effective immediately upon approval by the city council. Major amendments to the general plan shall be adopted by resolution and shall have an affirmative vote of at least two-thirds (2/3) of the members of the common council.

~~(8)~~ **(5)** In cases where the amendment has been denied by the city council, no application for an amendment for the same or substantially the same request and, in the case of a map amendment, on the same or substantially the same property, shall be filed within one hundred eighty (180) days from the date of denial of the amendment.

(6) All "amendments" shall be in compliance with this section, the adopted General Plan and ARS 9-461.06

(Ord. No. 1314, 10-15-01; Ord. No. 1553, 9-18-06)

Sec. 2-137 Major, Minor and Administrative Technical amendments to the city general plan.

(a) *Criteria.* The criteria for a "major**, minor and administrative techinical** amendment**s**" to the Kingman City General Plan **are defined in the city's adopted General Plan.** ~~under the "growing smarter" legislation shall be whenever a request is made or action taken based on the following:~~

~~(1) *Commercial.* The proposal will add over two hundred fifty thousand (250,000) square feet of commercial in an area of at least twenty-five (25) acres over what had been previously allowed in the plan.~~

~~(2) *Residential density.* The action will increase the allowed density in the plan by over fifty (50) percent of the existing allowed units an in area of at least three hundred (300) acres.~~

~~(3) *Traffic generation.* Based on ITE's most recent research document, the proposed change or action has the potential to increase traffic into the street systems by over twelve thousand (12,000) vehicle trips per day.~~

~~(4) *Open space designations.* The proposal will add or remove over three hundred twenty (320) acres of open space from the designations on the general plan.~~

~~(5) *Air pollution.* The proposal will create a project that will have a significant impact on area air quality, or will require a "major" source permit from ADEQ.~~

~~(6) *Water use.* The proposal will create a project or action that will, in the next twenty-year period, be expected to withdraw or commit up to twenty (20) percent of the total estimated community water resource or twenty (20) percent of current annual consumption.~~

~~(7) *Waste water.* The proposal will use up to twenty (20) percent of the city's existing waste water treatment capacity.~~

~~(8) *Transportation system.* The proposal will have the effect of adding a new four- to five-lane major arterial for at least three (3) lineal miles to the street system.~~

~~(9) *State trust lands.* The proposal would allow for the zoning and development of one (1) square mile or more of state trust land.~~

(b) *Penalties.* Penalty for violation of any section of this section 2-137 shall be as outlined in section 1-8 of the Kingman Code of Ordinances.

(Ord. No. 1303, 8-6-01)

Sec. 2-136 Same—Amendments

(1) All ~~major~~ amendments proposed for adoption to the general plan by the common council shall be presented at a ~~single~~ public hearing **within 12 months from the date of application.** ~~during the calendar year the proposal is made. For this purpose the general plan major amendments public hearing will be held before the Kingman Common Council during the month of May. Deadlines for submitting major amendment requests shall be at least sixty (60) days prior to the regularly scheduled April planning and zoning commission meeting.~~ Applications shall be made in the office of the development services department on an application form with required documentation specified by guidelines provided by the ~~planning~~ department and accompanied with appropriate fees as required. After the development services department has determined that an application is complete, it will be scheduled for at least **one (1) public hearing for a "minor amendment" and** two (2) public hearings **for a "major amendment"** at different locations to be held by the planning and zoning commission.

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~~(3) All other amendments are considered minor amendments, including periodic technical updates to the circulation, open space, growth area, and water resources, based on new information and reports.~~

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~~(5) If the amendment is to the land use map, an additional finding must be made that the proposed change will be compatible with other land uses, existing or planned, in the vicinity.~~

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~~(8)~~ **(5)** In cases where the amendment has been denied by the city council, no application for an amendment for the same or substantially the same request and, in the case of a map

amendment, on the same or substantially the same property, shall be filed within one hundred eighty (180) days from the date of denial of the amendment.

(6) All "amendments" shall be in compliance with this section, the adopted General Plan and ARS 9-461.06

(Ord. No. 1314, 10-15-01; Ord. No. 1553, 9-18-06)

Sec. 2-137 Major, Minor and Administrative Technical amendments to the city general plan.

(a) *Criteria.* The criteria for a "major**, minor and administrative techinical** amendment**s**" to the Kingman City General Plan **are defined in the city's adopted General Plan.** ~~under the "growing smarter" legislation shall be whenever a request is made or action taken based on the following:~~

~~(1) *Commercial.* The proposal will add over two hundred fifty thousand (250,000) square feet of commercial in an area of at least twenty-five (25) acres over what had been previously allowed in the plan.~~

~~(2) *Residential density.* The action will increase the allowed density in the plan by over fifty (50) percent of the existing allowed units an in area of at least three hundred (300) acres.~~

~~(3) *Traffic generation.* Based on ITE's most recent research document, the proposed change or action has the potential to increase traffic into the street systems by over twelve thousand (12,000) vehicle trips per day.~~

~~(4) *Open space designations.* The proposal will add or remove over three hundred twenty (320) acres of open space from the designations on the general plan.~~

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~~(9) *State trust lands.* The proposal would allow for the zoning and development of one (1) square mile or more of state trust land.~~

(b) *Penalties.* Penalty for violation of any section of this section 2-137 shall be as outlined in section 1-8 of the Kingman Code of Ordinances.

(Ord. No. 1303, 8-6-01)

Municipal Code Amendment

Alignment with General Plan 2040 Amendment per **GP25-0001**

City Council Meeting
May 6,2025

Applicant: City of Kingman Development Services Department

Background:

On November 5, 2024 voters ratified the City of Kingman General Plan 2040.

The previous general plan did not contain an implementation plan and it is believed that the consultant working on the 2040 plan was not aware that an implementation plan, including how major and minor amendments were classified, was contained within the municipal code. The consultant's addition of an implementation plan has created a conflict with the municipal code which this text amendment seeks to remedy.

At the January 7, 2025 City Council Meeting staff sought and received direction to bring back a city-initiated general plan text amendment to change the acreage threshold to 320 acres, clarify the timeframe for general plan amendment applications to be heard by City Council, and align the City's municipal code to align with the amended general plan.

Requested Action:

Amend the City of Kingman Municipal Code to align with the General Plan 2040 Amendment per case GP25-0001.

Staff Recommendation:

Based on the findings made in the staff report the text amendment is being recommended for approval.

Background

Amendments:

- Criteria and Definitions
  Removes the criteria and definitions for minor, major, and administrative technical amendments. Clarifies that these are defined in the City's adopted General Plan.

- Timeframe
  Requires all proposed general plan amendments to be presented to the City Council within twelve (12) months of the date of application.

Amendments

Conclusion:

- The proposed amendments:
  - Clarify where to find the criteria and definitions for general plan amendments.
  - Clarify the timeframe in which general plan amendment applications are heard by City Council and aids with expediting the development process.
  - Align the municipal code with the City's General Plan 2040.

Conclusion

Agency Comments and Public Notice

Agency Comments

None

Public Notice

A public notice regarding this request was published in accordance with state statue.

- April 15, 2025
- Kingman Miner

Recommendation

Based on the findings made in the staff report, staff is recommending approval by the Mayor and City Council of Ordinance 1974 amending and repealing portions of Section 2-136 and 2-137 of Kingman Municipal Code.


Thank you
Questions or Comments?

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

CITY OF KINGMAN
ORDINANCE NO. 1974

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA AMENDING THE CITY OF KINGMAN MUNICIPAL CODE TO ALIGN WITH THE CITY OF KINGMAN GENERAL PLAN

WHEREAS, the city wishes to amend the City of Kingman Municipal Code Sections 2-136 and 2-137 to incorporate changes as reflected in the City of Kingman General Plan. Specifically, aligning the Municipal Code with the General Plan in terms of acreage thresholds, major and minor amendment definitions, and timing of hearing proposed amendments.

WHEREAS, at the May 6, 2025 meeting, the Mayor and Common Council of the City of Kingman held a public hearing on the proposed text amendment*;* and

WHEREAS, the Mayor and Common Council of the City of Kingman has taken into consideration the individual property rights and personal liberties of the residents of Kingman prior to adopting this ordinance.

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

SECTION 1. Sections 2-136 and 2-137 of the City of Kingman Municipal Code are hereby amended as shown in Attachment "A" with the red strikethrough text showing deletions and bold red underlined text to show the additions.

SECTION 2. Penalties for violations of these sections shall be in accordance with Section 1-8 of the Code of Ordinances of the City of Kingman, Arizona.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance 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.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 6th day of May, 2025.

ATTEST: **APPROVED:**

Annie Meredith, City Clerk Ken Watkins, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

Attachment A

Sec. 2-136 Same—Amendments

(1) All ~~major~~ amendments proposed for adoption to the general plan by the common council shall be presented at a ~~single~~ public hearing **within 12 months from the date of application.** ~~during the calendar year the proposal is made. For this purpose the general plan major amendments public hearing will be held before the Kingman Common Council during the month of May. Deadlines for submitting major amendment requests shall be at least sixty (60) days prior to the regularly scheduled April planning and zoning commission meeting.~~ Applications shall be made in the office of the development services department on an application form with required documentation specified by guidelines provided by the ~~planning~~ department and accompanied with appropriate fees as required. After the development services department has determined that an application is complete, it will be scheduled for at least **one (1) public hearing for a "minor amendment" and** two (2) public hearings **for a "major amendment"** at different locations to be held by the planning and zoning commission.

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>
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(6) All "amendments" shall be in compliance with this section, the adopted General Plan and ARS 9-461.06

(Ord. No. 1314, 10-15-01; Ord. No. 1553, 9-18-06)

Sec. 2-137 Major, Minor and Administrative Technical amendments to the city general plan.

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~~(9) *State trust lands.* The proposal would allow for the zoning and development of one (1) square mile or more of state trust land.~~

(b) *Penalties.* Penalty for violation of any section of this section 2-137 shall be as outlined in section 1-8 of the Kingman Code of Ordinances.

(Ord. No. 1303, 8-6-01)

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Honorable Mayor and City Council
FROM:	Jason Moquin
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	GPA25-0001 - Ordinance No. 1975 - General Plan Amendment to Increase the Acreage Thresholds for Minor and Major General Plan Amendments and to Clarify the Timing the Application will be Heard by City Council

---

SUMMARY:

A city-initiated minor general plan text amendment to the City of Kingman General Plan to increase the acreage thresholds to 320 acres as it pertains to minor and major amendments for residential and non-commercial uses and to align with goals and policies of the adopted General Plan supporting enhanced development opportunities for commercial and residential growth in potential annexation areas. Additionally, the amendment clarifies 'nonresidential' by specifying 'commercial' and adding 'open space' within the amendment table and language and reflects legislative changes now requiring amendments to be heard within 12 months from the date of application. The proposed text amendment is intended to remove the restrictive acreage thresholds in order to encourage additional commercial and residential development. The increased thresholds and clarified timeframe for hearing applications will aid with expediting the development process and will provide developers a shortened timeframe for processing general plan amendments in the future. As such, the amendment is in line with the overall vision of the city per the General Plan.

FISCAL IMPACT:
None

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance No. 1975.

SUGGESTED MOTION:
Mayor and City Council adopt Ordinance 1975 thereby approving GPA25-0001, amending the General Plan to increase the acreage thresholds for minor and major General Plan amendments and clarify the timing the application will be heard by City Council.

ATTACHMENTS:
01 - GP25-0001_sr_GPA.pdf
02 - Exhibit A - GPA Amended Text.pdf
03 - General Plan Amend_PPT_CC 5-6-25.pdf
04 - Ordinance 1975_GPA.docx

CITY OF KINGMAN
Development Services Department
Minor General Plan Text Amendment Case: GP25-0001
Staff Report
May 6, 2025

Requested Action: A city-initiated minor general plan text amendment to the City of Kingman General Plan to increase the acreage thresholds to 320 acres as it pertains to minor and major amendments for residential and non-commercial uses and to align with goals and policies of the adopted General Plan supporting enhanced development opportunities for commercial and residential growth in potential annexation areas. Additionally, the amendment clarifies 'nonresidential' by specifying 'commercial' and adding 'open space' within the amendment table and language and reflects legislative changes now requiring amendments to be hear within 12 months from the date of application.

GENERAL INFORMATION:

Applicant: City of Kingman
Development Services Department
310 N. Fourth Street
Kingman, AZ 86401

RECOMMENDATION

Based on the findings made in this report the staff recommendation is that the requested text amendment to the City of Kingman General Plan be recommended for approval.

STANDARDS FOR REVIEW

APPLICABLE GOALS, OBJECTIVES AND POLICIES OF THE KINGMAN GENERAL PLAN 2040:

- Chapter 2: Goals and Objectives
- Chapter 3: Goals and Objectives

FINDINGS OF FACT

The City of Kingman General Plan 2040 currently requires the following timing requirements and acreage thresholds for Major and Minor general plan amendments:

Anyone can request an amendment to the City's General Plan. Minor Amendments can be considered at any time of the year. Major Amendments will be heard once per calendar year.

Major Amendments
Major Amendments are changes to the Kingman General Plan which meet any of the following:

- Any two-step change from one residential land use classification to another residential classification of 10 or more contiguous acres in the downtown growth area.
- Any change from one residential land use classification to another residential classification of 60 acres or more contiguous acres.
- Any change from a residential land use classification to a nonresidential land use classification of 10 or more contiguous acres in the downtown growth area.
- Any change from a residential land use classification to a nonresidential land use classification of 40 or more contiguous acres.
- Any change in the industrial land use classification of 40 or more contiguous acres to another land use classification.
- Any proposed realignment or deletion of an Arterial or Principal roadway.
- Text changes which add a new General Plan element chapter.
- Revisions to the boundaries in the Growth Area Map

Minor Amendments
Minor Amendments are changes to the Kingman General Plan that meet the following criteria:

- Any two-step change from one residential land use classification to another residential classification under 10 acres in the downtown growth area.
- Any change from one residential land use classification to another residential classification of 20- 60 acres.
- Any change from a residential land use classification to a nonresidential land use classification under 10 acres in the downtown growth area.
- Any change from a residential land use classification to a nonresidential land use classification of 10-39 contiguous acres.
- Any change in industrial/ employment land use classifications of 10-39 contiguous acres to another land use classification.
- Changes mandated by any new state laws.
- Text changes, additions or deletions which are more than corrections/ clarifications and less than adding a new element chapter.
- Any proposed realignment of a Collector roadway (proposed additions or realignments of roadways with a classification lower than Collector do not require a General Plan Amendments.)

Land Use Designations	Minor Amendment	Major Amendment
Requested Change		
Downtown Growth Area - Any two-step change of 10 contiguous acres or more from one residential land use to another residential land use		X
Downtown Growth Area - Any change of 10 contiguous acres or more from one residential land use to another land use		X
Downtown Growth Area - Any two-step change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Downtown Growth Area - Any change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Any change of 60 contiguous acres or more from one residential land use to another residential land use		X
Any change of 20-60 contiguous acres from one residential land use to another residential land use	X	
Any change of 40 contiguous acres or more from a residential land use to a nonresidential land use		X
Any change of 10-39 contiguous acres or more from a residential land use to a nonresidential land use	X	
Any change of 40 contiguous acres or more of industrial/ employment land use to another land use		X
Any change of 10-39 contiguous acres or more of industrial/ employment land use to another land use	X	
Text changes which add a new GP Element		X
Any proposed realignment or deletion of an Arterial or Principal Roadway		X
Revisions to Growth Area Map		X

Changes mandated by new state or federal law.	**X**	
Text changes, additions, deletions which are corrections and/ or clarifications	**X**	
Any proposed realignment of a Collector Roadway (proposed additions or realignments of roadways with a classification lower than a Collector do not require General Plan Amendments).	**X**	

Major and Minor Amendments must address the following amendment approval criteria.

1. The identified site is appropriate for the proposed land use.
2. The amendment must be in line with the overall vision of the city per the General Plan.
3. The amendment will not adversely impact a portion of, or the entire City by:
    a. Reducing the jobs per capita in the city;
    b. The amendment will not overtax existing infrastructure systems and public services;
    c. The amendment will not negatively impact the existing community character of the immediate area;
    d. The amendment will not increase the exposure of residents to aviation generated noise, and/or flight operations;
    e. The amendment will not diminish the quality of the air, water or cultural resources; or
    f. The amendment will not significantly decrease the quantity or quality of recreational amenities such as open space, parks and trails

The burden of proof to demonstrate that the amendment helps implement the Kingman General Plan Vision and the applicable goals and policies lies with the party requesting the amendment

Minor amendments and rezoning cases may be reviewed together and heard sequentially at the same hearing; however, the rezoning case must wait until the referendum period is also over for the minor general plan amendment before being heard by the City Council. Major amendments and rezoning cases can be reviewed together; however, the rezoning case will not be heard by the Planning and Zoning Commission until the referendum period for the Major General Plan is completed.

Anything less than the acreages listed herein are considered administrative amendments to the general plan map and do not require a major or minor amendment process.

PROPOSED TEXT AMENDMENT

The proposed text amendment would be to modify the General Plan with text proposed to be deleted shown as a red ~~strikethrough~~ and new text added is red **Bold and underlined**:

Anyone can request an amendment to the City's General Plan. ~~Minor Amendments can be considered at any time of the year. Major Amendments will be heard once per calendar year.~~ **All proposed amendments will be presented to the City Council within twelve (12) months from the date of application.**

Major and Minor Amendments

~~Major Amendments are changes to the Kingman General Plan which meet any of the following:~~

- ~~Any two-step change from one residential land use classification to another residential classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 60 acres or more contiguous acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 40 or more contiguous acres.~~
- ~~Any change in the industrial land use classification of 40 or more contiguous acres to another land use classification.~~
- ~~Any proposed realignment or deletion of an Arterial or Principal roadway.~~
- ~~Text changes which add a new General Plan element chapter.~~
- ~~Revisions to the boundaries in the Growth Area Map~~

~~Minor Amendments~~
~~Minor Amendments are changes to the Kingman General Plan that meet the following criteria:~~

- ~~Any two-step change from one residential land use classification to another residential classification under 10 acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 20- 60 acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification under 10 acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10-39 contiguous acres.~~
- ~~Any change in industrial/ employment land use classifications of 10-39 contiguous acres to another land use classification.~~
- ~~Changes mandated by any new state laws.~~
- ~~Text changes, additions or deletions which are more than corrections/ clarifications and less than adding a new element chapter.~~
- ~~Any proposed realignment of a Collector roadway (proposed additions or realignments of roadways with a classification lower than Collector do not require a General Plan Amendments.)~~

A General Plan amendment is any change that occurs between adoption of the General Plan and other, regularly scheduled updates. Major general plan amendments are amendments that substantially alter the Land Use Map or substantially change the text of the general plan. Minor general plan amendments involve changes with less impact and do not represent a substantial change to the Land Use Map or the text of the general plan.

Major and Minor Amendments must address the following amendment approval criteria.

1. The identified site is appropriate for the proposed land use.
2. The amendment must be in line with the overall vision of the city per the General Plan.
3. The amendment will not adversely impact a portion of, or the entire City by:
    a. Reducing the jobs per capita in the city;
    b. The amendment will not overtax existing infrastructure systems and public services;
    c. The amendment will not negatively impact the existing community character of the immediate area;
    d. The amendment will not increase the exposure of residents to aviation generated noise, and/or flight operations;
    e. The amendment will not diminish the quality of the air, water or cultural resources; or
    f. The amendment will not significantly decrease the quantity or quality of recreational amenities such as open space, parks and trails

The burden of proof to demonstrate that the amendment helps implement the Kingman General Plan Vision and the applicable goals and policies lies with the party requesting the amendment. **All proposed general plan amendments will be presented to the City Council within twelve (12) months of the date of application.**

Minor amendments and rezoning cases may be reviewed together and heard sequentially at the same hearing; however, the rezoning case must wait until the referendum period is also over for the minor general plan amendment before being heard by the City Council. Major amendments and rezoning cases can be reviewed together; however, the rezoning case will not be heard by the Planning and Zoning Commission until the referendum period for the Major General Plan **amendment** is completed.

Anything less than the acreages listed herein are considered administrative amendments to the general plan map and do not require a major or minor amendment process~~.~~**; however; shall be documented as a technical amendment.**

Land Use Designations	**Minor Amendment**	**Major Amendment**
Requested Change		

Downtown Growth Area - Any two-step change of 10 contiguous acres or more from one residential land use to another residential land use		X
Downtown Growth Area - Any change of 10 contiguous acres or more from one residential land use to another land use		X
Downtown Growth Area - Any two-step change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Downtown Growth Area - Any change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Any change of ~~60~~ **320** contiguous acres or more from one residential land use to another residential land use		X
Any change of 20 ~~60~~ **- 319** contiguous acres from one residential land use to another residential land use	X	
Any change of ~~40~~ **320** contiguous acres or more from a residential land use to a ~~non-residential~~ **commercial** land use **or commercial land use to residential land use**		X
Any change of 10-~~39~~**319** contiguous acres or more from a residential land use to a ~~non-residential~~ **commercial** land use **or commercial land use to residential land use**	X	
Any change of 320 contiguous acres or more from an open space land use to a residential or commercial land use		X
Any change of 10-319 contiguous acres or more from an open space land use to a residential or commercial land use	X	
Any change of 320 contiguous acres or more from a commercial or residential land use to an open space land use		X
Any change of 10-319 contiguous acres or more from a commercial or residential land use to an open space land use	X	
Any change of 40 contiguous acres or more of industrial/ employment land use to another land use		X

Any change of 10-39 contiguous acres or more of industrial/ employment land use to another land use	X	
Text changes which add a new GP Element		X
Any proposed realignment or deletion of an Arterial or Principal Roadway		X
Revisions to Growth Area Map		X
Changes mandated by new state or federal law.	X	
Text changes, additions, deletions which are corrections and/ or clarifications	X	
Any proposed realignment of a Collector Roadway (proposed additions or realignments of roadways with a classification lower than a Collector do not require General Plan Amendments).	X	

ANALYSIS

On November 5, 2024 voters ratified the City of Kingman General Plan 2040. Once adopted and ratified, it was determined that a conflict between the implementation plan in the adopted general plan and the municipal code existed. The previous general plan did not contain an implementation plan and it is believed that the consultant working on the 2040 plan was not aware that an implementation plan, including how major and minor amendments were classified, was contained within the municipal code. The consultant's addition of an implementation plan has created a conflict with the municipal code which this text amendment seeks to remedy.

Currently, the general plan requires a major general plan amendment for any change from one residential land use classification to another residential classification of 60 acres or more contiguous acres, and any change from a residential land use classification to a nonresidential land use classification of 40 or more contiguous acres.

At the January 7, 2025 City Council Meeting staff sought and received direction to bring back a city-initiated general plan text amendment to change the acreage threshold to 320 acres. To ensure applicability and eliminate conflicts between the municipal code and the ratified General Plan, staff has expanded to amendment to align and consolidate the language into solely the General Plan for ease of reference and to stream line the review of projects and applicability with a single reference source. Additionally, this amendment will clarify the timing of public hearings for amendments to align with state statute, which was amended in 2023.

The amendment removes the current restrictive acreage limits and allows for additional development opportunities with anticipated commercial and residential growth in potential annexation areas and within the city's I-40 corridor as a result of ongoing interchange improvements. Additionally, it clarifies 'nonresidential' by specifying 'commercial' and adding 'open space'.

PUBLIC AND DEPARTMENT COMMENTS

Public Notification and Expected Comment:

- A public notice regarding a community meeting held on April 2, 2025 was published in the Kingman Miner on March 12 and 26, 2025.
    - The public meeting was held on April 2, 2025 at 5pm. There were no attendees present and no other comments have been received.
- A public notice regarding this request was published in the Kingman Miner on March 19, 2025 for the April 9, 2025 Planning and Zoning Commission Meeting.
- No public comments have been received in regards to this text amendment.

Department and Agency Comments:

- None

FINDINGS FOR MINOR GENERAL PLAN TEXT AMENDMENT

Consistency with General Plan, Other Plans, and Policies

The 2040 Kingman General Plan identifies the following goals, objectives, and policies in the Goals and Objectives section that are applicable to this request:

Land Use Element

GOAL: Provide strategic organized growth in Kingman for continued opportunities for all residents, employers, and visitors.

- Objective 1: Encourage a compatible mix of land uses, which allows accessibility to goods and services without extensive travel.

GOAL: Encourage a Mix of Housing Types and Affordability

- Objective 1: Work with residential builders to encourage options for a mix of housing types in the densities between to single family residential and apartments.

The proposed text amendment is intended to remove the restrictive acreage thresholds in order to encourage additional commercial and residential development. The increased thresholds and clarified timeframe for hearing applications will aid with expediting the development process and will provide developers a shortened timeframe for processing general plan amendments in the future. As such, the amendment is in line with the overall vision of the city per the General Plan.

Potential Impacts on Public Interest, Health, Safety, Convenience or Welfare

The overall proposal is not expected to be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Is a Community Need Demonstrated and Are There Substantial Changes in Conditions or Policy?

The adopted General Plan ratified by the community in November 2024 demonstrated a desire to encourage commercial and residential development. However, the acreage thresholds as proposed and adopted were relatively low compared to other growing

communities, which necessitated the proposed amendment and to align the municipal code with the general plan, and City Council direction. The acreage threshold does represent a change to policy and is consistent with other jurisdictions.

The amendment will not adversely impact a portion of, or the entire City by:

a. Reducing the jobs per capita in the city;
b. The amendment will not overtax existing infrastructure systems and public services;
c. The amendment will not negatively impact the existing community character of the immediate area;
d. The amendment will not increase the exposure of residents to aviation generated noise, and/or flight operations;
e. The amendment will not diminish the quality of the air, water or cultural resources; or
f. The amendment will not significantly decrease the quantity or quality of recreational amenities such as open space, parks and trails

Contrary, the amendment promotes sustainable growth increasing job and housing opportunities within the city. As this amendment only represents a minor text change for clarification, and does not reflect any specific change in the adopted land use map, criteria b-f would be evaluated at the time development is proposed in which a land use change is warranted. Therefore, the amendment as proposed will not adversely impact a portion of, or the entire city.

RECOMMENDATION

The Planning and Zoning Commission recommend approval of GP25-0001 to the Mayor and City Council based on the findings contained in the staff report.

ATTACHMENTS

A. Proposed Text Amendment

Exhibit A
Proposed Text Amendment – General Plan

Anyone can request an amendment to the City's General Plan. ~~Minor Amendments can be considered at any time of the year. Major Amendments will be heard once per calendar year.~~ **All proposed amendments will be presented to the City Council within twelve (12) months from the date of application.**

Major and Minor Amendments

~~Major Amendments are changes to the Kingman General Plan which meet any of the following:~~

- ~~Any two-step change from one residential land use classification to another residential classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 60 acres or more contiguous acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 40 or more contiguous acres.~~
- ~~Any change in the industrial land use classification of 40 or more contiguous acres to another land use classification.~~
- ~~Any proposed realignment or deletion of an Arterial or Principal roadway.~~
- ~~Text changes which add a new General Plan element chapter.~~
- ~~Revisions to the boundaries in the Growth Area Map~~

~~Minor Amendments~~

~~Minor Amendments are changes to the Kingman General Plan that meet the following criteria:~~

- ~~Any two-step change from one residential land use classification to another residential classification under 10 acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 20- 60 acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification under 10 acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10-39 contiguous acres.~~
- ~~Any change in industrial/ employment land use classifications of 10-39 contiguous acres to another land use classification.~~
- ~~Changes mandated by any new state laws.~~

- ~~Text changes, additions or deletions which are more than corrections/ clarifications and less than adding a new element chapter.~~
- ~~Any proposed realignment of a Collector roadway (proposed additions or realignments of roadways with a classification lower than Collector do not require a General Plan Amendments.)~~

A General Plan amendment is any change that occurs between adoption of the General Plan and other, regularly scheduled updates. Major general plan amendments are amendments that substantially alter the Land Use Map or substantially change the text of the general plan. Minor general plan amendments involve changes with less impact and do not represent a substantial change to the Land Use Map or the text of the general plan.

Major and Minor Amendments must address the following amendment approval criteria.

1. The identified site is appropriate for the proposed land use.
2. The amendment must be in line with the overall vision of the city per the General Plan.
3. The amendment will not adversely impact a portion of, or the entire City by:
    a. Reducing the jobs per capita in the city;
    b. The amendment will not overtax existing infrastructure systems and public services;
    c. The amendment will not negatively impact the existing community character of the immediate area;
    d. The amendment will not increase the exposure of residents to aviation generated noise, and/or flight operations;
    e. The amendment will not diminish the quality of the air, water or cultural resources; or
    f. The amendment will not significantly decrease the quantity or quality of recreational amenities such as open space, parks and trails

The burden of proof to demonstrate that the amendment helps implement the Kingman General Plan Vision and the applicable goals and policies lies with the party requesting the amendment. **All proposed general plan amendments will be presented to the City Council within twelve (12) months of the date of application.**

Minor amendments and rezoning cases may be reviewed together and heard sequentially at the same hearing; however, the rezoning case must wait until the referendum period is also over for the minor general plan amendment before being heard by the City Council. Major amendments and rezoning cases can be reviewed together; however, the rezoning case will not be heard by the Planning and Zoning Commission until the referendum period for the Major General Plan **amendment** is completed.

Anything less than the acreages listed herein are considered administrative amendments to the general plan map and do not require a major or minor amendment process~~.~~**; however; shall be documented as a technical amendment.**

Land Use Designations	Minor Amendment	Major Amendment
Requested Change		
Downtown Growth Area - Any two-step change of 10 contiguous acres or more from one residential land use to another residential land use		X
Downtown Growth Area - Any change of 10 contiguous acres or more from one residential land use to another land use		X
Downtown Growth Area - Any two-step change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Downtown Growth Area - Any change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Any change of ~~60~~ **320** contiguous acres or more from one residential land use to another residential land use		X
Any change of 20 ~~60~~ **- 319** contiguous acres from one residential land use to another residential land use	X	
Any change of ~~40~~ **320** contiguous acres or more from a residential land use to a ~~non-residential~~ **commercial** land use **or commercial land use to residential land use**		X
Any change of 10-~~39~~**319** contiguous acres or more from a residential land use to a ~~non-residential~~ **commercial** land use **or commercial land use to residential land use**	X	
Any change of 320 contiguous acres or more from an open space land use to a residential or commercial land use		X
Any change of 10-319 contiguous acres or more from an open space land use to a residential or commercial land use	X	

Any change of 320 contiguous acres or more from a commercial or residential land use to an open space land use		**X**
Any change of 10-319 contiguous acres or more from a commercial or residential land use to an open space land use	**X**	
Any change of 40 contiguous acres or more of industrial/ employment land use to another land use		**X**
Any change of 10-39 contiguous acres or more of industrial/ employment land use to another land use	**X**	
Text changes which add a new GP Element		**X**
Any proposed realignment or deletion of an Arterial or Principal Roadway		**X**
Revisions to Growth Area Map		**X**
Changes mandated by new state or federal law.	**X**	
Text changes, additions, deletions which are corrections and/ or clarifications	**X**	
Any proposed realignment of a Collector Roadway (proposed additions or realignments of roadways with a classification lower than a Collector do not require General Plan Amendments).	**X**	

Exhibit A

Proposed Text Amendment – General Plan

PROPOSED TEXT AMENDMENT

The proposed text amendment would be to modify the General Plan with text proposed to be deleted shown as a red ~~strikethrough~~ and new text added is red **Bold and underlined**:

Anyone can request an amendment to the City's General Plan. ~~Minor Amendments can be considered at any time of the year. Major Amendments will be heard once per calendar year.~~ **All proposed amendments will be presented to the City Council within twelve (12) months from the date of application.**

Major and Minor Amendments

~~Major Amendments are changes to the Kingman General Plan which meet any of the following:~~

- ~~Any two-step change from one residential land use classification to another residential classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 60 acres or more contiguous acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 40 or more contiguous acres.~~
- ~~Any change in the industrial land use classification of 40 or more contiguous acres to another land use classification.~~
- ~~Any proposed realignment or deletion of an Arterial or Principal roadway.~~
- ~~Text changes which add a new General Plan element chapter.~~
- ~~Revisions to the boundaries in the Growth Area Map~~

~~Minor Amendments~~

~~Minor Amendments are changes to the Kingman General Plan that meet the following criteria:~~

- ~~Any two-step change from one residential land use classification to another residential classification under 10 acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 20- 60 acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification under 10 acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10-39 contiguous acres.~~

- ~~Any change in industrial/ employment land use classifications of 10-39 contiguous acres to another land use classification.~~
- ~~Changes mandated by any new state laws.~~
- ~~Text changes, additions or deletions which are more than corrections/ clarifications and less than adding a new element chapter.~~
- ~~Any proposed realignment of a Collector roadway (proposed additions or realignments of roadways with a classification lower than Collector do not require a General Plan Amendments.)~~

A General Plan amendment is any change that occurs between adoption of the General Plan and other, regularly scheduled updates. Major general plan amendments are amendments that substantially alter the Land Use Map or substantially change the text of the general plan. Minor general plan amendments involve changes with less impact and do not represent a substantial change to the Land Use Map or the text of the general plan.

Major and Minor Amendments must address the following amendment approval criteria.

1. The identified site is appropriate for the proposed land use.
2. The amendment must be in line with the overall vision of the city per the General Plan.
3. The amendment will not adversely impact a portion of, or the entire City by:
    a. Reducing the jobs per capita in the city;
    b. The amendment will not overtax existing infrastructure systems and public services;
    c. The amendment will not negatively impact the existing community character of the immediate area;
    d. The amendment will not increase the exposure of residents to aviation generated noise, and/or flight operations;
    e. The amendment will not diminish the quality of the air, water or cultural resources; or
    f. The amendment will not significantly decrease the quantity or quality of recreational amenities such as open space, parks and trails

The burden of proof to demonstrate that the amendment helps implement the Kingman General Plan Vision and the applicable goals and policies lies with the party requesting the amendment. **All proposed general plan amendments will be presented to the City Council within twelve (12) months of the date of application.**

Minor amendments and rezoning cases may be reviewed together and heard sequentially at the same hearing; however, the rezoning case must wait until the referendum period is also over for the minor general plan amendment before being heard by the City Council. Major amendments and rezoning cases can be reviewed together; however, the rezoning case will not be heard by the Planning and Zoning Commission until the referendum period for the Major General Plan **amendment** is completed.

Anything less than the acreages listed herein are considered administrative amendments to the general plan map and do not require a major or minor amendment process~~.~~**; however; shall be documented as a technical amendment.**

Land Use Designations	Minor Amendment	Major Amendment
Requested Change		
Downtown Growth Area - Any two-step change of 10 contiguous acres or more from one residential land use to another residential land use		**X**
Downtown Growth Area - Any change of 10 contiguous acres or more from one residential land use to another land use		**X**
Downtown Growth Area - Any two-step change of less than 10 contiguous acres or more from one residential land use to another land use	**X**	
Downtown Growth Area - Any change of less than 10 contiguous acres or more from one residential land use to another land use	**X**	
Any change of ~~60~~ **320** contiguous acres or more from one residential land use to another residential land use		**X**
Any change of 20 ~~60~~ **- 319** contiguous acres from one residential land use to another residential land use	**X**	
Any change of ~~40~~ **320** contiguous acres or more from a residential land use to a ~~non-residential~~ **commercial** land use **or commercial land use to residential land use**		**X**
Any change of 10-~~39~~**319** contiguous acres or more from a residential land use to a ~~non-residential~~ **commercial** land use **or commercial land use to residential land use**	**X**	
Any change of 320 contiguous acres or more from an open space land use to a residential or commercial land use		**X**
Any change of 10-319 contiguous acres or more from an open space land use to a residential or commercial land use	**X**	
Any change of 320 contiguous acres or more from a commercial or residential land use to an open space land use		**X**
Any change of 10-319 contiguous acres or more from a commercial or residential land use to an open space land use	**X**	
Any change of 40 contiguous acres or more of industrial/ employment land use to another land use		**X**

Any change of 10-39 contiguous acres or more of industrial/ employment land use to another land use	**X**	
Text changes which add a new GP Element		**X**
Any proposed realignment or deletion of an Arterial or Principal Roadway		**X**
Revisions to Growth Area Map		**X**
Changes mandated by new state or federal law.	**X**	
Text changes, additions, deletions which are corrections and/ or clarifications	**X**	
Any proposed realignment of a Collector Roadway (proposed additions or realignments of roadways with a classification lower than a Collector do not require General Plan Amendments).	**X**	

General Plan Amendment

Acreage Thresholds and Timeframe Clarification

GP25-0001

City Council Meeting

May 6,2025

Applicant: City of Kingman Development Services Department

Background:

On November 5, 2024 voters ratified the City of Kingman General Plan 2040.

The previous general plan did not contain an implementation plan and it is believed that the consultant working on the 2040 plan was not aware that an implementation plan, including how major and minor amendments were classified, was contained within the municipal code. The consultant's addition of an implementation plan has created a conflict with the municipal code which this text amendment seeks to remedy.

At the January 7, 2025 City Council Meeting staff sought and received direction to bring back a city-initiated general plan text amendment to change the acreage threshold to 320 acres, clarify the timeframe for general plan amendment applications to be heard by City Council, and align the City's municipal code to align with the amended general plan.

Requested Action:

Amend the City of Kingman General Plan 2040 to change the acreage threshold to 320 acres and to clarify that all proposed general plan amendments be heard by City Council within twelve (12) months of application.

Staff Recommendation:

Based on the findings made in the staff report, and the Planning and Zoning Commission's recommendation, the text amendment is being recommended to the Mayor and City Council for approval.

Amendments:

- **Acreage Threshold**
  Increases the threshold of acreage requiring a general plan amendment from 40 acres to 320 acres for residential property that is changing to another residential land use and 60 acres to 320 acres for residential property that is changing to non-residential land use.

- **Timeframe**
  Requires all proposed general plan amendments to be presented to the City Council within twelve (12) months of the date of application.

Conclusion:

- The proposed amendments:
  - Remove the restrictive acreage thresholds and implements new thresholds that encourage additional commercial and residential development.
  - Clarify the timeframe in which general plan amendment applications are heard by City Council and aids with expediting the development process
  - Facilitate the timely implementation of the City of Kingman 2040 General Plan.

GP25-0001 Conclusion

Agency Comments and Public Notice

Agency Comments

None

Public Notice

A public notice regarding this request was published in accordance with state statue.

- April 15, 2025
- Kingman Miner

Recommendation

The Planning and Zoning Commission in a vote of 7:0 at its regular meeting of April 9, 2025 recommended approval of GP25-0001 to the Mayor and City Council.

As such, staff is recommending approval of GP25-0001

Thank you

Questions or Comments?

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

CITY OF KINGMAN
ORDINANCE NO. 1975

AN ORDINANCE BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA AMENDING THE CITY OF KINGMAN GENERAL PLAN TO INCREASE ACREAGE THRESHOLDS AND CLARIFY TIMEFRAMES

WHEREAS, the city wishes to amend the City of Kingman General Plan to increase the acreage thresholds to 320 acres as it pertains to minor and major amendments for residential and non-commercial uses and to align with goals and policies of the adopted General Plan supporting enhanced development opportunities for commercial and residential growth in potential annexation areas. Additionally, the amendment clarifies 'nonresidential' by specifying 'commercial' and adding 'open space' within the amendment table and language and reflects legislative changes now requiring amendments to be hear within 12 months from the date of application.

WHEREAS, at the April 9, 2025, Planning and Zoning Commission meeting, the commission voted seven (7) to zero (0) to recommend approval of the proposed text amendment, and

WHEREAS, at the May 6, 2025, the Mayor and Common Council of the City of Kingman held a public hearing on the proposed text amendment*;* and

WHEREAS, the Mayor and Common Council of the City of Kingman has taken into consideration the individual property rights and personal liberties of the residents of Kingman prior to adopting this ordinance.

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

SECTION 1. Sections of the City of Kingman General Plan is hereby amended as shown in Attachment "A" with the red strikethrough text showing deletions and bold red underlined text to show the additions.

SECTION 2. Penalties for violations of these sections shall be in accordance with Section 1-8 of the Code of Ordinances of the City of Kingman, Arizona.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance 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.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona this 6th day of May, 2025.

ATTEST: **APPROVED:**

Annie Meredith, City Clerk Ken Watkins, Mayor

APPROVED AS TO FORM:

Carl Cooper, City Attorney

Attachment A

Anyone can request an amendment to the City's General Plan. ~~Minor Amendments can be considered at any time of the year. Major Amendments will be heard once per calendar year.~~ **All proposed amendments will be presented to the City Council within twelve (12) months from the date of application.**

Major and Minor Amendments

~~Major Amendments are changes to the Kingman General Plan which meet any of the following:~~

- ~~Any two-step change from one residential land use classification to another residential classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 60 acres or more contiguous acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10 or more contiguous acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 40 or more contiguous acres.~~
- ~~Any change in the industrial land use classification of 40 or more contiguous acres to another land use classification.~~
- ~~Any proposed realignment or deletion of an Arterial or Principal roadway.~~
- ~~Text changes which add a new General Plan element chapter.~~
- ~~Revisions to the boundaries in the Growth Area Map~~

~~Minor Amendments~~

~~Minor Amendments are changes to the Kingman General Plan that meet the following criteria:~~

- ~~Any two-step change from one residential land use classification to another residential classification under 10 acres in the downtown growth area.~~
- ~~Any change from one residential land use classification to another residential classification of 20- 60 acres.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification under 10 acres in the downtown growth area.~~
- ~~Any change from a residential land use classification to a nonresidential land use classification of 10-39 contiguous acres.~~
- ~~Any change in industrial/ employment land use classifications of 10-39 contiguous acres to another land use classification.~~
- ~~Changes mandated by any new state laws.~~
- ~~Text changes, additions or deletions which are more than corrections/ clarifications and less than adding a new element chapter.~~
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substantial change to the Land Use Map or the text of the general plan.

Major and Minor Amendments must address the following amendment approval criteria.

1. The identified site is appropriate for the proposed land use.
2. The amendment must be in line with the overall vision of the city per the General Plan.
3. The amendment will not adversely impact a portion of, or the entire City by:
    a. Reducing the jobs per capita in the city;
    b. The amendment will not overtax existing infrastructure systems and public services;
    c. The amendment will not negatively impact the existing community character of the immediate area;
    d. The amendment will not increase the exposure of residents to aviation generated noise, and/or flight operations;
    e. The amendment will not diminish the quality of the air, water or cultural resources; or
    f. The amendment will not significantly decrease the quantity or quality of recreational amenities such as open space, parks and trails

The burden of proof to demonstrate that the amendment helps implement the Kingman General Plan Vision and the applicable goals and policies lies with the party requesting the amendment. **All proposed general plan amendments will be presented to the City Council within twelve (12) months of the date of application.**

Minor amendments and rezoning cases may be reviewed together and heard sequentially at the same hearing; however, the rezoning case must wait until the referendum period is also over for the minor general plan amendment before being heard by the City Council. Major amendments and rezoning cases can be reviewed together; however, the rezoning case will not be heard by the Planning and Zoning Commission until the referendum period for the Major General Plan **amendment** is completed.

Anything less than the acreages listed herein are considered administrative amendments to the general plan map and do not require a major or minor amendment process~~.~~**; however; shall be documented as a technical amendment.**

Land Use Designations	Minor Amendment	Major Amendment
Requested Change		
Downtown Growth Area - Any two-step change of 10 contiguous acres or more from one residential land use to another residential land use		X
Downtown Growth Area - Any change of 10 contiguous acres or more from one residential land		X

use to another land use		
Downtown Growth Area - Any two-step change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Downtown Growth Area - Any change of less than 10 contiguous acres or more from one residential land use to another land use	X	
Any change of ~~60~~ 320 contiguous acres or more from one residential land use to another residential land use		X
Any change of 20 ~~60~~ - 319 contiguous acres from one residential land use to another residential land use	X	
Any change of ~~40~~ 320 contiguous acres or more from a residential land use to a ~~non-residential~~ commercial land use or commercial land use to residential land use		X
Any change of 10-~~39~~319 contiguous acres or more from a residential land use to a ~~non-residential~~ commercial land use or commercial land use to residential land use	X	
Any change of 320 contiguous acres or more from an open space land use to a residential or commercial land use		X
Any change of 10-319 contiguous acres or more from an open space land use to a residential or commercial land use	X	
Any change of 320 contiguous acres or more from a commercial or residential land use to an open space land use		X
Any change of 10-319 contiguous acres or more from a commercial or residential land use to an open space land use	X	
Any change of 40 contiguous acres or more of industrial/ employment land use to another land use		X
Any change of 10-39 contiguous acres or more of industrial/ employment land use to another land use	X	
Text changes which add a new GP Element		X
Any proposed realignment or deletion of an Arterial or Principal Roadway		X
Revisions to Growth Area Map		X
Changes mandated by new state or federal law.	X	

Text changes, additions, deletions which are corrections and/ or clarifications	X	
Any proposed realignment of a Collector Roadway (proposed additions or realignments of roadways with a classification lower than a Collector do not require General Plan Amendments).	X	

CITY OF KINGMAN
COMMUNICATION TO COUNCIL

TO:	Commission Members
FROM:	Michelle Amaya
MEETING DATE:	May 6, 2025
AGENDA SUBJECT:	Kingman Municipal Court Department Report

SUMMARY:
Kingman Municipal Court Department Report

ATTACHMENTS:
Kingman DV Court Lightning Talk (updated).pdf
juvenile dispositions.pdf
Veterans Court Discharge Evaluations 2024.pdf



KINGMAN MUNICIPAL COURT

DOMESTIC VIOLENCE COURT



KINGMAN MUNICPAL DOMESTIC VIOLENCE COURT

- ESTABLISHED IN 2022
  - MISSION STATEMENT –

    The Kingman Municipal DV Court seeks to:
    - Increase accountability of Defendants;
    - Enhance victim safety;
    - Provide increased information; and
    - Reduce recidivism.

PARTICIPANTS IN DV COURT

- ***Who participates and is in the target population?***
  - Misdemeanor Domestic Violence offenders charged with an offense with a Domestic Violence component in violation of ARS 13-3601 in need of more intensive treatment and supervision than traditional Domestic Violence cases.
  - The majority of cases will have either the Domestic Violence component or their entire case dismissed upon successful completion of the Domestic Violence Court program.

- ***Requirements in the Kingman DV Court can include:***
  - Attending and completing Domestic Violence counseling;
  - Attending and completing any other counseling based on one's needs;
  - Random drug and alcohol testing;
  - Inpatient or residential treatment;
  - Following the directives of supervised probation including home visits;
  - Attend monthly review hearings; and
  - Any other requirement deemed appropriate by the Judge.

DV COURT TEAM MEMBERS



DV COURT NUMBERS

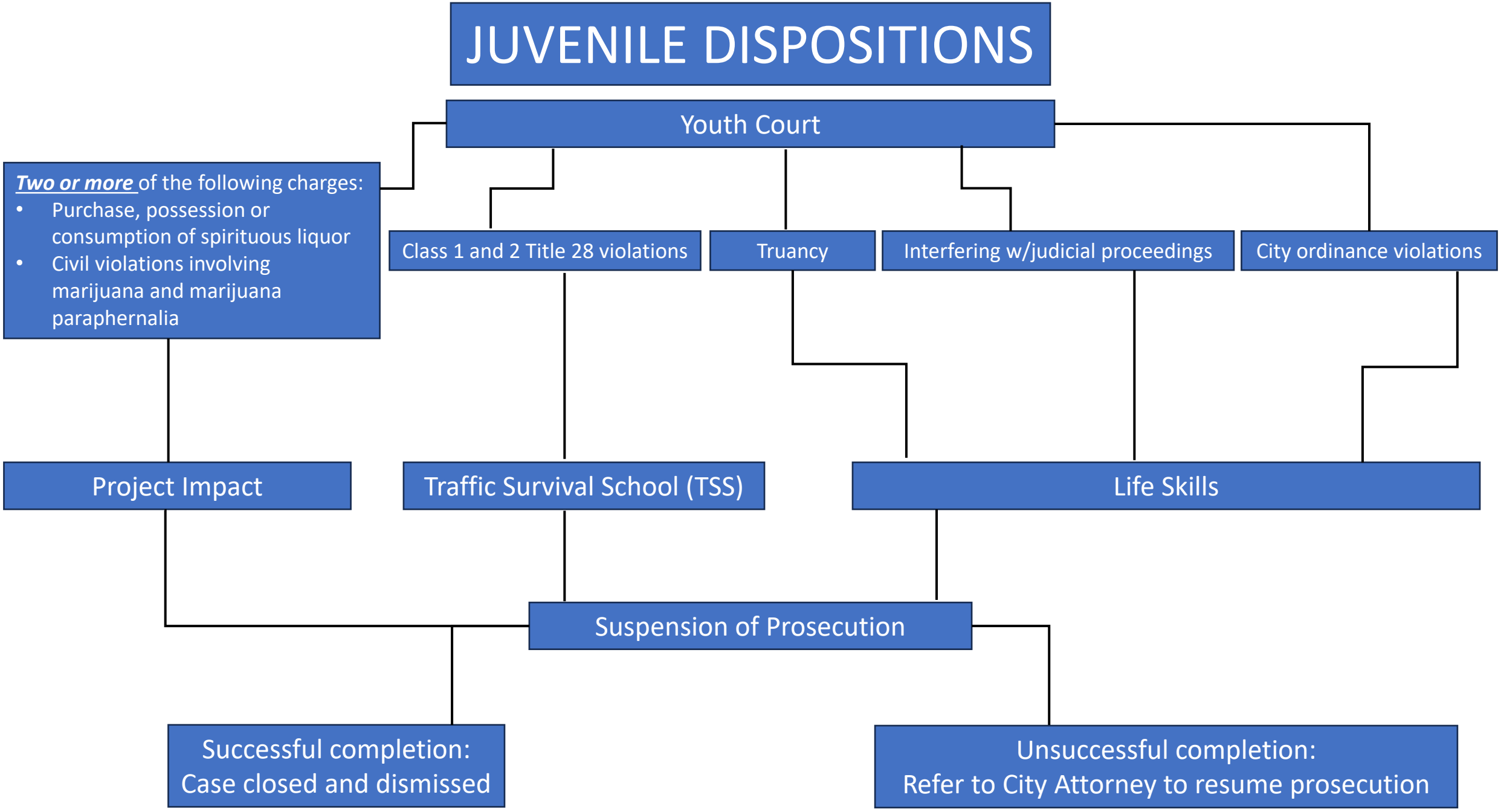
PARTICIPANT NUMBERS IN THE KINGMAN DV COURT:

- AS OF APRIL 2025 THERE HAVE BEEN 117 DEFENDANTS PARTICIPATE IN THE KINGMAN DOMESTIC VIOLENCE COURT PROGRAM SINCE ITS INCEPTION IN 2022.
- TO DATE 74 PARTICIPANTS HAVE SUCCESSFULLY COMPLETED THE PROGRAM MEANING THEY WERE ABLE TO COMPLETE THEIR REQUIRED COUNSELING, REMAIN CLEAN AND SOBER AND BE LAW ABIDING.
- THERE ARE CURRENTLY 25 ACTIVE PARTICIPANTS IN THE KINGMAN MUNICIPAL DV COURT PROGRAM.
- THE BENCHMARK GOAL FOR ALL OF THE KINGMAN MUNICIPAL COURT'S SPECIALTY COURT PROGRAMS IS TO HAVE ITS RECIDIVISM RATE UNDER 5%, AND NOW THE DV COURT PROGRAM IS CURRENTLY UNDER 3%.

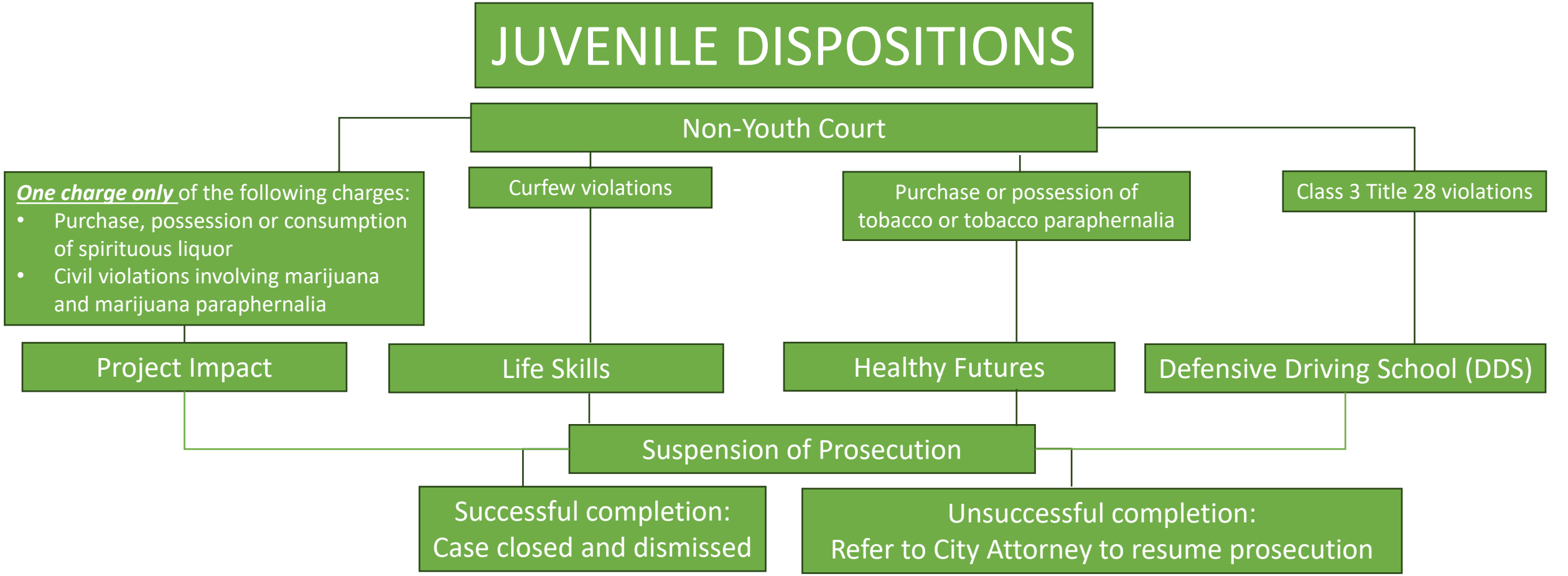
MOVING FORWARD

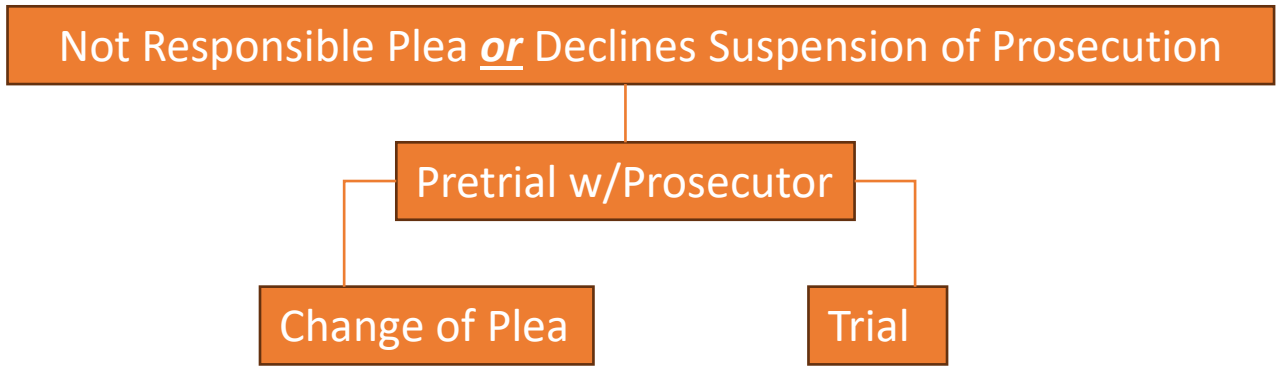
- When it was established in 2022 it was believed to be only the second Domestic Violence Court in the state of Arizona following the City of Tucson.
- In 2024 Kingman applied for and was selected by Center for Justice Innovation as a mentee court in their Domestic Violence Court Mentoring Program.
- Kootenai County (ID) was assigned as the mentor court for the Kingman Domestic Violence Court.
- Select Kingman DV Court team members will be attending the DV Court Mentoring Program All Sites Meeting scheduled June 2025 in St. Louis, Missouri.
- The goals for the Kingman Domestic Violence Court in this mentoring program are to learn from others and network about successes, challenges and resources while enhancing procedural justice.

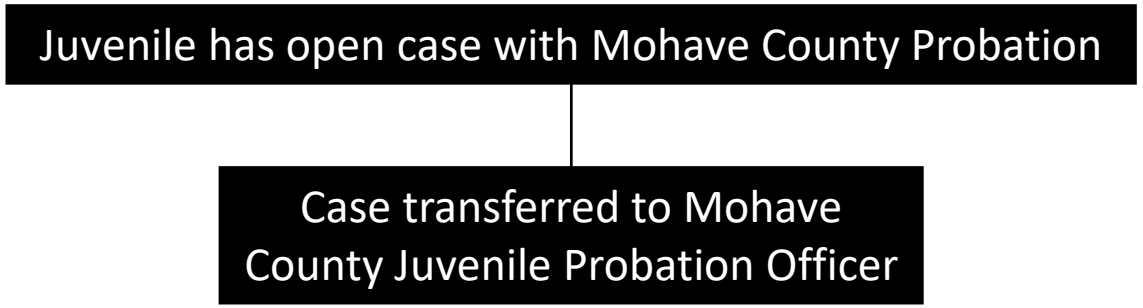
JUVENILE DISPOSITIONS



JUVENILE DISPOSITIONS







VETERANS TREATMENT COURT PROGRAM

KINGMAN VETERANS TREATMENT COURT EVALUATION

1) How did you first learn that Veterans Court was an option for you?

- ☒ Attorney (3)
- ☒ Probation Officer (1)
- ☒ Court (5)
- ☐ Social Worker
- ☒ Friend (1)
- ☒ Family (1)
- ☒ In custody (jail) (4)
- ☐ Other:

2) Why did you <u>originally</u> choose to come into Veterans Court?

- ☒ To get out of jail (1)
- ☒ Less incarceration time (1)
- ☒ Financial benefit (1)
- ☒ Resources available (2)
- ☒ Treatment available (6)
- ☒ Support/structure (6)
- ☐ Keep driver's license
- ☒ No conviction (2)

Other:

3) Prior to signing the Contract, was all the necessary information about Veterans Court rules, regulations, and expectations explained to you?

☒ Yes (13) ☐ No

4) Please indicate how much information you knew about Veterans Court before you started.

☒ None at all (10) ☒ Some (2) ☒ A lot (1)

5) What aspect of Veterans Court do you feel was helpful to you? Please check ALL that you feel motived you.

- ☒ Positive interaction with the Judge (13)
- ☒ Advancing in each Phase (10)
- ☒ Community Service/Restitution (4)
- ☒ Mentors (11)
- ☒ Increase / Decrease in Testing (2)
- ☒ VTC events/activities (5)
- ☒ Rewards/Incentives doing good (7)
- ☒ KART bus passes (3)
- ☒ Writing assignments / Essays (2)
- ☒ The threat of jail time (2)

6) What aspect of Veterans Court do you feel was LESS helpful to you? Please check ALL that apply.

- ☐ Positive interaction with the Judge
- ☒ VTC events/activities (1)
- ☐ Advancing in each Phase
- ☐ Rewards/Incentives for doing good
- ☒ Community Service/Restitution (1)
- ☒ KART bus passes (1)
- ☒ Mentors (1)
- ☒ Writing assignments / Essays (1)
- ☒ Increase / Decrease in Testing (2)
- ☒ The threat of Jail time (3)

7) Which Outpatient Treatment Center did you attend?

☒ Southwest Behavioral Health (10) ☐ Vet Center ☒ VA (5) ☒ Other: Sage (1)

8) What aspect of counseling do you feel HELPED you?

*Lynda Woods (VJO) and Maggie Stanley (mentor coordinator)
*A good look at myself
*Interaction w/counselors, positive reinforcement, discussing means to sustain sobriety
*Good therapist at VA
*DUI therapy
*Group anger management counseling, individual counseling, case manager
*Strength at Home program and Lynda Woods
*Mourning and dealing with the loss of my Dad
*Counseling for PTSD
*26 weeks of Domestic Violence classes

9) What aspect of counseling do you feel was LEAST helpful to you?

*CBT is ineffective long term
*DUI education
*Medication

10) While you have been in Veterans Court, have you been referred to Inpatient treatment?

☒ Yes (1) ☒ No (12)

11) While in Veterans Court did you utilize the Veterans Court Resource Team (VRT) for Housing or Employment, etc.

☒ Yes (2) ☒ No (11) List Provider(s): Arizona at Work (2), Catholic Charities (1)

12) While in Veterans Court did you receive any Sanctions? (i.e.: Extra Community Restitution, Jail time, SCRAM, Essay, etc.)

☐ Yes ☒ No (13)

13) While in Veterans Court did you receive any Incentive? (i.e.: Phase Advancements, Knight of the Month, gift cards, verbal recognition, etc.)

☒Yes (10)☒No (1) Which incentive was most appreciated: Knight of the Month (4); Verbal recognition (4); Phase Advancements (1).

14) Do you think the Sanctions/Incentives were fair?

☒ Yes (10) ☐ No

15) Did you stay clean and sober since you started Veterans Court?

☒ Yes (13) ☐ No If No, how many times relapsed:

Check box sobriety length: ☐ 0 – 3 mos. ☐ 3 – 6 mos. ☒ 6 – 12+ mos. (7)

16) My Mentor helped me be successful in Veterans Court?

☒Strongly Agree (10)☒ Agree (2) ☒Neither Agree nor Disagree (1) ☐Disagree ☐Strongly Disagree

17) Veterans Court was easier/better than jail or prison?

☒Strongly Agree (12) ☒ Agree(1) ☐ e Neither Agree nor Disagree ☐ Disagree ☐ Strongly Disagree

18) My participation in Veterans Court will help me avoid drug/alcohol use in the future?

☒ Strongly Agree(9) ☒Agree (2) ☐Neither Agree nor Disagree (1) ☐Disagree ☐Strongly Disagree

19) I was personally helped through participation in Veterans Court?

☒Strongly Agree (11) ☒Agree (2) ☐Neither Agree nor Disagree ☐Disagree ☐Strongly Disagree

20) The Kingman Veterans Court staff treated me with respect?

☒Strongly Agree (11) ☒Agree (2) ☐Neither Agree nor Disagree ☐Disagree ☐Strongly Disagree

21) The Kingman Veterans Court staff was fair?

☒Strongly Agree (10) ☒Agree (3) ☐Neither Agree nor Disagree ☐Disagree ☐Strongly Disagree

22) The Kingman Veterans Court staff was concerned about me?

☒Strongly Agree (10) ☒Agree (2) ☒Neither Agree nor Disagree (1) ☐Disagree ☐Strongly Disagree

23) Encouragement from the Kingman Veterans Court staff helped me to stay drug/alcohol free?

☒Strongly Agree (10) ☒Agree (2) ☒Neither Agree nor Disagree (1) ☐Disagree ☐Strongly Disagree

24) The Kingman Veterans Court staff expected too much of me?

☐Strongly Agree ☐Agree ☒Neither Agree nor Disagree (4) ☒Disagree (2) ☒Strongly Disagree (7)

25) Would you consider becoming a Mentor at some point?

☒ Yes(7) ☒ No (6)

LOOK AT WHAT I'VE BEEN ABLE TO ACCOMPLISH!

While participating in Veterans Court. I've been able to accomplish or overcome the following **needs**: (please check ALL that apply and/or write a narrative below)

Transportation:

☒ Transportation issues (3)
☒ Obtaining Driver's License (3)
☒ Ignition Interlock (4)

Employment:

☒ Found Employment (3)
☒ Resume/Job Search (3)

Treatment:

☒ Substance Abuse Issues (4)
☒ Domestic Violence Classes (3)
☒ Finance/Budgeting (1)
☒ Stress Management (4)
☐ Parenting Classes
☒ PTSD Counseling (4)
☒ Self-help Groups (1)
☐ Inpatient Treatment
☒ Anger Management (4)

Education:

Are you in school? ☒Yes (2) ☒No (9)
☒ Education/ GED (1)

Health & Wellness:

☒ Medications (access/copays) (2)
☒ Dental Health Care issues (1)
☒ Medical Health Care issues (3)
☒ Mental Health Counseling issues (4)
☒ Other counseling/classes (AA, NA) (1)
☐ Nutrition/Cooking issues
☒ Changing attitudes/beliefs (4)
☒ Healthy Relationships issues (4)
☐ Childcare issues
☒ Fitness issues (1)
☒ Having fun sober issues (2)
☒ Mentorship issues (1)

Other:

☒ Obtaining State ID card (1)
☒ Family/Peer Support (1)
☒ Making appointments (scheduling) (1)
☒ Community Restitution (1)
☐ Other:

Housing:

☐ Housing issues
☒ Received Housing Assistance (2)

What were major factors that helped you complete Veterans Treatment Court?
*Motivation from Court and Mentor.

*The positive interaction with staff and my mentor. Everyone was extremely supportive and always in touch. The resources were readily available and easy to access.

*The push from Judge Singer and the help from the court staff.

*Very respectful.

*Taking care of the objectives needed to complete the program.

*Hope, action and faith.

*Program structure. Concern from staff and mentors.

*My mentor and counseling.

*Having supportive staff and mentors.

*Showing up as promised.

*Doing what the Judge asks of you and to do your community service, pay your fines and to stay clean and sober. And to get help from your mentor if needed.

Is there anything in particular that you think Veterans Treatment Court could do to improve the Court Process/Treatment Services to better serve your needs?
*Nothing comes to mind.

*I think the program was fantastic. The steps and process work if you work them and I am grateful to have had such a great program to not only help me through the legal aspect but also help me maintain sobriety.

*Nothing.

*The court helped take care of that I needed. Taking care of mostly medical appointments.

*Nothing in particular. Every part of the program served well for me.

*No my process would strongly be the same.

*nothing I can think of. It was an honor to go through the Veterans Treatment Court.

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ADOT Procurement

PROCUREMENT DETERMINATION
PRICE INCREASE

Sections 1 through 3 MUST be completed
Use Attachments as Necessary

1) Name: Tom Kornell DS **Title**: Senior Procurement Officer	**Date:** May 15, 2024
Contract Number: CTR059320 **Contract Description: New Vehicles Purchases**	**Contractor Name:** Midway

2) Line Item Pricing:
See attached spreadsheet.

3) Provide justification:
Midway Chevrolet is requesting price increases on all phase one (1) vehicles. Recently, all major manufacturers have made changes regarding dealer incentives. These incentives have dropped across all models from 35-90%. As a result of reducing these incentives, it has forced the dealerships to decrease the discount offered to the state for phase 1 vehicles. This was not a foreseeable price change at the time of the contract award.

ADOT Procurement has reviewed and researched the request. It was determined that Procurement IQ reports that passenger vehicle prices have exhibited high volatility during the last three years due to heavy fluctuations in the supply chain and price increases for manufacturing due to inflation and wage increases. Procurement IQ shows pricing continuing to grow annually at 5.1%. Additionally, the overall price level as measured by the Consumer Price Index (CPI) has also increased 18% since January 2021.

ADOT Procurement has determined the increase would be fair and reasonable and in the best interest of the State, based on the information above. Therefore, ADOT grants the increase as listed in the table below.

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: Pamela Veal 09C01CE38A6E4BB...	Procurement Manager	5/15/2024

Cc: File

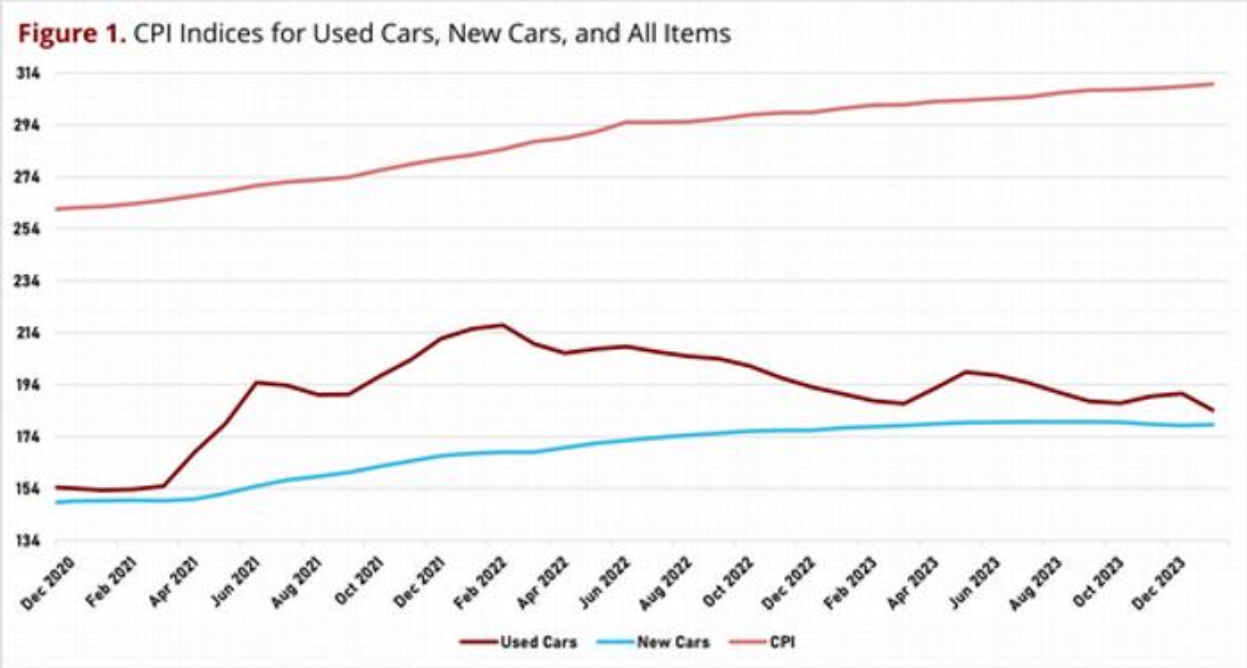
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Midway Chevrolet
Discount Pricing 2024 for Contract CTR059320

	New vehicle added
	Discontinued

Contract Line Item #	Vehicle make and Model	Current % off MSRP	Agreed to Pricing	Difference
1	Bolt	5%	5%	0%
2	Bolt EUV	5%	5%	0%
3	**Camaro**	**Discontinued**		
32	Malibu	20%	11%	9%
5	**Spark**	**Discontinued**		
6	Trax	4%	4%	0%
33	Trailblazer	15%	9%	6%
34	Equinox	18%	10%	8%
35	Equinox EV		0%	0%
36	Blazer	17%	10%	7%
37	Blazer EV		0%	0%
38	Traverse	23%	12%	11%
39	Tahoe	21%	10%	11%
40	Suburban	20%	10%	10%
13	Colorado	3%	3%	0%
41	Silverado 1500	17%	10%	7%
42	Silverado 2500	22%	12%	10%
43	Silverado 3500	19%	10%	9%
44	Silverado EV		0%	0%
45	Express Passenger	30%	15%	15%
46	Express Cargo	30%	15%	15%
47	Versa	7%	2%	5%
48	Kicks	8%	2%	6%
49	Sentra	8%	3%	5%
50	Altima	12%	6%	6%
24	**Maxima**	**Discontinued**		
51	Leaf	13%	5%	8%
52	Frontier	9%	3%	6%
27	**Titan**	**Discontinued**		
53	Rogue	9%	3%	6%
54	Murano	11%	8%	3%
55	Pathfinder	7%	4%	3%
56	C4500/ C5500 Silverado		10%	0%
57	Low Cab Forward (LCF)		20%	0%

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"Looking back to the beginning of our three year period, automobile prices have both risen sharply and declined somewhat sharply, especially for used vehicles. The price of new vehicles in January 2024 is 19.6% higher than in January 2021. The price of used vehicles has gone through more volatile movements but, in January 2024, are 20.1% higher than in January 2021. The overall price level as measured by the CPI has increased 18% since January 2021. So, overall, car prices have risen relative to the average of all consumer prices, but in the end their increase is only one or two percentage points higher than the average increase in price of other goods and services in the economy. Price Trends for New and Used Cars February 20, 2024." by Dennis W. Jansen, Somali Ghosh Sinha TEXAS A&M UNIVERSITY Private Enterprise Research Center

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Absolutely Unbeatable.

MIDWAY CHEVROLET

12-21-23

RE: Change Request CTR059320

Tom,

We finally received GM pricing for the 2024 Colorado and Traverse. We have been waiting for completed 2024 GM pricing before requesting these attached Arizona State Contract discount change requests for each model.

We have included manufacturer changes in vehicle incentives for each model requested. We used the 2022 incentives (attached) at the contracts inception and the current 2024 incentives (attached) from both Nissan and General Motors to justify requests.

Please advise if we need anything additional for this request.

Hope you have a nice Holiday Season!

Thank You,

Gregg Ball

Fleet Manager

Midway Chevrolet Company 1 LLC

Bid Search Results

BID Main Page Help

user: gBALLMC2011
bac: 00000173036
name: MIDWAY CHEVROLET

Search Results

Model Year	Vehicle Type	Model	FAN	Bid Open Date
2022	Light Duty and Passenger		000800770	20210705

Sell Source 13
Dealer Code 39225

*** GM Confidential ***

Activate / Report Results	Open Date	FAN	Bid No. / Item No.	Model	Options	Assist. Amount	%	Status	Price Effective Date
	07/05/2021	000800770	217522 / 01	CC10706	L84 R6Q	$7,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 02	CC10706	L87 R6Q	$7,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 03	CC10706	LM2	$7,000	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 04	CC10706	9C1 PPU TAHOE	$7,950	0	Activated	01/01/2021
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	07/05/2021	000800770	217522 / 12	CC18753	1LT	$8,800	0	Activated	01/01/2021
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	07/05/2021	000800770	217522 / 42	CC30953	1WT	$8,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 43	CC31003	1LT	$7,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 44	CC31003	1WT	$7,500	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 45	CC31043	1LT	$8,000	0	Activated	01/01/2021
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	07/05/2021	000800770	217522 / 61	1NB56	1FL	$6,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 62	1NB56	1LS	$6,300	0	Activated	01/01/2021
	07/05/2021	000800770	217522 / 63	1NC56	1LT	$6,300	0	Activated	01/01/2021

07/05/2021	000800770	217522 / 64	1NC56	2FL		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 65	1NC56	2LT		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 66	1NC56	3LT		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 67	1NE56	1LZ		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 68	1NV56	1LS		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 69	1NV56	1FL		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 70	1NW56	2FL		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 71	1NW56	1LT		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 72	1NX56	1LZ		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 73	1NX56	2LZ		$6,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 74	1XP26	1LS	EQUINOX	$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 75	1XR26	1LT		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 76	1XS26	1LZ		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 77	1XX26	1LS		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 78	1XY26	1LT		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 79	1XZ26	1LZ		$4,200	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 80	1ZC69	1FL	MALIBU	$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 81	1ZC69	1LS		$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 82	1ZD69	1LT		$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 83	1ZF69	2LZ		$4,400	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 84	12M43	4WT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 85	12M43	2WT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 86	12M53	4WT		$4,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 87	12M53	2WT		$3,500	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 88	12N43	4LT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 89	12N43	2LT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 90	12N53	4LT		$4,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 91	12N53	2LT		$3,500	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 92	12P43	4Z7		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 93	12P43	2Z7		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 94	12P53	4Z7		$4,300	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 95	12T43	4WT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 96	12T43	2WT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 97	12U43	4LT		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 98	12U43	2LT		$3,900	0	Activated	01/01/2021
07/05/2021	000800770	217522 / 99	12V43	4Z7		$4,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 01	CC56403	R7N		$6,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 02	CC56403	R7P		$7,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 03	CG23405	LV1	CARGO VAN	$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 04	CG23405	LWN		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 05	CG23405	L8T		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 06	CG23406	LV1	PASS VAN	$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 07	CG23406	LWN		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 08	CG23406	L8T		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 09	CG23705	LV1		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 10	CG23705	LWN		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 11	CG23705	L8T		$8,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 12	CG33405	LWN		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 13	CG33405	L8T		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 14	CG33405	LV1		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 15	CG33406	L8T		$9,300	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 16	CG33406	LWN		$9,300	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 17	CG33406	LV1		$9,300	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 18	CG33503	LV1		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 19	CG33503	B3D		$8,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 20	CG33503	ANC		$9,000	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 21	CG33503	L8T		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 22	CG33705	LV1		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 23	CG33705	LWN		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 24	CG33705	L8T		$9,100	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 25	CG33706	LV1		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 26	CG33706	LWN		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 27	CG33706	L8T		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 28	CG33803	ANC		$9,000	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 29	CG33803	L8T		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 30	CG33803	LV1		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 31	CG33803	B3D		$8,400	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 32	CG33903	ANC		$9,000	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 33	CG33903	L8T		$8,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 34	CK10706	5W4		$7,950	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 35	CK10906	L84		$6,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 36	CK18543	1CX		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 37	CK18543	1WT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 38	CK18543	1LT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 39	CK18743	1LT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 40	CK18743	1CX		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 41	CK18743	1WT		$9,700	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 42	CK18753	1WT		$9,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 43	CK18753	1CX		$9,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 44	CK18753	1LT		$9,600	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 45	CK18903	1WT		$7,800	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 46	CK20743	1LT		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 47	CK20743	1LZ		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 48	CK20743	1CX		$8,900	0	Activated	01/01/2021
07/05/2021	000800770	217523 / 49	CK20743	1WT		$8,900	0	Activated	01/01/2021

	07/05/2021	000800770	217523 / 50	CK20743	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 51	CK20753	1CX	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 52	CK20753	1LT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 53	CK20753	1LZ	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 54	CK20753	1WT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 55	CK20903	1LT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 56	CK20903	1WT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 57	CK20943	1CX	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 58	CK20943	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 59	CK20943	1LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 60	CK20943	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 61	CK20943	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 62	CK20953	1CX	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 63	CK20953	1LT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 64	CK20953	1LZ	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 65	CK20953	1WT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 66	CK30743	1LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 67	CK30743	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 68	CK30743	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 69	CK30743	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 70	CK30903	1WT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 71	CK30903	1LT	$8,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 72	CK30943	1LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 73	CK30943	1LT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 74	CK30943	1WT	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 75	CK30943	3LZ	$8,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 76	CK30953	1LT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 77	CK30953	1WT	$9,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 78	CK31003	1LT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 79	CK31003	1WT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 80	CK31043	1LT	$8,600	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 81	CK31043	1WT	$8,600	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 82	CK31403	1LT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 83	CK31403	1WT	$8,100	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 84	CK56043	R7N	$6,400	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 85	CP11003	1WT	$3,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 86	CP12003	1WT	$3,000	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 87	CP31003	1WT	$3,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 88	CP32003	1WT	$3,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 89	CP33003	1WT	$3,900	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 90	CT31003	1WT	$4,950	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 91	CT32003	1WT	$4,950	0	Activated	01/01/2021
	07/05/2021	000800770	217523 / 92	CT33003	1WT	$4,950	0	Activated	01/01/2021

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2024

Bid Search Results

BID Main Page Help

user: gBALLMC2011
bac: 00000173036
name: MIDWAY CHEVROLET

Search Results

Model Year	Vehicle Type	Model	FAN	Bid Open Date
2024	Light Duty and Passenger		000800770	20230519

Sell Source 13
Dealer Code 39225

*** GM Confidential ***

Activate / Report Results	Open Date	FAN	Bid No. / Item No.	Model	Options	Assist. Amount	%	Status	Price Effective Date
	05/19/2023	000800770	420620 / 01	CC10543	1LT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 02	CC10543	1LZ	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 03	CC10543	1CX	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 04	CC10543	1SP	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 05	CC10543	1WT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 06	CC10543	3LZ	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 07	CC10703	1WT	$700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 08	CC10706	L84 R6Q	$1,700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 09	CC10706	LM2	$1,700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 10	CC10706	L87 R6Q	$1,700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 11	CC10706	9C1 PPV TAHOE	$1,950	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 12	CC10743	1WT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 13	CC10743	1LT	$2,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 14	CC10753	1LT	$2,500	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 15	CC10753	1CX	$2,500	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 16	CC10753	1WT	$2,500	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 17	CC10903	1WT 1500 P.U.	$700	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 18	CC10906	LM2	$1,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 19	CC10906	L84	$1,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 20	CC10906	L87	$1,600	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 21	CC20743	1LZ	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 22	CC20743	1LT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 23	CC20743	1CX	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 24	CC20743	1WT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 25	CC20753	1CX	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 26	CC20753	1LT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 27	CC20753	1LZ	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 28	CC20753	1WT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 29	CC20903	1LT	$1,300	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 30	CC20903	1WT 2500 PU	$1,300	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 31	CC20943	1CX	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 32	CC20943	1LT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 33	CC20943	1LZ	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 34	CC20943	1WT	$2,200	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 35	1LB56	2FL	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 36	1LB56	1LT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 37	1LB56	2LT	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 38	1LC56	2Z7	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 39	1LD56	1LZ	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 40	1LD56	2RS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 41	1LD56	2LZ	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 42	1LD56	1RS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 43	1LE56	1LS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 44	1LE56	2LS	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 45	1LE56	1FL	$2,400	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 46	1MB26	1LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 47	1MB48	2LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 48	1MC26	2LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 49	1MC48	3LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 50	1MD26	1RS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 51	1MF26	2FL	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 52	1MG26	2SS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 53	1MM48	2RS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 54	1MN48	3RS	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 55	1M248	1LT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 56	1NK26	2LT Blazer	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 57	1NK26	3LT	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 58	1NL26	1RS	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 59	1NM26	0HD	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 60	1NR26	2LT	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 61	1NR26	3LT	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 62	1NS26	1RS	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 63	1NT26	0HD	$1,900	0	Activated	01/01/2023
	05/19/2023	000800770	420620 / 64	1TR56	1LS THAX	$1,400	0	Activated	01/01/2023

2024 START

76%
-80%
-83%
-66%
-48%

05/19/2023	000800770	420620 / 65	1TR58	1LS		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 66	1TR58	1RS		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 67	1TS56	1SA		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 68	1TT56	1RS		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 69	1TU56	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 70	1TU58	1SA		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 71	1TU58	2RS		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 72	1TU58	1LT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 73	1TV56	1LS		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 74	1TW56	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 75	1TX56	1SA		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 76	1TY56	1RS		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 77	1XP26	1FL	Equinox	$2,400	0	Activated	01/01/2023 -43%
05/19/2023	000800770	420620 / 78	1XP26	1LS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 79	1XR26	2FL		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 80	1XR26	1RS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 81	1XR26	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 82	1XS26	1LZ		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 83	1XX26	1FL		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 84	1XX26	1LS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 85	1XY26	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 86	1XY26	2FL		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 87	1XY26	1RS		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 88	1XZ26	1LZ		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 89	1ZC69	1FL	Malibu	$1,700	0	Activated	01/01/2023 -38%
05/19/2023	000800770	420620 / 90	1ZC69	1LS		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 91	1ZD69	1LT		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 92	1ZF69	2LT		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 93	1ZS69	1SP		$1,700	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 94	14C43	4WT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 95	14C43	2WT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 96	14E43	0TR		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 97	14F43	4LT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 98	14F43	2LT		$400	0	Activated	01/01/2023
05/19/2023	000800770	420620 / 99	14G43	4Z7		$400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 01	CC20953	1CX		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 02	CC20953	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 03	CC20953	1WT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 04	CC20953	1LZ		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 05	CC30743	1LT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 06	CC30743	1LZ		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 07	CC30743	1WT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 08	CC30903	1LT		$1,300	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 09	CC30903	1WT	3500 pu	$1,300	0	Activated	01/01/2023 -85%
05/19/2023	000800770	420621 / 10	CC30943	1LT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 11	CC30943	1LZ		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 12	CC30943	1WT		$2,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 13	CC30953	1LT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 14	CC30953	1WT		$2,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 15	CC31003	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 16	CC31003	1WT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 17	CC31043	1LT		$1,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 18	CC31043	1WT		$1,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 19	CC31403	1LT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 20	CC31403	1WT		$1,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 21	CC56043	R7M		$4,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 22	CC56043	R7P		$6,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 23	CC56043	R7N		$5,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 24	CC56403	R7N		$5,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 25	CC56403	R7M		$4,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 26	CC56403	R7P		$6,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 27	CG23405	L8T		$3,000	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 28	CG23405	LV1	CARGO VAN	$3,000	0	Activated	01/01/2023 -66%
05/19/2023	000800770	420621 / 29	CG23406	LV1	PASS VAN	$3,200	0	Activated	01/01/2023 -65%
05/19/2023	000800770	420621 / 30	CG23406	L8T		$3,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 31	CG23705	LV1		$3,000	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 32	CG23705	L8T		$3,000	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 33	CG33405	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 34	CG33405	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 35	CG33406	LV1		$3,600	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 36	CG33406	L8T		$3,600	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 37	CG33503	B3D		$2,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 38	CG33503	ANC		$3,500	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 39	CG33503	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 40	CG33503	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 41	CG33705	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 42	CG33705	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 43	CG33706	LV1		$3,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 44	CG33706	L8T		$3,200	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 45	CG33803	ANC		$3,500	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 46	CG33803	B3D		$2,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 47	CG33803	L8T		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 48	CG33803	LV1		$3,400	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 49	CG33903	B3D		$2,900	0	Activated	01/01/2023
05/19/2023	000800770	420621 / 50	CG33903	ANC		$3,500	0	Activated	01/01/2023

		05/19/2023	000800770	420621 / 51	CG33903	L8T	$3,400	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 52	CK10543	1SP	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 53	CK10543	1LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 54	CK10543	1LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 55	CK10543	1CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 56	CK10543	1WT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 57	CK10543	2CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 58	CK10543	2FL	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 59	CK10543	2LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 60	CK10543	3LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 61	CK10703	1WT	$1,300	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 62	CK10706	5W4	$1,950	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 63	CK10706	L87 R6Q	$1,700	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 64	CK10706	L84 R6Q	$1,700	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 65	CK10706	LM2	$1,700	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 66	CK10706	9C1	$1,950	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 67	CK10743	1CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 68	CK10743	1LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 69	CK10743	1LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 70	CK10743	1SP	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 71	CK10743	1WT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 72	CK10743	2CX	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 73	CK10743	2LT	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 74	CK10743	3LZ	$3,200	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 75	CK10753	1CX	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 76	CK10753	1LT	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 77	CK10753	1SP	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 78	CK10753	1WT	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 79	CK10753	2FL	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 80	CK10903	1WT	$1,300	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 81	CK10906	LM2	$1,600	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 82	CK10906	L84	$1,600	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 83	CK10906	L87	$1,600	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 84	CK20743	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 85	CK20743	1CX	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 86	CK20743	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 87	CK20743	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 88	CK20743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 89	CK20743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 90	CK20753	1CX	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 91	CK20753	1LT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 92	CK20753	1LZ	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 93	CK20753	1WT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 94	CK20903	1LT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 95	CK20903	1WT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 96	CK20943	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 97	CK20943	1CX	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 98	CK20943	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420621 / 99	CK20943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 01	CK20943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 02	CK20943	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 03	CK20953	1CX	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 04	CK20953	1LT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 05	CK20953	1LZ	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 06	CK20953	1WT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 07	CK30743	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 08	CK30743	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 09	CK30743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 10	CK30743	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 11	CK30743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 12	CK30743	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 13	CK30903	1LT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 14	CK30903	1WT	$1,900	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 15	CK30943	1WT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 16	CK30943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 17	CK30943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 18	CK30943	3LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 19	CK30943	1LT	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 20	CK30943	1LZ	$2,800	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 21	CK30953	1LT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 22	CK30953	1WT	$3,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 23	CK31003	1LT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 24	CK31003	1WT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 25	CK31043	1LT	$2,500	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 26	CK31043	1WT	$2,500	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 27	CK31403	1LT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 28	CK31403	1WT	$2,000	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 29	CK56043	R7M	$4,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 30	CK56043	R7N	$5,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 31	CK56043	R7P	$6,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 32	CK56403	R7M	$4,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 33	CK56403	R7N	$5,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 34	CK56403	R7P	$6,200	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 35	CP11003	1WT	$3,100	0	Activated	01/01/2023
		05/19/2023	000800770	420622 / 36	CP12003	1WT	$3,100	0	Activated	01/01/2023

	05/19/2023	000800770	420622 / 37	CP13003	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 38	CP13043	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 39	CP14003	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 40	CP14043	1WT	$3,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 41	CP31003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 42	CP32003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 43	CP33003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 44	CP33043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 45	CP34003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 46	CP34043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 47	CP52003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 48	CP53003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 49	CP53043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 50	CP54003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 51	CP54043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 52	CP62003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 53	CP63003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 54	CP63043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 55	CP64003	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 56	CP64043	1WT	$4,000	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 57	CT31003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 58	CT32003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 59	CT33003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 60	CT33043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 61	CT34003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 62	CT34043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 63	CT35843	3WT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 64	CT35843	4WT	$0	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 65	CT41003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 66	CT42003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 67	CT43003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 68	CT43043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 69	CT44003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 70	CT44043	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 71	CT51003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 72	CT52003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 73	CT53003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 74	CT53043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 75	CT54003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 76	CT54043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 77	CT55003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 78	CT61003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 79	CT62003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 80	CT63003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 81	CT63043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 82	CT64003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 83	CT64043	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 84	CT65003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 85	CT66003	1WT	$5,100	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 86	CT73203	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 87	CT73903	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 88	CT74503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 89	CT75003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 90	CT76003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 91	CT76503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 92	CT77603	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 93	CT78803	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 94	CT83203	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 95	CT83903	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 96	CT84503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 97	CT85003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 98	CT86003	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420622 / 99	CT86503	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420623 / 01	CT87603	1WT	$5,250	0	Activated	01/01/2023
	05/19/2023	000800770	420623 / 02	CT88803	1WT	$5,250	0	Activated	01/01/2023

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*** * * GM Confidential * * ***

Please Note!

To activate and/or report results select each bid item number by clicking in the selection field. (Multiple items can be selected.)

Please send the bid award documentation to the Bid Center when requesting activation. Bids will not be activated without the appropriate customer award documentation.
Fax to 248-312-7133 or e-mail to gmbidcenter@gm.com

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ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

X Category One: Phase One (1) Vehicle Purchases

x Category Two: Phase Two (2) Vehicle Purchases

x Category Three: FTA Funded Vehicles

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, AZ 85023
Greg Bell (602) 733-2251

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

MIDWAY Change REQUEST

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP) PHASE 1	PHASE 2
Bolt	5% clc	0
Bolt EUV	5% clc	0
Camaro	~~28%~~ N/A	N/A
Malibu	~~20%~~ 7%	0
Spark	~~9%~~ N/A	N/A
Trax	4% clc	0
Trailblazer	~~15%~~ 4%	0
Equinox	~~18%~~ 7%	0
Blazer	~~17%~~ 7%	0

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the*

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time of Proposal submittal. Do not provide pricing on any other format other than what is provided below:

MIDWAY Change Request

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP) PHASE 1	PHASE 2
Traverse	~~23%~~ 7%	0
Tahoe	~~23%~~ 7%	0
Suburban	~~20%~~ 8%	0
Colorado	3% OK	0
Silverado 1500	~~17%~~ 6%	0
Silverado 2500	~~23%~~ 8%	0
Silverado 3500	~~19%~~ 8%	0
Express Passenger	~~30%~~ 8%	0
Express Cargo	~~30%~~ 8%	0
Electric Silverado	~~TBA~~ 0%	0
Versa	~~2%~~ 2%	0
Kicks	~~8%~~ 2%	0
Sentra	~~8%~~ 3%	0
Altima	~~12%~~ 5%	0
Maxima	~~11%~~ DISCONTINUED	N/A
Leaf	~~13%~~ 3%	0
Frontier	~~9%~~ 2%	0
Titan	~~11%~~ DISCONTINUED	N/A
Rogue	~~9%~~ 3%	0
Murano	~~12%~~ 8%	0
Pathfinder	~~7%~~ 4%	0

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, AZ 85023
Greg Bell (602) 733-2251

ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☐Apache	185.00	☐ Greenlee	185.00	☐ Pima	135.00
☐ Cochise	185.00	☐ La Paz	185.00	☐ Pinal	135.00
☐ Coconino	135.00	☐ Maricopa	N/A	☐ Santa Cruz	185.00
☐ Gila	135.00	☐ Mohave	185.00	☐ Yavapai	135.00
☐ Graham	185.00	☐ Navajo	185.00	☐ Yuma	185.00

All OK

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

1.5.1 Phase One (1) Evaluation Pricing:

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Greg Ball (602) 733-2251

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$20,326	2023 Trailblazer LS 1TR56
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$25,926	2023 Express Cargo CG33405
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$26,647 Best Estimate.	GM as of this date has not published actual information for this 2023 Silverado.

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ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$20,847	Plus transportation and dealer added accessories
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	$26,597	Plus transportation and dealer added accessories
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	$27,572 Best Estimate	Same as above plus transportation and dealer added accessories

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Bell (602) 733-2251

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2022

NISSAN

NISSAN NORTH AMERICA, INC.
Corporate Office
P.O. Box 685001
Franklin, TN 37068-5001

August 13, 2021

Gary Lowe
Fleet Manager
Arizona Department of Transportation
2225 S 22nd Avenue
Phoenix, AZ 85009

MY2022 Bid Assistance Letter

Dear Mr. Lowe:

The purpose of this Bid Assistance Letter ("Letter") is to provide Arizona Department of Transportation + ("Dealer") with proposed fleet incentives for the purchase of Nissan vehicles, as listed below (the "Vehicles") by Govt/State/Public Utility Agency (the "Requester"). Dealer may use the information contained in this Letter for its MY2022 bid proposal ######### (the "Proposal") in response to a request from Requester. Nissan North America, Inc. ("NNA") will offer to sell the Vehicles to Dealer at the "Fleet Incentive" price per Vehicle listed in the Fleet Incentive Table below during the MY2022 (the "Fleet Program"), if Dealer is awarded the business proposed in its Proposal to Govt/State/Public Utility Agency:

FLEET INCENTIVE TABLE

Model Year	Vehicle Model	Fleet Incentive
2022	Versa	$2,750
2022	Sentra	$3,000
2022	Altima	$5,050
2022	Maxima	$6,250
2022	LEAF	$6,000
2022	370Z Cpe/Rd	$4,500
2022	Frontier	$4,350
2022	Titan KC & CC	$8,650
2022	Titan XD CC	$8,650
2022	Armada	$6,650
2022	Kicks	$3,750
2022	Rogue	$4,250
2022	Rogue Sport	$4,250
2022	Murano	$6,250
2022	Pathfinder	$4,000
2022	QX50	$5,500
2022	QX80	$12,000

Dealer will pass through the Fleet Program to Requester, including these further terms and conditions for the purchase of Vehicles under the Fleet Program as follows:

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2024

NISSAN NORTH AMERICA, INC.
Corporate Office
P.O. Box 685001
Franklin, TN 37068-5001

June 28, 2023

Gregg Ball
Sales Manager
MIDWAY NISSAN
2201 W BELL RD
PHOENIX, AZ 85023

MY2024 Bid Assistance Letter

Dear Mr. Ball:

The purpose of this Bid Assistance Letter ("Letter") is to provide MIDWAY NISSAN + 3734 ("Dealer") with proposed fleet incentives for the purchase of Nissan vehicles, as listed below (the "Vehicles") by Govt/State/Public Utility Agency (the "Requester"). Dealer may use the information contained in this Letter for its MY2024 bid proposal (the "Proposal") in response to a request from Requester. Nissan North America, Inc. ("NNA") will offer to sell the Vehicles to Dealer and apply "Fleet Incentive" amount per Vehicle listed in the Fleet Incentive Table below during the MY2024 (the "Fleet Program"), if Dealer is awarded the business proposed in its Proposal to Govt/State/Public Utility Agency:

FLEET INCENTIVE TABLE

Model Year	Vehicle Model	Fleet Incentive
2024	Versa	$550
2024	Sentra	$925
2024	Altima	$1,800
2024	Ariya	$3,905
2024	LEAF	$1,300
2024	Frontier	$950
2024	Titan	$3,800
2024	Pathfinder	$1,900
2024	Armada	$3,200
2024	Kicks	$900
2024	Rogue	$1,800
2024	Murano	$3,300

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ADOT Procurement

Offer Response Form for New Vehicle Purchases Revision Two (2)

Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. Failure to respond may negatively impact the option to award.

1.1. The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

X Category One: Phase One (1) Vehicle Purchases

x Category Two: Phase Two (2) Vehicle Purchases

x Category Three: FTA Funded Vehicles

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Bell (602) 733-2251

1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

PHASE 1 PHASE 2

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)	%
Bolt	~~5%~~ 0%	0
Bolt EUV	~~3%~~ 0%	0
Camaro	~~3%~~ 3%	0
Malibu	~~20%~~ 10%	0
Spark	~~9%~~ 9%	0
Trax	~~4%~~ 2%	0
Trailblazer	~~15%~~ 10%	0
Equinox	~~12%~~ 11%	0
Blazer	~~17%~~ 10%	0

1.3 PHASE TWO (2) Pricing for New Vehicle Purchases: (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the*

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Offer Response Form for New Vehicle Purchases Revision Two (2)

time of Proposal submittal. Do not provide pricing on any other format other than what is provided below:

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, AZ 85023
Gregg Ball (602) 733-2251

PHASE 1 PHASE 2

Phase One (1) Manufacture/Category (i.e. Silverado, F150, RAM 1500, Focus, Cruze, Dart etc.) Per Minimum Specifications	Percentage (%) Off of Manufacture Retail Price (MSRP)	
Traverse	~~23%~~ 14%	0
Tahoe	~~21%~~ 14%	0
Suburban	~~20%~~ 11%	0
Colorado	~~3%~~ 3%	0
Silverado 1500	~~17%~~ 15%	0
Silverado 2500	~~22%~~ 15%	0
Silverado 3500	~~19%~~ 15%	0
Express Passenger	~~30%~~ 16%	0
Express Cargo	~~30%~~ 16%	0
Electric Silverado	~~TBA~~ 0%	0
Versa	~~7%~~ 5%	0
Kicks	~~8%~~ 5%	0
Sentra	~~8%~~ 5%	0
Altima	~~12%~~ 5%	0
Maxima	~~11%~~ 6%	0
Leaf	~~13%~~ 13%	0
Frontier	~~9%~~ 5% 2023 5%	0
Titan	~~14%~~ 8%	0
Rogue	~~9%~~ 4%	0
Murano	~~11%~~ 8%	0
Pathfinder	~~7%~~ 5%	0
4500 / 5500 Silverado	12%	6%

PHASE 1
PHASE 2

ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

SAMB

1.4 Delivery Fees: If the contractor offers delivery for the following counties, they must be indicate and include any delivery fee associated with those areas as applicable.

County	Delivery Fee $	County	Delivery Fee $	County	Delivery Fee $
☐Apache	185.00	☐ Greenlee	185.00	☐ Pima	135.00
☐ Cochise	185.00	☐ La Paz	185.00	☐ Pinal	135.00
☐ Coconino	135.00	☐ Maricopa	N/A	☐ Santa Cruz	185.00
☐ Gila	135.00	☐ Mohave	185.00	☐ Yavapai	135.00
☐ Graham	185.00	☐ Navajo	185.00	☐ Yuma	185.00

1.5 Evaluation Pricing: The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Ball (602) 733-2251

1.5.1 Phase One (1) Evaluation Pricing:

Estimated Usage Quantity	PHASE ONE (1) Base Model Vehicle	Base Price for Phase One (1)	Additional Information
75	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	$20,326	2023 Trailblazer LS 1TR56
25	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	~~$25,926~~ 32,323	2023 Express Cargo CG33405
50	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	~~$26,647 Best Estimate.~~ 29,652	GM as of this date has not published actual information for this 2023 Silverado.

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ADOT Procurement

Offer Response Form for New Vehicle Purchases
Revision Two (2)

MIDWAY CHEVROLET NISSAN ISUZU
2323 W. Bell Rd.
Phoenix, Az 85023
Gregg Ball (602) 733-2251

1.5.2. Phase Two (2) Evaluation Pricing:

Estimated Usage Quantity	PHASE TWO (2) Base Model Vehicle	Base Price for Phase TWO (2)	Additional Information
25	Sports Utility Vehicle (SUV) *(base model)* Per Minimum Specifications	~~$20,847~~ 22,100	Plus transportation and dealer added accessories
15	One (1) Ton Cargo Van *(base model)* Per Minimum Specifications	~~$26,597~~ 41,200	Plus transportation and dealer added accessories
25	1/2 Ton Truck Regular Cab *(base model)* Per Minimum Specifications	~~$27,572 Best Estimate~~ 36,300	Same as above plus transportation and dealer added accessories

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