

AGENDA

REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, TO BE HELD MAY 2, 2017, AT 6:00 PM., AT THE COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. BRIEF SUMMARY OF CURRENT EVENTS BY MAYOR, CITY COUNCIL AND/OR CITY MANAGER -- THE PUBLIC BODY DOES NOT PROPOSE, DISCUSS, DELIBERATE OR TAKE LEGAL ACTION ON ANY MATTER BROUGHT UP DURING THIS SUMMARY UNLESS THE SPECIFIC MATTER IS PROPERLY NOTICED FOR LEGAL ACTION.
- V. PRESENTATIONS
 - 10 minutes INFORMATION REGARDING "BIKE-TO-WORK WEEK" EVENTS WILL BE PRESENTED.
- VI. CALL TO THE PUBLIC--This portion of the agenda is set aside for the public to address the Council regarding an item that is not listed on the agenda for discussion. However, the Council cannot engage in discussion regarding any item that is not officially listed on the agenda for discussion and/or action (A.R.S. §38-431.02(H).) Comments are limited to a 5 minute time period.
- VII. APPROVAL OF MINUTES
 - REGULAR MEETING OF APRIL 4, 2017
 - Comments regarding items listed on the agenda are limited to a 5 minute time period per speaker.***
- VIII. UNFINISHED BUSINESS
 - 10 minutes 1. RESOLUTION NUMBER 2889 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA STATE PARKS AND TRAILS (FORMERLY ARIZONA STATE PARKS) FOR THE TRANSFER OF A WASTEWATER LIFT STATION, DEDICATION OF A PERMANENT PUBLIC UTILITY EASEMENT, AND OTHER MATTERS
 - 15 minutes 2. AWARD OF CONTRACT FOR VEHICLE MAINTENANCE AND REPAIR SERVICES TO REESE & SONS TIRE & AUTOMOTIVE, INC.
- IX. CONSENT AGENDA--The following items are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a citizen

so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. RESOLUTION NUMBERS 2884-2887, APPROVING INTERGOVERNMENTAL AGREEMENTS WITH SEDONA FIRE DISTRICT, VERDE VALLEY FIRE DISTRICT, COPPER CANYON FIRE AND MEDICAL AUTHORITY, AND THE TOWN OF JEROME FOR EMERGENCY DISPATCHING SERVICES; AND APPROVING AN EMERGENCY DISPATCH SERVICES AGREEMENT WITH THE VERDE VALLEY AMBULANCE COMPANY .
2. RESOLUTION NUMBER 2890 - MINGUS AVENUE RIGHT-OF-WAY DEDICATION

X. NEW BUSINESS—The following items are for Council discussion, consideration, and possible legal action.

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|------------|--|
| 5 minutes | 1. AWARD OF BID AND APPROVAL OF AGREEMENT WITH KINKAID CIVIL CONSTRUCTION FOR THE MINGUS AVENUE WATERLINE REPLACEMENT PROJECT. |
| 10 minutes | 2. AWARD OF CONTRACT FOR COTTONWOOD STREET SIDEWALK IMPROVEMENTS |
| 15 minutes | 3. AGREEMENT WITH JEROME PROPERTIES LLC FOR THE ABANDONMENT OF A PORTION OF CITY RIGHT-OF-WAY ON PIMA STREET IN EXCHANGE FOR THE CONSTRUCTION AND DEDICATION OF ADDITIONAL PUBLIC PARKING AND OTHER CONSIDERATION |
| 30 minutes | 4. RESOLUTION NUMBER 2888--DISCUSSION, CONSIDERATION, AND POSSIBLE LEGAL ACTION TO RE-APPOINT PRESIDING CITY MAGISTRATE A. DOUGLAS LASOTA TO A NEW TWO-YEAR TERM COMMENCING ON APRIL 13, 2015. PURSUANT TO A.R.S. §38-431.03.(A)(1) THE COUNCIL MAY VOTE TO CONVENE INTO EXECUTIVE SESSION TO DISCUSS THIS MATTER, SUBJECT TO THE MAGISTRATE'S RIGHT TO REQUIRE THE COUNCIL TO DISCUSS THIS MATTER IN OPEN SESSION, AND PROVIDED THAT NO LEGAL ACTION MAY BE TAKEN IN EXECUTIVE SESSION. |

XI. CLAIMS AND ADJUSTMENTS

XII. ADJOURNMENT

Pursuant to A.R.S. 38-431.03.(A) the Council may vote to go into executive session on any agenda item pursuant to A.R.S. 38-431.03.(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

The Cottonwood Council Chambers is accessible to the disabled in accordance with Federal

"504" and "ADA" laws. Those with needs for special typeface print or hearing devices may request these from the City Clerk (TDD 634-5526.) All requests must be made 24 hours prior to the meeting.

Members of the City Council will attend either in person or by telephone conference call.

Notice is hereby given that pursuant to A.R.S. 1-602.A.9 , subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. 1-602.A.9 have been waived.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, HELD APRIL 4, 2017, AT 6:00 P.M., AT THE COUNCIL CHAMBERS BUILDING, 826 NORTH MAIN STREET, COTTONWOOD, ARIZONA.

Mayor Elinski called the meeting to order at 6:00 p.m. Roll call was taken as follows:

COUNCIL MEMBERS PRESENT

Tim Elinski, Mayor
Ruben Jauregui, Vice Mayor
Kyla Allen, Council Member
Deb Althouse, Council Member
Tosca Henry, Council Member
Linda Norman, Council Member
Karen Pfeifer, Council Member

STAFF MEMBERS PRESENT

Doug Bartosh, City Manager
Matthew McLean, Deputy Clerk
Steve Horton, City Attorney
Rudy Rodriguez, Administrative Services General Manager
Berrin Nejad, Community Development Manager
Amanda Wilber, Human Resources Manager
Douglas LaSota, City Magistrate
Ryan Bigelow, Recreation Services Supervisor

PLEDGE OF ALLEGIANCE

Mayor Elinski led the pledge of allegiance.

SUMMARY OF CURRENT EVENTS

The council and staff announced past and current events that they attended.

CALL TO THE PUBLIC

John Mitchell, from Cottonwood, commended four of the council members for responding to him, and stated he used to sit on a council in a city about this size and he always responded to people if they asked him a question. To him the council has a responsibility and he deserves a little bit of respect. The public needs to be aware of the spiraling out of control debt and the unfunded local pension obligations.

APPROVAL OF MINUTES OF REGULAR MEETING OF MARCH 7 AND 21, 2017

Mayor Elinski moved to approve the minutes. The motion was seconded by Council Member Pfeifer, and carried unanimously.

CONSENT AGENDA

RESOLUTION NUMBER 2876--APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR THE COUNTY TO PARTICIPATE IN COTTONWOOD'S COMMUNITY CLEANUP EVENT SCHEDULED FOR APRIL 29, 2017

RESOLUTION NUMBER 2864--AUTHORIZING THE SUBMISSION OF A GRANT PROPOSAL IN CONNECTION WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) FISCAL YEAR 2018 FUNDING CYCLE FOR SELECTIVE TRAFFIC ENFORCEMENT PATROL OVERTIME COSTS

Council Member Pfeifer moved to approve the consent agenda. The motion was seconded by Council Member Norman, and carried unanimously.

Mayor Elinski requested the Deputy Clerk read Resolution Numbers 2876 and 2864 by title only.

RESOLUTION NUMBER 2876

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR THE COUNTY TO PARTICIPATE IN COTTONWOOD'S COMMUNITY CLEANUP EVENT.

RESOLUTION NUMBER 2864

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT PROPOSAL IN CONNECTION WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) FISCAL YEAR 2018 FUNDING CYCLE FOR SELECTIVE TRAFFIC ENFORCEMENT PATROL OVERTIME COSTS.

NEW BUSINESS

RESOLUTION NUMBER 2867--APPOINTING A MEMBER TO THE PARKS AND RECREATION COMMISSION

Mr. Faust stated there are two open positions on the Parks and Recreation Commission, and they received one application from Monica Jacobs.

Council Member Allen moved to approve Resolution Number 2867 appointing Monica Jacobs to the city's Parks and Recreation Commission for a term expiring April 4, 2020. The motion was seconded by Council Member Pfeifer, and carried unanimously.

Mayor Elinski requested the Deputy Clerk read Resolution Number 2867 by title only.

RESOLUTION NUMBER 2867

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING MONICA JACOBS A MEMBER OF THE CITY OF COTTONWOOD PARKS AND RECREATION COMMISSION AND ESTABLISHING HER TERM OF OFFICE.

RESOLUTION NUMBERS 2868, 2869, AND 2870, APPOINTING MEMBERS TO THE PLANNING AND ZONING COMMISSION

Ms. Nejad stated there are three open positions on the Planning and Zoning Commission, and six candidates applied.

Mayor Elinski stated we had more applicants than seats available, and the council created a new process for appointing members to these commissions. There was a public interview process and there is a selection committee that score the applicants on a blind matrix. Based off that it looks like the three highest ranked applicants would be Judd Wasden, Ed Kiyler, and Thomas Narwid.

Council Member Althouse asked if one of these three meet the design qualification needed to serve on the Planning and Zoning Commission.

Ms. Nejad stated we already have those two; one architect and one interior designer, so these new members don't need to meet that qualification.

Council Member Althouse stated at the last meeting Ms. Nejad stated they only had one of the two.

Ms. Nejad stated Commissioner Hart is the architect, and Commissioner Poslaiko is an interior designer.

Mayor Elinski moved to approve Resolution Number 2868 appointing Judd Wasden as a member of the Planning and Zoning Commission for a three year term that expires March 22, 2020. The motion was seconded by Vice Mayor Jauregui, and carried unanimously.

Council Member Allen moved to approve Resolution Number 286g appointing Ed Kiyler as a member of the Planning and Zoning Commission for a three year term that expires March 22, 2020. The motion was seconded by Council Member Norman, and carried unanimously.

Council Member Pfeifer moved to approve Resolution Number 2870 appointing Thomas Narwid as a member of the Planning and Zoning Commission. The motion was seconded by Mayor Elinski, and carried unanimously.

Mayor Elinski requested the Deputy Clerk read Resolution Numbers 2868, 2869, and 2870 by title only.

RESOLUTION NUMBER 2868

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPOINTING JUDD WASDEN A MEMBER OF THE PLANNING AND ZONING COMMISSION AND ESTABLISHING HIS TERM OF OFFICE

RESOLUTION NUMBER 2869

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPOINTING ED KIYLER A MEMBER OF THE PLANNING AND ZONING COMMISSION AND ESTABLISHING HIS TERM OF OFFICE.

RESOLUTION NUMBER 2870

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPOINTING THOMAS NARWID A MEMBER OF THE PLANNING AND ZONING COMMISSION AND ESTABLISHING HIS TERM OF OFFICE.

INTERVIEW OF APPLICANTS FOR THE PERSONNEL BOARD CITIZENS AT LARGE MEMBERS.

Mayor Elinski stated Steve Dockray and Ed Kiyler are not in attendance, and asked the council how they would like to proceed.

Council Member Althouse stated we can't interview them if they are not here, so we have to decide if that is zeros or reschedule, which isn't fair to the people that showed up.

Ms. Wilber stated as far as she knows, Iris Dobler did notify all the applicants about the interview, however, Ms. Wilber did not sent out any reminders.

Mayor Elinski asked if we received confirmation that they would be attending.

Ms. Wilber stated she is not 100 percent sure on that.

Council Member Althouse asked if we could interview the two applicants that are present, and have the other two be interviewed at the next work session.

The council agreed.

Council Member Norman stepped down from the dais. (Due to her being the council representative on the application review committee.)

The council interviewed Helaine Kurot and Paul Anderson for the Personnel Board.

RESOLUTION NUMBER 2795--APPOINTING ANNA KREMER AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE

Judge LaSota stated he is asking for Anna Kremer to be reappointed as an associate city magistrate. She has been with the court since 2009 as a clerk, and she attended the new judge orientation school in 2015, and was appointed as an associate city magistrate in 2015.

Council Member Althouse moved to approve Resolution Number 2795 appointing Anna Kremer as an associate city magistrate. The motion was seconded by Council Member Allen, and carried unanimously.

Mayor Elinski requested the Deputy Clerk read Resolution Number 2795 by title only.

RESOLUTION NUMBER 2795

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING ANNA KERMER AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE.

RESOLUTION NUMBER 2879--APPOINTING JANIE RANDALL AS AN ASSOCIATE MAGISTRATE FOR A TWO-YEAR TERM

Judge LaSota stated all three of our associate magistrates save the city substantial sums of money from what it used to cost before for pro tem. For fiscal year 2016 we had zero pro tem costs that we had to pay. Currently in fiscal year 2017 we have had zero pro tem cost that we had to pay. It was mainly due to Anna Kremer, Janie Randel and Lynn Riordian who have covered in his absence. Janie Randall has been with us as a court administrator since 2009, and

in 2010 she attended new judge orientation school and was appointed as an associate magistrate in 2010.

Mayor Elinski moved to approve Resolution Number 2879 reappointing Janie Randall as an associate magistrate for a two year term effective May 7, 2017. The motion was seconded by Council Member Norman, and carried unanimously.

Mayor Elinski requested the Deputy Clerk read Resolution Number 2879 by title only.

RESOLUTION NUMBER 2879

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, REAPPOINTING JANIE B. RANDALL AS AN ASSOCIATE CITY MAGISTRATE AND ESTABLISHING HER TERM OF OFFICE.

RESOLUTION NUMBER 2877--APPOINTING MARY E. HAMM AS AN ASSOCIATE MAGISTRATE

Judge LaSota requested Mary Hamm be reappointed as a pro tem, and stated she is outside of our court system. She has had three, two year terms serving this court. Even though we have a number of associate magistrates, we need to have a couple of outsiders in case we have any conflicts. We haven't had to use her for a couple of years.

Mayor Elinski asked if there was a difference between pro tem and associate magistrate.

Judge LaSota stated the pro tem are normally attorneys and work outside the court system. Associate magistrates are ones that work within the court system. The item should be to appoint Mary Hamm as a pro tem.

Mr. Horton stated these are temporary appointees who we pay on a per diem basis.

Judge LaSota stated her rate is \$50 per hour.

Council Member Althouse asked if we had to use her in the last couple of years.

Judge LaSota stated we haven't used her in the last couple years. The last time we used her was in 2015.

Council Member Henry stated so we have four available judges right now.

Judge LaSota stated yes, and we also have a civil traffic hearing officer. There are three that are associate magistrates, a civil traffic hearing officer, and two pro tems.

Mr. Horton stated the first four the Judge mentioned are court employees working under the supervision of the presiding magistrate.

Council Member Henry stated our city court system appears to challenge our county court system with the number of judges that we currently have available, and doesn't think we have the current case load to accommodate them. She understands when there is a conflict and need for recusal, but where we haven't used her for several years she isn't sure we need to appoint Mary Hamm. The other question is did we advertise this position.

Judge LaSota stated we haven't since we haven't needed to for the last couple of years. We assumed it wouldn't be an issue for another term.

Council Member Henry asked if Paul Julian is available on occasion as well.

Judge LaSota stated he has to come up from Phoenix and we have to line him up in advance. In the past we have used him when Judge LaSota attended conferences, and we only have to pay him his travel costs up and back.

Council Member Henry asked if Ms. Hamm charges a transportation cost from Prescott.

Judge LaSota stated it is just the \$50 an hour when she is here in court. It is rare that the pro tems are going to be used that much, but it is important to have since we don't have to continue cases.

Council Member Henry stated she applauds Judge LaSota having our court employees serve as judges as needed, but Ms. Hamm is not a current court employee and she isn't available.

Judge LaSota stated if one of the council members got a traffic ticket, it wouldn't be fair for one of the court employees to hear the case since the council decides the employees' salary. A pro tem could step in. We aren't going to use her regularly, but in the odd case we may need her, we have her appointed and we can bring her in.

Council Member Henry stated we have a number of appointments, and we have heard that we don't have the case load for this pro tem. Also, she has concerns where we have successive reappointments with someone who has served for eight years. She questioned when this position was last sent out for applications. There are other jurisdictions that have volunteer pro tem Judges.

Mayor Elinski stated he doesn't have a problem with appointing the position, but he thinks out of principal he would get on board with the fact we didn't go out and seek other applicants since we do that with every other opening.

Council Member Henry asked if this has ever been advertised as a volunteer position within the city.

Judge LaSota stated not as a volunteer. The pro tems have to be an attorney, and the other thing is there are so few attorneys in town, most of them have had to appear before the court. He thinks the better practice is to have it where there was no claim of favoritism for someone that appears before him or one of the other judges.

Mayor Elinski asked the council how they felt.

Council Member Allen stated we can open it back up.

Vice Mayor Jauregui stated the appointment is only for two years, and maybe two years from now we can advertise at that point.

Council Member Althouse stated she agrees with Vice Mayor Jauregui. She has been doing it for this long, she has the training, and we don't use her that often.

Council Member Norman stated she feels the same way. At least she is there if they need her.

Council Member Pfeifer stated the court has been running so smooth, she would hate to rock that boat, but maybe in two years we might consider going out for a bid.

Judge LaSota stated another factor is if we had to get somebody different we might have to send them to new judge orientation school which is three weeks down in Phoenix, including hotel rooms and travel costs. There are only a couple pro tem judges that are available in Yavapai County.

Council Member Althouse moved to approve Resolution Number 2877 reappointing Mary E. Hamm as pro tem for a period of two years starting April 18, 2017, at the rate of \$50 per hour. The motion was seconded by Council Member Norman, and carried with dissenting votes by Mayor Elinski and Council Member Henry.

Mayor Elinski stated he feels like we should have limits to this position and open it up to other applicants.

Mayor Elinski requested the Deputy Clerk read Resolution Number 2877 by title only.

RESOLUTION NUMBER 2877

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING MARY E. HAMM AS A JUDGE PRO TEM AND ESTABLISHING HER TERM OF OFFICE.

AUTHORIZATION TO APPLY FOR A RIGHT-OF-WAY PERMIT TO USE COUNTY-RIGHT-OF-WAY FOR THE 2017 BRIAN MICKELSEN MEMORIAL MARATHON.

Mr. Bigelow stated in the marathon we include about a mile of Yavapai County property. In 2013 we had a volunteer sustain an injury while manning a water station. Since then the county has requested a more thorough right-of-way permit. This right-of-way permit indemnifies and hold harmless Yavapai County. We provide Yavapai County with a certificate of insurance, which we have already done, and they required it 30 days prior to the event, after which they provide a right-of-way permit to approve and sign.

Mayor Elinski asked how much we are opening ourselves to exposure.

Mr. Horton stated the county is asking for a greater indemnity than we and our carrier is appropriate we would give, but this is a take it or leave it proposition.

Council Member Allen moved to authorize the city manager to execute the application for a right-of-way permit for Yavapai County for the Brian Mickelsen Memorial Marathon. The motion was seconded by Council Member Pfeifer, and carried unanimously.

CLAIMS/ADJUSTMENTS

Council Member Norman moved to pay the claims and adjustments. The motion was seconded by Council Member Pfeifer, and carried unanimously.

ADJOURNMENT

Council Member Allen moved to adjourn. The motion was seconded by Council Member Althouse, and carried. The work session adjourned at 7:00 p.m.

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting Date:	May 2, 2017
Subject:	Resolution 2889 - IGA with Arizona State Parks and Trails (Dead Horse Ranch State Park Water and Wastewater System Operation and Maintenance; Permanent Public Utility Easement; and Street Sweeping)
Department:	Utility Services
From:	Roger Biggs - Utility Department

REQUESTED ACTION

Adoption of Resolution 2889, approving a proposed Intergovernmental Agreement with Arizona State Parks and Trails (ASPT) to transfer ownership of Dead Horse Ranch State Park's main wastewater lift station to the City; to provide a permanent public utility easement; to continue the City's assistance with the maintenance and operation of the park's potable water and wastewater collection systems; and to provide for occasional sweeping of the park's roads.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to adopt Resolution 2889, approving the proposed Intergovernmental Agreement with Arizona State Parks and Trails.

BACKGROUND

In 2011, ASPT and City of Cottonwood entered into an IGA which provided for City assistance with the operation of Dead Horse Ranch State Park's (DHRSP) potable water and wastewater systems, which has now expired. On October 20, 2015 Council approved Resolution 2815 renewing the IGA for an additional 10 years. This resolution permitted the City of Cottonwood to continue to assist DHRSP with the operations of their water and wastewater systems. However, to facilitate potential commercial development, the City wishes to extend sewer service to areas adjacent to but outside the park boundaries, and this requires a permanent easement in order to provide assurance to future customers that the City will be able to provide wastewater collection and treatment service on a continuing basis. The City entered into discussions with ASP requesting the ability to connect an additional sewer main to the lift station located adjacent to the Park entrance. Following extensive negotiations, reviews, and approvals by the ASPT staff, leadership and board; the Arizona Attorney General's office; and the Arizona Joint Legislative Committee on Capital Review, the attached proposed IGA transferring ownership of the park's main lift station and downstream piping to the City; providing the City with a permanent utility easement; and providing for the City's continued operation of the park's water and wastewater systems and the occasional sweeping of the parks streets is brought before Council for consideration and approval.

JUSTIFICATION/BENEFITS/ISSUES

The positive working relationship between Dead Horse Ranch State Park and the City has been and continues to be mutually beneficial. ASPT permission allowing the City to utilize the park's lift station to extend the City's sewer service area benefits potential commercial customers as well as the City. Actual costs associated with connection to the Park's lift station would be paid by the customers requesting connection. Utility Department staff time is projected to remain at approximately 25 hours/month for system monitoring, maintenance or assistance. Per the agreement, the Utility Department will be responsible for costs associated with repairs, upgrades or increased electrical usage required by any new

connections. Projected near term improvements are expected to be limited to minor electrical upgrades related to employee safety and access, and changes required to maintain compatibility with the other existing lift stations. Costs will be offset by user fees paid by additional sewer customers.

COST/FUNDING SOURCE

Utility Department Operations and Maintenance funds.

ATTACHMENTS:

File Name	Description	Type
res2889.doc	Resolution Number 2889	Cover Memo
PR16-020_Cottonwood_Parks_IGA_for_Water_Wastewater_at_Dead_Horse_(FINAL).pdf	IGA	Backup Material
Agenda_Meeting(4)_4.pdf	Resolution 2815 CC minutes	Backup Material
Lift_Station.pdf	Lift Station Photo	Cover Memo
JCCR_Motion_re_City_of_Cottonwood_Easement_Agreement_(12-14-16).pdf	JCCR Motion	Backup Material
PHX-#5056276-v1-Parks--Public_Utility_Easement_for_City_of_Cottonwood.pdf	PUE	Backup Material
Easement_exhibit.pdf	Easement exhibit	Backup Material

RESOLUTION NUMBER 2889

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE PARKS BOARD, TO OPERATE AND MAINTAIN THE DEAD HORSE RANCH STATE PARK POTABLE WATER AND WASTEWATER COLLECTIONS SYSTEMS AND TO ALLOW THE CITY TO UTILIZE THE PARK'S LIFT STATION TO EXPAND AND IMPROVE THE CITY'S WASTEWATER COLLECTION AND TREATMENT CAPABILITIES.

WHEREAS, the Arizona State Parks Board has determined that it would be in the best interests of the State and the public for the City to operate the potable water and wastewater collection systems at Dead Horse Ranch State Park (the "Park"); and

WHEREAS, the Cottonwood City Council has determined that it would be in the best interests of the City and its residents for the City to be able to use the Park's wastewater collection system and lift station for additional municipal customers; and

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 11-952.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Arizona State Parks Board for the City to operate Dead Horse Ranch State Parks' potable water and wastewater collection systems, and for the City to utilize the Park's collection system and lift station is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF MAY 2017.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks & Trails
And
City of Cottonwood

ASPT No.: PR17-108

CITY Ref No.

Re: Potable Water and
Wastewater Systems at
Dead Horse Ranch State Park

ASPT Issued:
4/27/2017

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I. PURPOSE

The Arizona State Parks Board ("BOARD"), DBA Arizona State Parks & Trails ("ASPT"), has requested the City of Cottonwood ("CITY") assist them with the operation of the potable water and wastewater collection systems at Dead Horse Ranch State Park ("PARK"), and CITY has requested to use ASPT's wastewater collection system for additional municipal customers.

II. PARTIES TO THIS AGREEMENT

This Intergovernmental Agreement ("AGREEMENT") is made and entered into between the following parties:

1. Arizona State Parks & Trails or ASPT, acting for and on behalf of Arizona State Parks Board or BOARD;
2. City of Cottonwood or CITY, on behalf of the Utilities Department; and
3. Together, these entities shall be identified as "PARTY" or "PARTIES".

III. AUTHORITY

A. General:

A.R.S. § 11-952 authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.

B. Specific:

1. BOARD authorities:
 - a. A.R.S. § 41-511.04(A)(2). Manage, develop and operate state parks, monuments or trails established or acquired pursuant to law, or previously granted to the state for park or recreation purposes, except those falling under the jurisdiction of other state agencies as established by law.
 - b. A.R.S. § 41-511.04(D)(6). Enter into agreements with the United States, other states or local governmental units, private societies or persons for the development and protection of state parks, monuments and trails.
 - c. A.R.S. § 41-511.05(2). Make such contracts, leases and agreements and incur such obligations as are reasonably necessary or desirable within the general scope of its activities and operations to enable it to perform adequately its duties.
 - d. A.R.S. § 41-511.05(5). Construct at state parks and monuments necessary sanitary and other facilities including picnic tables, fireplaces, campsites, service buildings and maintenance shops, and contract with private persons for the

INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks & Trails
And
City of Cottonwood

ASPT No.: PR17-108

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ASPT Issued:
4/27/2017

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construction and operation of cabins, hotels and restaurants, and like establishments.

2. CITY authorities:

- a. A.R.S. § 9-494 authorizes the CITY to establish and maintain public parks and to acquire, hold and improve real property for that purpose.
- b. A.R.S. § 9-240.B(6) authorizes the CITY to provide water services.
- c. A.R.S. § 9-511 authorizes the CITY to engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation.

IV. RECITALS

- A. **WHEREAS**, ASPT owns the potable water system and wastewater/sewage system at the PARK, including all lift stations and all mains and appurtenances on PARK property that run to the CITY's sewer main line located on 10th Street; and
- B. **WHEREAS**, the CITY would like to add additional municipal customers to the PARK wastewater/sewage system by joining additional lines that will utilize the PARK's last lift station nearest the CITY's main line; and
- C. **WHEREAS**, an IGA signed March 23, 2011, that has formally expired, addressed PARTIES' cooperation for operating and maintaining the potable water and wastewater/sewage systems;

NOW, THEREFORE, the PARTIES agree as follows:

V. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

ASPT will benefit and has an interest in the CITY operating and maintaining the PARK potable water system and wastewater/sewage system, and the CITY will benefit and has an interest in utilizing the wastewater/sewage system and last lift station for additional municipal sewage.

VI. RESPONSIBILITIES

- A. ASPT shall:
 1. Retain ownership of all land underneath any water or sewage system.
 2. Cede ownership of last lift station and downstream appurtenances to CITY.
 3. Not be inhibited from making additional system connections from within the PARK, either by utilizing existing facilities or by new development.

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4. Notify the Wastewater Department if ASPT becomes aware the alarm beacon is triggered, or if ASPT becomes aware of any other problems, malfunctions or overflows.
5. Install a separate electric meter at the last lift station, and coordinate with the CITY for the CITY to pay electric utility bills for the last lift station once the CITY has added municipal customers to the wastewater system.
6. Be responsible for funding repairs and upgrades to the potable water system and all components. Prior approval is required by ASPT Development Section for all repairs and upgrades.
7. Be responsible for funding repairs and upgrades to the wastewater/sewage system and lift stations, until the CITY begins construction of any type to connect municipal sewage customers to utilize the last lift station. When the CITY begins construction, the CITY will be responsible for all repairs and upgrades, from the point of additional connections to the CITY-owned sewer line, including the last PARK lift station and outflow lines. Prior approval is required by ASPT Development Section for all repairs and upgrades.

B. CITY shall:

1. Take over ownership of last downstream lift station on Park property, and all downstream appurtenances, as well as any new connections to said lift station.
2. Assume full responsibility for all maintenance, repairs, and operations of the wastewater collection system and sewage lift station, from the last downstream lift station on Park property, and all downstream appurtenances.
3. Continue with ordinary maintenance and operation of potable water and sewage/wastewater systems, including, but not limited to:
 - a. Provide daily inspection and complete logs for the potable water system and the main wastewater lift station.
 - b. Collect and analyze routine bacteriological samples.
 - c. Maintain, recharge, and operate the chlorine disinfection equipment for the potable water system.
 - d. Provide technical assistance and advice to the ASPT and PARK staff.
 - e. Complete reports and correspondence required by regulatory agencies having jurisdiction over the potable water and wastewater collection systems.
 - f. Check routine grinder pump operation and electrical component performance.
4. Upon construction, CITY will also:
 - a. Receive and pay electric utility bills for the last lift station once municipal customers have been added to the wastewater system.

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- b. Replace and/or repair last sewage lift station pumps, controls, flow meters, force main and sleeve, and hardware, as required.
- c. Be responsible for site maintenance at last lift station, including fencing, access hatches, electrical panels, lighting, and weed abatement.
- d. Pay any upgrade to the last lift station, in the event that the combined use should exceed that lift station's capacity in the future.
- e. Leave the road in "as good or better condition" after any additional sewer lines are buried and connected and after any additional construction.
- f. Follow all applicable laws during construction and during future modifications and/or repairs. (i.e., Antiquities Act; Historic Preservation Act).
5. Furnish to ASPT any and all drawings, details and specifications as appropriate to identify the land to be entered, proposed access routes, proposed vegetation pruning or removal, the location and construction methods for any proposed work, and complete site restoration plan.
6. Maintain street sweeping responsibilities for the roads at the Park, as agreed to by the Parties.

C. SHARED RESPONSIBILITIES: Both ASPT and CITY agree:

1. This AGREEMENT replaces any existing agreements between ASPT and the CITY regarding potable water or wastewater systems operations assistance within ASPT boundaries.
2. PARTIES acknowledge that a perpetual Public Utilities Easement will be granted from ASPT to the CITY to allow for construction and access consistent with this AGREEMENT.
3. CONSTRUCTION IMPROVEMENTS: The CITY and ASPT recognize that some of the facilities described in this IGA may be in need of maintenance, repair or replacement. A list of potential construction improvements or repairs will be developed. Construction improvement projects also include any construction, renovation, repair or replacement of any facilities at PARK that are part of the facilities described herein, as deemed necessary to operate the PARK by ASPT's Chief of Development.
 - a. The CITY shall provide project management services to complete design of construction improvement projects agreed to by the PARTIES. All improvement projects shall be consistent with the Revised Plan of Development for the PARK. All construction improvement projects on the PARK shall be contracted and procured by the CITY in conformance with current CITY procedures. All construction must comply with the Arizona Registrar of Contractors Statutes and Rules.

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- b. The CITY shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for any construction improvement projects, and shall provide this scope of work, including the plans and specifications, to ASPT's Chief of Development.
- c. Prior to beginning any construction, the CITY shall receive written approval of said Scope of Work and plans and specifications, from ASPT's Chief of Development. This approval is for scope, type, quantity and location only. The CITY is responsible for design and code compliance including the requirements of the State Fire Marshall. The Chief of Development shall have adequate time to review, for approval, all required documents submitted by the CITY. Upon completion of each project, the CITY shall submit to the Chief of Development, a sealed copy of AS-BUILT DRAWINGS on CD or DVD media.
- d. The CITY shall obtain all necessary permits, concurrences and authorizations, required. Copies of all permits, concurrences and authorizations shall be submitted to ASPT's Chief of Development with a detailed schedule of progress for said project(s).
- e. Any repairs to historic buildings that affect building materials or character-defining elements shall be discussed with ASPT's Chief of Development to ascertain whether or not the repair shall require review and approval of the State Historic Preservation Office (SHPO).
- f. All previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans that have been completed for the ASPT or SHPO shall be used as a basis for repairs, improvements or construction improvement projects.
- g. All improvements, repairs and installations to historic buildings shall meet the Secretary of the Interior's Standards for historic structures. ASPT's Chief of Development will consider all improvements, repairs and installations complete upon his final approval.
- h. Permanent structures constructed on the PARK shall become the property of ASPT upon the expiration or termination of this IGA.



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VII. CONTACTS, NOTICES, PAYMENT, REPORTS, AND CORRESPONDENCE

PROGRAM ADMINISTRATOR

Jim Keegan
Deputy Director
Arizona State Parks & Trails
23751 N. 23rd Avenue, Suite 190
Phoenix, AZ 85085
Phone: 602-542-6920
Fax: 602-542-4180
Email: jkeegan@azstateparks.gov

Contract Administration

City of Cottonwood
111 N. Main Street
Cottonwood, AZ 86326
Phone: 928-634-01860
Email: rbiggs@cottonwoodaz.gov

CONTRACT ADMINISTRATOR

Keith Chamberlain
Partnering Coordinator
Arizona State Parks & Trails
23751 N. 23rd Avenue, Suite 190
Phoenix, AZ 85085
Phone: 602-542-6936
Fax: 602-542-4180
Email: kchamberlain@azstateparks.gov

VIII. FINANCE

- A. This IGA does not provide for the transfer of funds between the CITY and ASPT.
- B. Nothing herein shall be construed as obligating either party to expend funds in excess of appropriations authorized by law and administratively allocated to this program as set forth in this AGREEMENT.

IX. DURATION

This AGREEMENT is entered into and is effective as of the date of last signature to this AGREEMENT and continues perpetually.



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X. IT IS MUTUALLY UNDERSTOOD THAT

- A. The PARTIES recognize and encourage a continued commitment to the enhancement and protection of the natural resources of the State of Arizona as well as the goals of public recreation.
- B. This AGREEMENT establishes an enduring basis for cooperation and assistance between the PARTIES to achieve common statewide goals and objectives that are sensitive to our natural resources.

XI. GENERAL TERMS AND CONDITIONS

- A. Arizona Law: The law of Arizona applies to this AGREEMENT including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- B. Arbitration: The PARTIES to this AGREEMENT agree to resolve all disputes arising out of or relating to this AGREEMENT 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).
- C. Amendment: The terms, conditions and representations of the PARTIES contained in this AGREEMENT may not be orally amended, modified or altered. Any amendment or modification of this Agreement must be in writing and effective only after the authorized signature of both PARTIES. Amendments must be approved with the same formality as with this AGREEMENT.
- D. Default: In the event that either party is in default of its obligations under this AGREEMENT, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other party to this AGREEMENT (in addition to any other remedies existing at law or in equity) may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this AGREEMENT.
- E. Governor's Cancellation: All Parties are put on notice that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, Conflict of Interest.
- F. Indemnification:
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. ASPT, is self-insured per A.R.S. § 41-621.

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In addition, should the CITY utilize a contractor(s) and subcontractor(s) the indemnification clause between the CITY and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the CITY and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

- G. Limitations: Nothing in this AGREEMENT shall be construed as limiting or expanding the statutory responsibilities of the PARTIES.
- H. Non-Availability of Funds: Every payment obligation of the STATE under this AGREEMENT is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the STATE in the event this provision is exercised, and the STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- I. 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.
- J. Other provision: This AGREEMENT constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior agreement and understandings related to such subject matter.

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- K. Records and Audit: Under A.R.S. §35-214 and A.R.S. §35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("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 and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- L. Relationship of Parties: No partnership, joint venture or other business relationship is established among the PARTIES to this AGREEMENT. Except as expressly provided in this AGREEMENT, no PARTY is liable for any acts, omissions or negligence on the part of any other PARTY or the other PARTY's employees, agents, independent contractors, or successors-in-interest resulting in either personal injury, economic loss, or property damage to any individual or entity.
- M. Severability: The provisions of this AGREEMENT are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the AGREEMENT.
- N. Successors and Assigns: This AGREEMENT will be binding upon the PARTIES and upon their successors. Neither PARTY may assign its rights or obligations under this AGREEMENT without the prior written consent of the PARTIES hereto, and any purported assignment without such consent shall be void and of no effect.
- O. Termination: This AGREEMENT may be terminated at any time by mutual consent of all PARTIES or can be terminated by either PARTY by giving (60) days written notice to the other PARTY.
- P. Illegal Immigration: The PARTIES agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," and A.R.S. § 41-4401, the provisions of which are hereby incorporated by reference.
- Q. Insurance Requirements for any Contractors used by a PARTY to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement or as may be stated in each respective contract or subcontract with Contractors. Neither PARTY warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.
 - a. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- (1) The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

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

- (2) The policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) shall also require that the policy shall contain a waiver of subrogation against them, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.)

b. Automobile Liability

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

Combined Single Limit (“CSL”) \$1,000,000

- (1) The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

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

c. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

- (1) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- (2) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contract) form.

2. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Agreement.
- b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) PARTIES to the AGREEMENT.

3. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the STATE and CITY. Such notice shall be sent directly to the PARTIES at the addresses provided in Section VI – Contacts of this Agreement, and shall be sent by certified mail, return receipt requested.

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4. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. Neither PARTY in this AGREEMENT warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 5. Verification of Coverage: Contractor shall furnish both PARTIES to this AGREEMENT with Certificates of Insurance (ACORD form or equivalent approved by the STATE as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the PARTIES of this AGREEMENT before work commences. Each insurance policy required by this AGREEMENT must be in effect at or prior to commencement of work under this AGREEMENT and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this AGREEMENT, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this AGREEMENT shall be sent directly to the PARTIES at the addresses provided in Section VI – Contacts of this Agreement. The STATE and CITY project/contract number and project description are to be noted on the certificate of insurance. Both PARTIES to this AGREEMENT reserve the right to require complete, certified copies of insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
 6. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the PARTIES separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
 7. Approval: Any modification or variation from the insurance requirements in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Section and the CITY's Risk Management Department, whose decisions shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
 8. 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 or evidence of membership in the Arizona Municipal Risk Retention Pool ("AMRRP"). If the contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university or a City agency, board, or commission, then none of the above shall apply.
- R. Compliance: All work done pursuant to this Agreement must be in compliance with all applicable state and federal laws and regulations.



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S. Subcontracts:

1. Subcontracts awarded to accomplish approved project work shall incorporate, by reference, in each subcontract the provisions of this AGREEMENT. The CITY recognizes that subcontract as stated in this section is any contract or agreement that we enter into as a result of funds received under this AGREEMENT. The CITY shall bear full responsibility for acceptable performance subject to the limitations of this AGREEMENT, including General Terms and Conditions, Section F – Indemnification.
2. The CITY shall pay any claim of a subcontractor or other employed individual performing work on this project for services pursuant to this AGREEMENT when due. If the CITY is subject to A.R.S. § 34-221, payment is due when required pursuant to A.R.S. § 34-221.
3. Any personal services contract for employment by the CITY shall be in writing and shall contain a provision whereby a person so employed or with whom a subcontract has been entered, acknowledges that the State of Arizona and ASPT shall not be liable for any costs, claims, damages, reimbursement, or payment of any kind relating to such subcontract.

XII. SIGNATURE AUTHORITY

- A. By signing below, the signer certifies that he or she has the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- B. All PARTIES to this AGREEMENT acknowledge that signatures by electronic means are acceptable and legally binding.
- C. This IGA may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

 <p>Arizona State Parks & Trails 23751 N. 23rd Ave., Ste 190 Phoenix, AZ 85085</p>	<p align="center">INTERGOVERNMENTAL AGREEMENT</p> <p align="center">Between Arizona State Parks & Trails And City of Cottonwood</p>	ASPT No.: PR17-108	
		CITY Ref No.	
		Re: Potable Water and Wastewater Systems at Dead Horse Ranch State Park	
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RESERVED FOR ARIZONA STATE PARKS & TRAILS		RESERVED FOR CITY OF COTTONWOOD	
Signature Sue Black, Executive Director	Date	Signature _____, Mayor	Date
Typed Name and Title Arizona State Parks & Trails		Typed Name and Title City of Cottonwood	
Entity Name 23751 N. 23rd Ave., #190		Entity Name 111 N. Main Street	
Address Phoenix, AZ 85085		Address Cottonwood, AZ 86326	
City / State / Zip		City / State / Zip	
RESERVED FOR THE ATTORNEY GENERAL		RESERVED FOR CITY ATTORNEY	
<p>This AGREEMENT has been reviewed pursuant to A.R.S. 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those PARTIES to the AGREEMENT represented by the Attorney General.</p> <p>Dated this ____ day of _____, 2017.</p> <p>MARK BRNOVICH The Attorney General</p> <p>_____ Christopher Munns, Assistant Attorney General Date:</p>		<p>This AGREEMENT has been reviewed by the undersigned attorney for the CITY who has determined that it is in proper form and within the powers and authority granted to the CITY.</p> <p><u>Approved as to Form:</u></p> <p>_____ Steve Horton, Cottonwood City Attorney Date:</p>	
BLANK		RESERVED FOR CITY CLERK	
		<p><u>Attest:</u></p> <p>_____ _____, City Clerk Date</p>	

RESOLUTION NUMBER 2815--APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE PARKS BOARD, TO ASSIST DEAD HORSE RANCH STATE PARK WITH THE OPERATION OF THEIR POTABLE WATER AND WASTEWATER COLLECTIONS SYSTEMS AND ALLOW THE CITY TO UTILIZE THE PARK'S LIFT STATION TO EXTEND THE CITY'S SEWER SERVICE AREA

Mr. Biggs stated this was an extension of an agreement that was signed in 2011, or a new agreement to replace it. The city had been providing technical and operational assistance to the staff of Dead Horse Ranch State Park for the operation of their water and wastewater systems. The new agreement provides for the city to make connections into the park's primary lift station located at the front entrance of the park. This was a method for the city to extend our sewer collection system in an economical manner. The city would be required to pay the costs associated with the connections and any additional costs over the park's operation of this lift station.

Mr. Bartosh stated not only was this a renewal of an agreement, but this was also a solution to a problem that was brought to us by the Mabery's who wanted to expand their offerings at Blazin' M to allow for overnight stays by bringing in some pre-fab cabins. The challenge was how to provide wastewater treatment for them out there. This was a collaboration between the Mabery's, state parks, and the city to get this accomplished. It allows them to move forward in a more economical way to connect up to a wastewater system.

George Christianson, the Dead Horse State Park manager, thanked the city for helping operate the collections and potable water system. This was a great opportunity to continue to further enhance the area's growth.

Lori Mabery, managing partner of the Blazin' M Ranch, stated we appreciate a successful collaboration. We think we're there to provide the next level, which was the total vision of what we started 21 years ago, of overnight lodging. With the growth of our area we feel like more so than ever there is a demand there, so we appreciate the effort and support and hope we can see our vision come to fruition.

Council Member Pratt stated it was a win, win, win, for all parties. Blazin' M adds a lot to our community, Dead Horse adds a lot to our community, they bring people here and they spend money. This was ultimately a no-brainer.

Mayor Joens stated she sat in on a couple of meetings with the city manager and his staff in problem solving and trying to think how we could work this out, and thanked everyone for working on this.

Council Member Pratt moved to approve Resolution Number 2815. The motion was seconded by Vice Mayor Pfeifer, and carried unanimously.

Mayor Joens requested the Deputy Clerk read Resolution Number 2815 by title only.





STATE OF ARIZONA

Joint Committee on Capital Review

STATE
SENATE

1716 WEST ADAMS
PHOENIX, ARIZONA 85007

(602) 926-5491

azleg.gov

HOUSE OF
REPRESENTATIVES

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VINCE LEACH
ERIC MEYER, M.D.
STEVE MONTENEGRO

MINUTES OF THE MEETING

JOINT COMMITTEE ON CAPITAL REVIEW

December 14, 2016

Chairman Olson called the meeting to order at 3:48 p.m., Wednesday, December 14, 2016 in Senate Appropriations Room 109. The following were present:

Members:	Senator Shooter, Vice-Chairman	Representative Olson, Chairman
	Senator Farley	Representative Alston
	Senator Griffin	Representative Gray
	Senator Hobbs	Representative Leach
	Senator Yarbrough	Representative Meyer
		Representative Montenegro
Absent:	Senator Cajero Bedford	
	Senator Kavanagh	

APPROVAL OF MINUTES

Hearing no objections from the members of the Committee to the minutes of September 21, 2016, Chairman Justin Olson stated that the minutes would stand approved.

ARIZONA STATE PARKS (ASP) BOARD - Review of City of Cottonwood Easement Agreement.

Mr. Ben Murphy, JLBC Staff, stated ASP requested the Joint Committee on Capital Review (JCCR) review ASP's proposed easement agreement with the City of Cottonwood (City) at Dead Horse Ranch State Park. Under this agreement, ASP will provide to the City a no cost easement to one of the Park's sewer lift stations in exchange for the City assuming ownership of the lift station and providing for all of its future operating and maintenance costs. The JLBC Staff presented options to the Committee.

Representative Leach moved that the Committee give a favorable review to the easement agreement.
The motion carried.

(Continued)

Public Utility Easement

This access and utility easement is made this ____ day of _____, 2017, by and between the State of Arizona, Arizona State Parks Board, DBA Arizona State Parks & Trails (“ASPT”) and the City of Cottonwood (“City”), an Arizona municipality (collectively the “Parties”).

Recitals

- A. ASPT is the owner of certain real property located in the City of Cottonwood, Arizona, and known as Dead Horse Ranch State Park and the Verde River Greenway (collectively the “Park”); and
- B. City, in accordance with Intergovernmental Agreement number PR17-108, operates ASPT’s potable water system and wastewater/sewage system at the Park, including all lift stations and all mains and appurtenances on Park property that run to the City’s sewer main line located on 10th Street.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. ASPT hereby grants and conveys to City a perpetual, twenty (20) foot wide easement for ingress, egress, construction, and utilities in the location described in Exhibit “B”, subject to the terms and conditions contained herein.
2. Preservation of Access. If either Party proposes to take any action which would impact the other Party’s use of the non-exclusive easement granted here, the Party seeking to take such action shall seek the advance written approval of the other Party. Such approval shall not be unreasonably withheld. If there has been no response after sixty days, the action shall be deemed approved.
3. Intention of the Parties. The Parties’ intention is that the City connects nearby properties to ASPT’s wastewater/sewage system. If it is determined that this Easement does not accomplish that action, the Parties agree to take such action as is necessary to accomplish the stated purpose of the easement.

4. Termination. This easement shall be perpetual and will only terminate upon mutual consent of both parties.

5. Counterparts. This Easement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Easement as of the date and year first written above.

ARIZONA STATE PARKS & TRAILS

BY: _____

NAME: _____

ITS: _____

CITY OF COTTONWOOD

BY: _____

NAME: _____

ITS: _____

State of Arizona

County of Yavapai

The foregoing instrument was acknowledged before me this _____ day of _____, 2017

by _____ of the City of Cottonwood, an Arizona municipality.

(Seal and Expiration Date)

Notary Public

LOCATED IN A PORTION OF
SECTION 27, T.16N., R.3E., G. & S.R.M.,
CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA.

56* INGRESS
EGRESS,
AND PUBLIC
UTILITIES
CASEMENT
BOOK 4453
OF OFFICIAL
RECORDS,
PAGE 873
0226

— SEE
DETAIL

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting	May 2, 2017
Date:	
Subject:	Award of Contract for Fleet Vehicle Maintenance and Repair Services
Department:	Administrative Services
From:	Jeff Cook, Purchasing

REQUESTED ACTION

Award of contract for Fleet Vehicle Maintenance & Repair Services to Reese & Sons Tire & Automotive Inc.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

“I move to award the contract for City Fleet Vehicle Maintenance and Repair Services to Reese & Sons Tire & Automotive, Inc.”

BACKGROUND

As directed by Council, staff re-issued the Request for Proposals for City Fleet Vehicle Maintenance and Repair Services on March 13th 2017 . The solicitation was published in the newspaper in consecutive weeks, sent directly to local repair shops and posted on Public Purchase as well as the City's website. A pre-proposal conference was held on March 20th and City staff asked for feedback from shop owners and answered questions regarding the proposal. Three (3) completed proposals were received by the deadline.

The evaluation committee consisted of department heads representing Public Works, Transit, Utilities, and the Police Department, which are the heaviest users of these services. Reference checks were performed by the Purchasing Department. The review and rankings were based on the criteria established in the Request for Proposals.

Reese and Sons Tire & Automotive received the highest average score from committee members and was unanimously identified as the most advantageous proposer by all scorers on the committee.

JUSTIFICATION/BENEFITS/ISSUES

The award of the contract for Fleet Vehicle Maintenance and Repair Services will

provide the City with a new agreement for these essential services with a known vendor that has and is currently providing good service to the City at reasonable rates.

COST/FUNDING SOURCE

Expenditures for vehicle maintenance and repairs are budgeted in each department's vehicle maintenance and repair budget line.

ATTACHMENTS:

File Name	Description	Type
Pre-bid_sign_in_sheet.pdf	Pre-Bid Sign in Sheet	Cover Memo
Addendum_1.pdf	Addendum	Cover Memo
Noted_Changes_2017-AS-03(2).pdf	Noted Changes	Cover Memo
Evaluation_Table.pdf	Evaluation Table	Cover Memo
Reese_and_Sons.pdf	Reese and Sons Contract	Cover Memo

Pre-proposal conference, March 20th 2017 at 10:00 a.m.

[illegible]



City of Cottonwood
Fleet Vehicle Maintenance & Repair Services
2017-AS-03(2) Addendum #1
March 23rd, 2017

This addendum is to answer questions and add clarification based on discussions held at the pre-proposal conference. City answers are listed in red.

1. Are motorcycles listed considered "special equipment."
Yes, these are considered special equipment and the City only has two in the fleet.
2. Does the proposer have to have ASE certified mechanics specifically?
No. The proposer can have ASE certified mechanics, or equivalent.
3. For site visits is the City looking for EPA certifications or general cleanliness, etc?
The City is not looking for Stormwater regulations, EPA, etc. This criteria is to evaluate the overall condition of the shop, and to verify information provided by proposers.
4. On average, how many vehicles should a shop anticipate on storing at one time?
On average the shop will most likely have between six to eight vehicles at a given time.
5. Does the City plan on having one "Contract Administrator" as a point of contact?
No. Each department will have representatives whom the awardee will communicate with for vehicle M&R services.
6. Clarifications on page 42 of the RFP, sections F. and G. of the Offer Section.
Section F refers to "all vehicles" as those except vehicles and equipment which are excluded. (Tractors, heavy diesels, etc.)

Section G is to ask if proposers have a computerized record management system. The City does not expect proposers to have City vehicle data on file prior to award.
7. Does this agreement exclude ALL work on diesels?
No. Basic services and repairs to light diesels are included. Heavy diesels, and specialized equipment are excluded and can be contracted out with approval from the City.
8. Does this agreement still include the need for availability of contractor 365 days per year?
Please refer to section 14., "Hours of Operation" one page 40 of the RFP. The contractor must at least be available for weekend and holiday drop-offs (primarily for Public Safety & Transit).
9. Is towing part of this agreement?
No, towing is not part of this agreement.
10. I can't find payment terms in the package. Is it net 30?
Yes, it is net 30.

Thanks
Jeff Cook, Contract/Purchasing Administrator
City of Cottonwood



City of Cottonwood
Vehicle Fleet Maintenance Services REBID
2017-AS-03(2)
Noted Changes to RFP

Thank you for your interest in working with the City of Cottonwood. This document lists changes which were made to the Vehicle M&R Request for Proposals which should help clarify a few questions addressed during the previous solicitation. There were also corrections made due to inconsistencies in the previous RFP.

- Section 6.5.3. (Page 9) Distance from shop was removed from the “location” scoring criteria. This requirement was inconsistent with Federal Transit Administration terms and conditions (section 51. Of the Sample Professional Services Agreement) which does not allow a geographic preference when determining contract award.
- Section 6.5.4. (Page 9) Language was added to this section to clarify that only one City representative will call references and score this item.
- Section 6.5.5. (Page 10) Language was added to this section to clarify that only one City representative will conduct site visits and score this item.
- Exhibit A (Specifications Section) Clarification was added to this section regarding the fact that Diesels’ and Heavy Equipment are not to be included in this agreement. This same clarification was also added in the Scope of Services, section A, paragraph 3.
- Exhibit B Offer Section. (Section B). Language was added to reference requirements of how exceptions to this RFP are to be included in proposals.
- Exhibit B Offer Section. (Section L). Distance from 816 N. Main Street was removed as a scoring criteria. FTA terms do not allow a geographic preference.

Please let me know if there are any questions regarding these changes.

Thanks

Jeff Cook

Purchasing Agent

City of Cottonwood

jcook@cottonwoodaz.gov

2017-AS-03 (2) Fleet Vehicle M&R

Scorer Name: Average Group Scores

Vendor	Cost 35 pts max	Approach 20 pts max	Location 15 pts max	References 15 pts max	Site Visit 10 pts max	Vehicle Database 5 pts max	Tota Score 100 pts max
Reese & Sons	28.75	18.50	12.75	13.00	9.00	5.00	87.00
360 Automotive	23.50	15.00	12.25	13.00	7.00	5.00	75.75
Big-O Tires	28.50	6.00	9.50	13.00	6.00	5.00	68.00

	360 Auto	Big-O	Reese's
Number of vehicle lifts currently available*	1	5	9
Lifts capable of 26,000 lbs gvw**	0	0	0
Number of ASE Certifications (or equivalent) available	9	0	14
Fenced premises to store vehicles?	Y	N	Y
Number of bays on premises	3	6	11
Exceptions to RFP?***	Y	Y	N
Hourly Rate	\$85	\$50	\$65

*360 Auto listed than an additional lift, alignment equipment, coolant and transmission service machine would be purchased within 30 days if awarded agreement

**Reese's tire has an 18,000 lb gvw lift capable of lifting CATS buses and street sweeper

***Big-O submitted proposal for tires, brakes, suspension only

***360 Automotive submitted the exception as listed below:

Original contract language:

Performance Bond: Upon award of this RFP to the successful offeror, a performance bond will be required in the amount of \$25,000. The performance bond is required to ensure quality of performance, adherence to the contract requirements and warranties, as well as other performance related items.

Suggested Language:

360 Automotive & Owner Helaine Kurot has been advised by several agents that she does not qualify for bonding if that limit at this time. If at some point this changes, a performance bond will be obtained.



City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:
COMMODITY/SERVICE SOUGHT:
SOLICITATION NO.:
PROPOSAL DUE DATE AND TIME:
LOCATION:

REQUEST FOR PROPOSALS (RFP)
Vehicle Fleet Maintenance Services REBID
2017-AS-03(2)
Friday, March 31st, at 10:00 a.m. local Arizona time
City of Cottonwood
Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, AZ 86326

The City of Cottonwood is soliciting sealed proposals for the services of Vehicle Fleet Maintenance Operations. Solicitation documents are available via email by contacting the Purchasing Division at jcook@cottonwoodaz.gov or hard copies can be picked up at the City of Cottonwood, Administrative Services Department located at 816 N Main Street, Cottonwood, AZ 86326. Documents can also be obtained through the Public Purchase website at www.publicpurchase.com.

A pre-proposal conference for this solicitation will be held at the Public Safety Conference room located at 199 S. 6th Street, on Monday, March 20th, 2017 at 10:00 a.m.

Sealed offers for the commodity or service specified will be received by the Purchasing Division, City of Cottonwood, 816 N. Main Street, Cottonwood, Arizona 86326, until the time and date cited above. Offers received by the correct time and date will be opened publicly and the name of the Proposers shall be read aloud at the Purchasing Division Office.

Offers must be in the actual possession of the Purchasing Division Office and stamped by a member of the Administrative Services staff on or prior to the exact time and date indicated above. Late submittals or unsigned submittals will not be considered under any circumstances.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing your offer are provided in the Information and Instructions to Offerors.

A portion of the funding for this contract will be from CFDA 20.509 Formula Grants for Non-Urbanized Areas, from the Federal Transit Administration and Arizona department of Transportation.

Publish Date: Verde Independent – Wednesday, March 15th, 2017 and Wednesday March 22nd, 2017

PUBLISHERS AFFIDAVIT REQUIRED

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- 2.7. Offer Amendment or Withdrawal.** An offer may be withdrawn any time before the RFP due date and time. An offer may not be amended or withdrawn after the RFP due date and time except as otherwise provided by applicable law.
- 2.8. Proposal Opening.** Offers shall be opened on the date and time at the place designated on the Notice page of this document, unless amended in writing by the Purchasing Agent issuing the RFP. The name of each Offeror shall be read at this time. Offers, modifications and all other information received in response to the RFP shall be shown only to authorized personnel having a legitimate interest in the evaluation.
- 2.9. Public Record.** All offers submitted in response to this RFP and all evaluation related records shall become property of City and shall become a matter of public record for review, subsequent to publication by the City Clerk of the proposed award in the agenda for the City Council Meeting or award by the appropriate approving authority or as otherwise required by law.

Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to City in offers submitted.

City will not insure confidentiality of any portion of the RFP documents that are submitted in the event that a public record request is made.

City will provide forty-eight (48) hours' notice before releasing materials identified by the Offeror as confidential or proprietary in order for the Offeror to apply for a court order blocking the release of the information.

- 2.10. Cost of Offer Preparation.** City will not reimburse any Offeror the cost of responding to a RFP.
- 2.11. Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Purchasing Agent. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.12. Offer Acceptance Period.** All offers shall remain open for sixty (60) days after the day of the opening of offers, but the City may, at its sole discretion, release any Offeror and return the security (as applicable) prior to that date. No Offeror may withdraw his offer during this period without written permission from the City. Should any Offeror refuse to enter into a contract, under the terms and conditions of the RFP, City may retain the security (as applicable), not as a penalty, but as liquidated damages.
- 2.13. Term of Contract.** Term of this Contract will be three (3) years with options to renew for two (2) additional one (1) year periods at the sole discretion of the Cottonwood City Council..
- 2.14. Vendor Registration.** Vendors (Offerors) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A Vendor (Offeror) who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors (Offerors) who submit proposals without acknowledgement of addenda may have their responses rejected.
- 2.15. Business Registration.** The Offeror understands and agrees that, if awarded the Contract, the Offeror is required to maintain a current Business Registration with the City of Cottonwood. Applications are available on the City's website at www.cottonwoodaz.gov.

3. DESCRIPTION OF GOODS BEING PROCURED

- 3.1. Scope of Work.** Please see the attached Scope of Work (Exhibit A) for a detailed description of the procurement.

- 3.2. **Current Products.** All products Offered in response to this Solicitation 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 this solicitation.
- 3.3. **New Products.** All products or services offered must be new, not previously used or owned.
- 3.4. **Brand Name.** Any manufacturer's names, trade names, brand names or catalog numbers used in the Specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any Offeror but is only enumerated in order to advise potential Offerors of the requirements of the City. Any offer, which proposes equal quality, design or performance, will be evaluated.
- 3.5. **Warranty (Period of Time).** Each offer must provide a warranty/guarantee against defects in materials, workmanship and/or performance for all items.
- 3.6. **Health and Safety.** All items to be supplied hereunder by Offeror shall conform in all respects to the requirements of applicable and government health and safety regulations, including regulations administered by OSHA.

4. **OFFER PREPARATION**

- 4.1. **Format.** Offerors shall submit their offer with one (1) unbound original and five (5) bound copies and shall be submitted on the forms provided in this RFP. **BOUND SUBMITTALS SHOULD BE BOUND BY BINDER CLIP AND SHOULD CONSIST OF PAPER ONLY. ALL BINDERS, PLASTIC SEPARATORS, NON-RECYCLABLE MATERIAL, ETC., ARE DISCOURAGED. SUBMITTALS WILL NOT BE EVALUATED ON THE AESTHETIC OF THE PACKAGE.**
- 4.2. **No Facsimile or Electronic Mail Offers.** Offers may not be submitted in facsimile or electronically. A facsimile or electronic mail offer shall be rejected.
- 4.3. **Typed or Ink Corrections.** The offer shall be typed or in ink. Erasures, interlineations or other modifications in the offer shall be initialed in ink by the person signing the offer.
- 4.4. **No Modifications.** Modifications shall not be permitted after offers have been opened except as otherwise provided under applicable law.
- 4.5. **Content.** The Offer Section (Exhibit B) shall contain all of the following information:
 - 4.5.1 **Description.** Brief description of the Offeror, including legal organization. Include name, address and location of the firm's principle and local office.
 - 4.5.2 **Tax ID Number.** Offeror must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Offer Section.
 - 4.5.3 **Licenses.** Offeror must list all applicable licenses and numbers in the Offer Section.
 - 4.5.4 **Exceptions to RFP.** Any exceptions to the RFP or Contract terms must be included with the offer and submitted on the 'Exceptions to RFP' area in Offer Section (Exhibit B) or equivalent in which the Offeror clearly identifies the specific objection and/or exceptions. Failure to list an exception or objection shall preclude a request for changes to the specifications or Contract language. The proposed form of Contract is included as a part of this RFP. The offer must include a statement that the Offeror has reviewed the specifications and Contract and list any objections to them. Any objections to specifications or the form of Contract will be considered and included in City's

evaluation of the offer. If Offeror fails to list any objections to the specifications or form of Contract, Offeror will not be allowed to raise any objections later if selected for award. An offer that takes exception to a material requirement of any part of the RFP, specifications or form of Contract, shall be rejected as non-responsive.

4.5.5 Disclosure. If the firm, business or person submitting this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Offeror shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

4.5.6 Prices. Labor rates shall be listed in the Offer Section (Exhibit B) and shall include any and all applicable costs. A price matrix shall be attached that details the percentage markup on parts and supplies required for maintenance and repairs on City vehicles.

4.5.7 Turnaround Time. Offeror will propose repair/scheduled maintenance times prioritized for public safety vehicles first, all other vehicles and equipment second.

4.5.8 References. The Offeror shall list at least three (3) references of other agencies to which the Offeror has supplied similar goods or services, including names, addresses and telephone numbers. The City reserves the right to only contact references from firms deemed as reasonably susceptible of receiving a contract award.

4.5.9 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the Offer Section (Exhibit B), which shall be submitted together with the offer on the offer due date and time. Failure to note a Solicitation Addendum may result in rejection of the offer.

4.5.10 Evidence of Intent to be Bound. The Offer Section (Exhibit B) within the RFP shall be submitted with the offer and shall include a signature by a person authorized to sign the offer. The signature shall signify the Offeror's intent to be bound by its offer and the terms of the solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the offer.

4.6 Insurance. The Offeror shall submit the enclosed Certificate of Insurability (Exhibit C) with their offer to the City.

The Offeror shall agree to carry all insurance which may be required by Federal and State laws, County and City ordinances, regulations and codes in the amounts specified below and shall keep such insurance coverage in force throughout the life of the Contract.

	Minimum Requirements
Worker's Compensation	Statutory Requirements
General Liability	\$1,000,000 per Occurrence \$2,000,000 Aggregate
Products/Completed Operations	\$1,000,000 per Occurrence
Automobile Liability	\$1,000,000 per Occurrence

The successful Offeror must furnish to the City with Certificates of Insurance showing the types and amounts of insurance coverage required by the City, including endorsements naming the City as an additional insured, and waiving subrogation against the City.

The successful Offeror's insurance is primary and non-contributory as to any claims resulting from the Contract.

These policies shall not expire within the term of this Contract. If a policy does expire during the term of the Contract, a renewal Certificate of the required coverage must be sent to the City of Cottonwood not less than ten (10) days prior to the expiration date. All policies shall contain an endorsement providing that written notice be given to the City in the event of policy termination, cancellation, non-renewal, or reduction of coverage on any policy. Neither the successful Offeror nor any subcontractor shall commence work under a Contract until the City has approved the insurance. The entire project covered by the Contract shall be at the successful Offeror's risk until final acceptance by the City.

- 4.7 Indemnification.** To the fullest extent permitted by law, the Offeror shall defend, indemnify, and hold harmless the City of Cottonwood, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. The insurance requirements listed above will not be construed as limiting the scope of this indemnification.
- 4.8 Financial Statement.** The Offeror shall furnish, upon request, two (2) copies of the Offeror's most recent financial statement and/or other evidence of his qualifications as may be requested by City. If an Offeror fails to furnish in a timely manner the information requested, it shall be considered sufficient grounds for rejection of such Offeror's entire offer. A financial statement must be notarized by a Notary Public licensed in the Applicant's state of business.
- 4.9 Contractor Immigration Warranty.** The Offeror shall sign and submit the enclosed Contractor Immigration Warranty (Exhibit D) with their offer to the City.
- 4.10 Non-Collusion Affidavit.** The Offeror shall submit the enclosed Non-Collusion Affidavit (Exhibit E) with their offer to the City.
- 4.11 Disclosure of Responsibility Statement.** The Offeror shall sign and submit the enclosed Disclosure of Responsibility Statement (Exhibit F) with their offer to the City.
- 4.12 IRS Form W-9.** The Offeror shall submit a completed Form W-9 (available on the IRS website at www.irs.gov) with their offer to the City.
- 4.13 Non-Discrimination.** By signing and submitting the offer, the Offeror certifies that the Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 4.14 Taxes.** The Offeror understands that the Offeror will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item, the Offeror shall assist City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to City.

5. INQUIRIES

- 5.1. Duty to Examine.** It is the responsibility of each Offeror to examine the entire RFP, seek clarification

(inquiries), and examine its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for modifying or withdrawing the offer after the offer due date and time, nor shall it give rise to any Contract claim.

- 5.2. **Contact Person.** Any inquiry related to the RFP, including any requests for or inquiries regarding standards referenced in the RFP should be directed solely to the Purchasing Agent listed on the cover page of the RFP. The Offeror shall not contact or direct inquiries concerning this RFP to any other City employee unless the RFP specifically identifies a person other than the Purchasing Agent as a contact.
- 5.3. **Submission of Inquiries.** All inquiries shall be submitted in writing or email and shall refer to the appropriate Solicitation Number, page and paragraph. Do not place the Solicitation Number on the outside of the envelope containing that inquiry, since it may then be identified as an offer and not be opened until after the offer due date and time. The City shall consider the relevancy of the inquiry but is not required to respond in writing.
- 5.4. **Timeliness.** Any inquiry or exception to the RFP shall be submitted as soon as possible and should be submitted no later than seventy-two (72) hours before the offer due date and time for review and determination by the City. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 5.5. **No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP.

6. EVALUATION

- 6.1. **Disqualification.** An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Offer rejected.
- 6.2. **Clarifications.** The City reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of Offeror's product, service, and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the Offer and does not give Offeror an opportunity to revise or modify its Offer.
- 6.3. **Waiver and Rejection Rights.** The City reserves the right to reject any or all offers or to cancel the solicitation altogether, to waive any informality or irregularity in any Offer received, and to be the sole judge of the merits of the respective Offers received.
- 6.4. **Taxes.** All applicable taxes stated in the offer shall not be considered by the City when determining the lowest bid or evaluating proposals.
- 6.5. **Evaluation Criteria.** The evaluation criteria are listed below in their relative order of importance. The Offeror's submittal should be organized/submitted by criteria.
 - 6.5.1. **Cost.** Cost shall include hourly rate for repairs, and the hourly rate of overtime repairs. A price matrix shall also be included detailing the percentage of markup for parts and supplies.
 - 6.5.2. **Approach to Requested Proposal.** Description of approach to the City's need for a turnkey fleet vehicle maintenance solution. Turnaround time will be considered in this criterion (see Specifications/Scope of Work, Requirements, Section D).
 - 6.5.3. **Location.** List the location of the proposed facility, its principal maintenance and safety features (number of bays, lube racks, lifts, special equipment, etc.)
 - 6.5.4. **References.** Submit a minimum of three (3) references (public or private sector) listing the name and contact information of the reference's principal and the duration of previous or currently held

contracts. References will be contacted and scored by one City representative.

6.5.5. Site Visit. Inspection of the proposed facility and its operations will be conducted and scored by one City representative. Items to be observed include, but are not limited to, shop organization, cleanliness, availability of ASE Certifications, vehicle lift GVW ratings and site security.

6.5.6. Vehicle Information Database. Whether or not the Offeror has a computerized records management system accessible by the City that contains the vehicle maintenance data and the ability of the system to import and export vehicle maintenance files.

6.6. Discussion with Responsible Offerors and Revision to Proposal. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:

6.7.1 Determine in greater detail such Offeror's qualifications;

6.7.2 Explore with the offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

6.7.3 Determining that the offeror will make available the necessary personnel and facilities to perform within the required time;

6.7.4 Agreeing upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

7. AWARD

7.1. Award. Award shall be made to the Offeror(s) deemed most advantageous to the City based upon the listed evaluation criteria.

7.2. Single Award Contract. This is an all or nothing offer. All items within this RFP have been grouped together for purposes of obtaining these items collectively from a single source due to such factors as delivery location, pricing advantage, compatibility, etc. To be considered for award of this RFP, the Offeror is required to provide prices on all items within this RFP. Failure to provide pricing for any item within the RFP shall result in the rejection of the offer.

7.3. Execution of Contract. Within ten (10) days of notice that Offeror is the recommended awardee, the Offeror shall execute and return the original Contract to the Purchasing Agent.

7.4. Award Criteria.

Criteria	Points
Cost (annual)	35
Approach to requested proposal	20
Location	15
References	15
Site Visit	10
Vehicle Information Database	5
Maximum points possible	100

8. PROTESTS

8.1. A protest must be in writing and be filed with the Purchasing Office. A protest of a solicitation shall be received before the solicitation opening date. A protest of a proposed award must be filed before City Council meeting at which the recommendation will be presented. The City shall determine whether to issue a written response or hold an administrative hearing.

8.2. A protest must include:

- The name, address and telephone number of the protester.
- The signature of the protester or its representative.
- Identification of the project and the Solicitation or Contract Number.
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.
- The form of relief requested.

9. COMMENTS WELCOME

The City's Purchasing Office periodically reviews the Information and Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: City of Cottonwood, Purchasing Agent, 816 N. Main Street, Cottonwood, AZ 86326.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20____, between the CITY OF COTTONWOOD, an Arizona municipal corporation (the "City") and _____, (the "Contractor").

AGREEMENT

In consideration of the following mutual covenants and conditions, the City and the Contractor hereby agree as follows:

- A. **Term of Agreement.** The initial term of this agreement shall be three (3) years following approval by the City Council. The City of Cottonwood may extend this contract for up to two (2) additional one (1) year periods at the sole discretion of the Cottonwood City Council.
- B. **Scope of Services.** The Contractor shall provide the Services as set forth in the attached Specifications/Scope of Work, which is marked as Exhibit A and incorporated by reference herein.
- C. **Compensation.** The City shall pay the Contractor for the Services as set forth in the attached Specifications/Scope of Work, which is marked as Exhibit A and incorporated by reference herein, at the rates as set forth in the Offer Section, marked as Exhibit B and incorporated by reference herein.
- D. **Payments.** The City shall pay the Contractor subject to the Contractor submitting monthly invoices to the City for each requested payment. Invoices shall itemize all Services completed to the date of the invoice and provide sufficient detail to justify payment.
- E. **Insurance.** The Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current AM Best rating of A:VIII or better. The City's Risk Management reserves the right to review and make an exception for substitute/alternative coverage. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

Before the City signs this Agreement, the Contractor shall furnish the City's Risk Manager with certificates of insurance evidencing the coverages, conditions, and limits required by this Agreement, at the following address:

City of Cottonwood
Risk Manager
816 N Main Street
Cottonwood, AZ 86326
Telephone: (928) 340-2717 / Fax: (928) 634-3727

The insurance policies, except Worker's Compensation and Professional Liability, shall be endorsed to name the City of Cottonwood, its agents, officers, officials, employees, and volunteers as additional insureds with corresponding endorsement relative to the additional insured indemnification and with the following language:

The City of Cottonwood, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be

cancelled, suspended, voided or materially changed without thirty (30) days written notice by certified mail to the City of Cottonwood Risk Manager. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the City shall be non-contributory. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors. The following policies are required:

1. **Commercial General Liability** insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
 2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
 3. **Worker's Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than one million dollars (\$1,000,000) for each accident, one million dollars (\$1,000,000) disease for each employee.
 4. **Garage Keepers Liability** insurance with a minimum single limit of not less than two hundred fifty thousand dollars (\$250,000) per occurrence.
- F. Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of Cottonwood, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. The requirements in Paragraph E will not be construed as limiting the scope of this indemnification.
- G. Applicable Law; Venue.** In the performance of this Agreement, the Contractor shall abide by and conform to any and all laws, codes and ordinances of the United States, State of Arizona and City of Cottonwood, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.
- H. Termination; Cancellation**
1. **For City's Convenience.** This Agreement is for the convenience of the City and, as such, may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, the Contractor shall be paid for all undisputed services performed to the termination date.
 2. **For Cause.** This Agreement may be terminated by either party upon thirty (30) days written notice should the other party breach any of its terms or otherwise violate the law in connection with the performance of any duty imposed on the party by the terms of this Agreement. In the event of such termination, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.
 3. **Due to Work Stoppage.** This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

4. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Contractor to any other party of the Agreement with respect to the Agreement's subject.
5. **Gratuities.** The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to one hundred fifty percent (150%) of the gratuity.
6. **Fund Appropriation Contingency.** The Contractor understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for the contract item as expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future; as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, the City may terminate this Agreement as of the close of its fiscal year.

I. Miscellaneous

1. **Independent Contractor.** The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. The Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of the Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as the Contractor meets the requirements of its agreed scope of work as set forth in Section 2 above. The Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
2. **Laws and Regulations.** The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including the following: (i) existing and future City and County ordinances and regulations, (ii) existing and future state and federal laws and (iii) existing and future Occupational Safety and Health Administration ("OSHA") standards.
3. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
4. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.
5. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other

provision or application of the Agreement which may remain in effect without the invalid provision or application.

6. **Relationship of the Parties.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.
7. **Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. 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 the 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.
8. **Assignment.** No right or interest in this Agreement shall be assigned by the Contractor without prior, written permission of the City and no delegation of any duty of the Contractor shall be made without prior, written permission of the City. Any attempted assignment or delegation by the Contractor in violation of this provision shall be a breach of this Agreement by the Contractor.
9. **Subcontracts.** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.
10. **Rights and Remedies.** No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
11. **Attorneys' Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.
12. **Liens.** All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.
13. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or

certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

Contractor: _____	City of Cottonwood (Owner)
c/o _____	c/o _____
_____	_____
_____	_____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees, agents or officers of the Contractor as needed for the performance of duties under this Agreement.
15. **Public Records.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in 9.13. Within ten (10) days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to the request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.
16. **Conflicting Terms.** In the event of a conflict between the Exhibit and this Agreement, the terms of this Agreement shall govern.
17. **Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and

complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.

18. **Israel Boycott Disclosure.** Contractor agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. Consultant understands that entire response and any related contract documents will become public record in accordance with A.A.C. R2-7-C317.

Federal Transit Administration Requirements

A portion of the funding for this contract will be from CFDA 20.509 Formula Grants for Non-Urbanized Areas, from the Federal Transit Administration and Arizona department of Transportation.

19. **Charter Bus Requirements.** Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and sub recipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
20. **Energy Conservation.** Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.
21. **Clean Water.** All Contracts and Subcontracts over \$100,000 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 \$100,000 financed in whole or in part with FTA assistance.
22. **Lobbying.** Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 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.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification 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.
23. **Access to Records and Reports.** The following access to records requirements apply to this Contract:

Where the purchaser is not a State but a local government and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 18.36(i), 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

CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

Where the purchaser is a State and is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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 an FTA recipient or a sub grantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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.

Where a purchaser which is an FTA recipient or a sub grantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, 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.

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

Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) 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 recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

24. **Federal Changes.** Contractor 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 purchaser and FTA, as they may 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. **Clean Air.** 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. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.
26. **Contract Work Hours & Safety Standards Act.** 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 40 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 40 hours in such workweek. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable 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 para. (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 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by 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 & 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 para. (2) of this section. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

27. **No Government Obligation to Third Parties.** The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
28. **Program Fraud and False or Fraudulent Statements or 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. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US 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.
29. **Government Wide Debarment and Suspension (Non Procurement).** The Recipient 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 (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient 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.

- 30. Civil Rights Requirements.** The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service: a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program, b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued, c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of

1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation, e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) 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 individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) 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 individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance, h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2, i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited

by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005, j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination. k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

31. **Breaches and Dispute Resolution.** Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. 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 recipient's CEO 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 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 his employees, agents or others for whose acts he 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 recipient 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 recipient 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.
32. **Disadvantaged Business Enterprise.** a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Arizona DBE goal is 3.82% race neutral. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere. b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that

work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work. f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

33. **Prompt payment.** 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.
34. **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, 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 request that would cause the recipient to be in violation of FTA terms and conditions.
35. **Drug and Alcohol Abuse and Testing.** The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.
36. **Other Federal Requirements.** The following requirements are not federal clauses.
37. **Full and Open Competition.** In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.
38. **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.
39. **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 and as amended by MAP-21 23 U.S.C. § 517(d), 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.
40. **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.

41. **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.
42. **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.
43. **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 for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.
44. **Other Contract Requirements.** To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.
45. **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 4220.1F, 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.
46. **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.
47. **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.

48. **Environmental 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,
49. **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.
50. **Geographic Information and Related 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.
51. **Geographic Preference.** All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).
52. **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.
53. **CFDA number for the Federal Transportation Administration.** A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
54. **Compliance with Regulations.** The SUBRECIPIENT shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (USDOT), 49 CFR 21 and Executive Order 99-4, as they may be amended from time to time, which is herein incorporated by reference and made a part of the Agreement.
55. **Nondiscrimination.** The SUBRECIPIENT, with regard to the work performed by it during the Agreement will not discriminate on the grounds of race, color, disability, sex, or national origin in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The SUBRECIPIENT will not participate either directly or indirectly in

discrimination prohibited by 49 CFR 21.5, including employment practices when the Agreement covers a program set forth in Appendix A of 49 CFR part 21.

56. **Solicitations for contractors, including procurement of real property, materials, and equipment.** In all solicitations made by competitive bidding or negotiation by the SUBRECIPIENT for work to be performed under a contract or subcontract, including procurement of real property, materials, and purchase or lease of equipment, each potential contractor, subcontractor, supplier, or lessor shall be notified by the SUBRECIPIENT of the SUBRECIPIENT's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, disability, sex, or national origin. Any contract or agreement established shall contain the language from this Agreement's Appendix A and B, and where appropriate, Appendix C.
57. **(4) Information and Reports.** The SUBRECIPIENT shall 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 ADOT, FHWA, and FTA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to ADOT, FHWA, and FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
58. **(5) Sanctions for Non-Compliance.** In the event of the SUBRECIPIENT's non-compliance with the non-discrimination provisions of this Agreement, ADOT shall impose such sanctions as it, FHWA and FTA determine to be appropriate, including, but not limited to: withholding of payments to the SUBRECIPIENT under the Agreement until the SUBRECIPIENT complies, and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

Contractor

Company Name

Printed Name

Signature

Date of Signing

Title

City of Cottonwood

Diane Joens, Mayor

Date of Signing

Attest:

Marianne Jimenez, City Clerk

Approved as to form:

Steve Horton, City Attorney

EXHIBIT A

SPECIFICATIONS / SCOPE OF WORK

SPECIFICATIONS

The City of Cottonwood (City) is soliciting firms to provide complete vehicle fleet maintenance operations. Complete maintenance operations will include all vehicles listed in the City Owned Fleet list (Exhibit G) except for any diesel or vehicle designated as heavy equipment. Maintenance will include:

- A. All routine scheduled maintenance per the manufacturers' recommended schedule (See Special Conditions).
- B. All warranty work for vehicles with existing warranty must be completed by the appropriate factory dealer.
- C. All evaluation of newly acquired vehicles and equipment.
- D. All unscheduled repairs.
- E. All requested work (prices to be quoted separately from proposed annual costs).

REQUIREMENTS

- A. All mechanics must be ASE (Automotive Service Excellence) certified and will maintain certification during the contract period. No uncertified mechanics will be allowed without prior written permission from the City. If mechanics are not certified to work on specialized equipment on City vehicles, the City may take vehicles to a mechanic who is certified to perform that specific task, **but only after written documentation from Contractor is obtained stating that the Contractor does not perform that type of work or cannot in a timely manner.**
- B. The Contractor will propose a cost for all work by an hourly rate and an overtime rate.
- C. All parts used in scheduled or unscheduled maintenance will be at a discount from a national chain of original equipment manufacturer (OEM) and/or aftermarket parts provider (i.e., NAPA, AutoZone, CARQUEST, etc.). Provider must state discount percentage with the Request for Proposals (RFP) response.
- D. Turnaround time: Contractor will propose repair/scheduled maintenance times prioritized for public safety vehicles first, all other vehicles and equipment second.
- E. Contractor must be capable of providing basic maintenance for specialized equipment such as construction equipment, electronics for police lights and radios, etc. and/or making recommendations for possible outsourcing of items beyond their capabilities.
- F. All overtime must be authorized by the City in advance of transportation, repair or maintenance. The hourly overtime rate as stated in the proposal shall be used. Other costs of this service will be negotiated with the Contractor.
- G. The City will have full and complete access to monitor and audit operations, bookkeeping, and parts inventories.
- H. Contractor may, at their option, evaluate City vehicles prior to proposal opening. The City will make inspection opportunities available.
- I. Contractor will supply a safe, suitable facility, all fixed equipment (lube racks, etc.) shop supplies and allow safety inspections by the City. The Contractor must be able to service vehicles up to 35' in length and 26,000 lbs. GVW. The City will incur no liability for shop accidents or accidents occurring during

transportation or testing, or any other vehicle/equipment operations. The Contractor must be willing to accept the City's indemnification terms and hold the City harmless from any incidents or accidents arising in shop or testing operations.

- J. Contractor must be bonded and insured and shall remain bonded and insured during the term of the Contract and any and all Contract extensions as per the Information and Instructions to Offerors.
- K. The City, at its discretion, may prioritize the sequence of vehicles scheduled for maintenance or repair. The City will provide prioritization as required.
- L. Contractor must have secure storage space for vehicles awaiting parts or repair.
- M. Contractor must be able to perform scheduled maintenance.
- N. Contractor will dispense fluids and lubricants from fifty-five (55) gallon drums as opposed to quart or gallon containers when the cost of doing so is beneficial to the City.
- O. Contractor must request and receive permission from the City if any City-owned equipment is sent offsite for work that is beyond the capability of the Contractor (i.e., radios, CAD systems, radar and license plate reading equipment, bus ramps, etc.).
- P. If a vehicle or equipment is outsourced for repair or parts, the Contractor will bill the City not more than an agreed upon percentage of markup for parts, labor and shipping/transportation.
- Q. Contractor will provide all tools. If the City owns any equipment-specific tools, they will be made known and available to the Contractor. Depending on the cost to the City, special tools, TMDE (Test, Measurement and Diagnostic Equipment) may be loaned, rented or leased to the Contractor.

SPECIAL CONDITIONS

- A. **Term of Contract:** Term of this Contract will be three (3) years with options to renew for two (2) additional one (1) year periods at the discretion of the City.
- B. **Performance Bond:** Upon award of this RFP to the successful Offeror(s), a performance bond will be required in the amount of \$25,000. The performance bond is required to ensure quality performance, adherence to the contract requirements and warranties, as well as other performance related items.
- C. **Introduction:** The City of Cottonwood (City) is requesting proposals from experienced and qualified firms for the maintenance of the City's vehicle and equipment fleet. The awarded Contract shall be for a three (3) year period with options to renew for two (2) additional one (1) year periods. The City desires to obtain one primary provider for fleet maintenance services. The contracted provider shall determine if any work is beyond their capability and therefore should be outsourced.
- D. **Description of Government:** The City of Cottonwood is located in the center of the State of Arizona and currently has a population of approximately 11,265 residents. The City provides a full spectrum of municipal services including public safety, parks and recreation, streets and highways, public improvements, water, wastewater treatment, storm water utilities, libraries and general administration services. The City is managed under a Mayor and Council form of government consisting of a Mayor, Vice Mayor and five (5) Council Members.
- E. **Format:** The City is interested in a brief, concise proposal not exceeding seventy-five (75) single sided pages and must address the requirements requested by the City. The City is not interested in a "canned" proposal that is generic in nature requiring interpretation on the part of the City. Proposals not conforming

to the requirements of this RFP may be disqualified. It is expected that all proposals will fit the proposed format. However, it is expected that some exceptions shall be taken by Contractors. In the case of exceptions, a separate binder must be included with the offer labeled "Exceptions" with only one (1) exception per page listed in the following format:

1. Page number of exception.
2. Section number of exception.
3. Actual language in the request.
4. Language Contractor proposes.
5. Specific language change must be underlined and highlighted.

Example:

Page 14
Section 2.5
Vehicle Preparation
Original language
Proposed language

- F. **Vehicle Assessment:** If needed, the Contractor shall conduct an assessment of currently owned vehicles and equipment in order to establish a baseline for vehicle/equipment condition and/or make recommendations to bring vehicles/equipment up to proper working condition. Assessments shall be billed at the contracted hourly rate.

Upon request by the City, the Contractor shall conduct an assessment of newly acquired vehicles and equipment for service. Assessments shall be billed at the contracted hourly rate.

Vehicle assessment shall include (but not be limited to):

- 1) Headlights.
 - a) high beam
 - b) low beam
- 2) Beam indicator light.
- 3) Parking lights.
- 4) License plate lights.
- 5) Tail lights.
- 6) Stop lights.
- 7) Clearance lights.
- 8) Directional signals.

- 9) Hazard/four (4) way warning lights.
- 10) Emergency brake.
- 11) Steering mechanism and suspension including tie rods, drag link, pittman arm, ball joints, etc.
- 12) Windshield wipers and washers.
- 13) Horn.
- 14) Rear view and side mirrors.
- 15) Exhaust system, exhaust system hangers and clamps.
- 16) All interior lights.
- 17) Fluid levels of oil, coolant, windshield washer solvent, transmission, differential and power steering units.
- 18) Battery, charging system, terminals and cables and battery box.
- 19) Heating and air conditioning systems.
- 20) Frame, cross members and body joints.
- 21) Operation of the engine starting system circuit.
- 22) Drive shaft, U-joints, CV joints and boots.
- 23) Fuel, oil, coolant or other fluid leaks.
- 24) Air and emission filters and valves.
- 25) Hoses, clamps and belts.
- 26) Operation of all gauges.
- 27) All grease points on chassis, hinges, locks, suspensions systems, etc.
- 28) Engine oil and filter.
- 29) Tires.
- 30) Body damage, rust, interior, seats, knobs, doors, carpet, switches, headliners, etc.
- 31) Air filter.
- 32) Items included in tune up.
- 33) Brake components (pads, shoes, rotors, drums, hardware, hoses, etc.) as required.
- 34) Perform road test to detect any deficiencies.

SCOPE OF SERVICES

- A. The Contractor shall provide preventive, maintenance, remedial repairs/overhaul, minor repairs from accidents, misuse, abuse or vandalism, welding, fabrication, and all motor services currently outsourced by the City.

The Contractor shall furnish all required supervision, labor, tools (specialty and hand tools), TMDE, parts, supplies and materials to maintain the fleet in a state of repair and service consistent with generally

accepted fleet practice and as defined in this RFP. The successful Contractor shall supply their own equipment (including vehicles), fuel, and maintenance for road services, parts running, etc. Additionally, the Contractor must provide a fully staffed maintenance operation for a minimum of Monday – Friday from 8:00 AM to 5:00 PM each week.

All equipment listed on the City Owned Equipment list (Exhibit G) shall be included for repair in the proposal (except deisels and heavy equipment). There shall be no exceptions or deletions based on age, condition, miles/hours, type of use, etc., nor shall there be a repair cost “cap” of any equipment listed in Exhibit G. Any deletions, exceptions or repair cost caps may result in rejection of the entire proposal.

1. Preventive Maintenance

It is the responsibility of the Contractor to implement a preventive maintenance (PM) program to service all vehicles and equipment in the City’s fleet as listed in the City Owned Equipment list (Exhibit G). Preventive maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis to facilitate operations with a minimum of downtime. The PM program shall be presented in detail in the proposal and shall be designed in accordance with recognized good fleet management practice and meet or exceed the terms and conditions required to comply with the OEM specifications. The proposed PM shall at a minimum, include the specifications outlined herein but is subject to modification upon mutual agreement of the city and the awarded Contractor. It is therefore critical that each proposal be submitted exactly as explained below. All management functions of the fleet shall remain with the City unless exceptions are noted below. Non-conforming proposals may be eliminated.

2. Preventive Maintenance Program

Preventive maintenance shall be performed on all City vehicles and equipment listed in Exhibit G and any vehicles and equipment added to the fleet during the term of the Contract.

3. Preventive Maintenance Scheduling

Preventive maintenance shall be scheduled on a usage basis with calendar time override. That is, each Contract vehicle and piece of equipment shall be scheduled for preventive maintenance based on a usage limitation (miles or hours) or time since the last PM, whichever comes first. (CAT/LYNX buses have their own PM Schedules based on miles and compliant with ADOT/FTA/DOT regulations). The Contractor shall complete and file an “inspection form” approved by the City for each PM performed on each vehicle and piece of equipment.

It shall be the City responsibility to develop and implement a PM scheduling system that provides immediate notification to the City’s operating departments when PMs are scheduled for vehicles and equipment. This schedule shall provide for three (3) days advance notice of scheduled service. The Contractor’s Site Manager shall work with the City Contract Manager to schedule actual dates of service.

4. Preventive Maintenance Performance

The timely performance of preventive maintenance is the responsibility of the Contractor for all vehicles and equipment. The only authorized exception to this section shall be when a vehicle or piece of equipment fails to be presented by the operating department. In such an instance, written notification shall be provided to the City detailing dates, times, department, vehicle number, and name of the department manager notified so that the City may address the problem.

5. Preventive Maintenance Intervals

Preventive maintenance services and service intervals shall meet all specifications listed in Section 10 or exceed OEM recommendations for such service. The program is subject to modification upon mutual agreement of the City and the awarded Contractor.

6. Preventive Maintenance Scheduling for New Equipment

As part of placing in service newly acquired vehicles and equipment, the Contractor's Site Manager and the City shall jointly review and establish the proposed PM schedule to be specifically followed for that vehicle or piece of equipment.

7. Preventive Maintenance Oil Analysis Program

Upon the City's request, the Contractor shall provide an oil sampling program for use as a diagnostic aid in determining service levels, repairs and intervals along with adjusting vehicle replacement schedules. The oil sampling program shall include but not be limited to the following:

- a. All diesel and auxiliary engines.
- b. Hydraulic systems for personnel aerial lift devices, boom trucks, ladder trucks, etc., exclusive of hydraulic brake systems.
- c. All construction equipment so designated by the City and agreed to by the Contractor, which may or may not fall into the range of equipment designated above.

Any requested oil sampling services shall be billed at the contracted hourly rate.

8. Preventive Maintenance Coolant Analysis Program

Upon the City's request, the Contractor shall provide a coolant sampling program for use as a diagnostic aid in determining coolant/filter change intervals along with detection of engine cooling problems. This program is to include all liquid cooled engines.

Any requested coolant system analysis services shall be billed at the contracted hourly rate.

9. Personal Lift Device Inspection and Certification

The Contractor shall develop and implement an annual program for the inspection and certification of all City owned personal lift devices in accordance with state, Federal or local standards. The inspections shall be completed by a certified inspector hired by the Contractor once per year. Each fifth year the vehicle shall be transported to the manufacturer's distributor or City approved vendor for its five (5) year inspection and rebuild as required. A written report of findings, corrective actions taken and certification shall be provided to the City, Risk Manager and operating department. Additionally, a copy shall be included in the individual equipment vehicle files maintained by the Contractor for the City. The Contractor shall be responsible for the certification and cost of the certification including mandatory rebuilds of these devices included in the contract cost.

10. Preventive Maintenance (PM) Schedule

Preventive Maintenance (PM) shall be performed according to manufacturer's requirements. The items listed below shall also be performed at each PM.

Safety checklist: The following items must be inspected at every PM:

- 1) Headlights.
 - c) high beam
 - d) low beam
- 2) Beam indicator light.
- 3) Parking lights.
- 4) License plate lights.
- 5) Tail lights.
- 6) Stop lights.
- 7) Clearance lights.
- 8) Directional signals.
- 9) Hazard/four (4) way warning lights.
- 10) Emergency brake.
- 11) Steering mechanism and suspension including tie rods, drag link, pittman arm, ball joints, etc.
- 12) Windshield wipers and washers.
- 13) Horn.
- 14) Rear view and side mirrors.
- 15) Exhaust system, exhaust system hangers and clamps.
- 16) Inspect all interior lights.
- 17) Inspect fluid levels of oil, coolant, windshield washer solvent, transmission, differential and power steering units.
- 18) Inspect battery, charging system, terminals and cables and battery box.
- 19) Inspect heating and air conditioning systems.
- 20) Inspect frame, cross members and body joints.
- 21) Inspect operation of the engine starting system circuit.
- 22) Inspect drive shaft, U-joints, CV joints and boots.
- 23) Inspect any fuel, oil, coolant or other fluid leaks.
- 24) Inspect air and emission filters and valves as needed.
- 25) Inspect hoses, clamps and belts.

- 26) Inspect operation of all gauges.
- 27) Inspect all grease points on chassis, hinges, locks, suspensions systems, etc.
- 28) Inspect engine oil and filter.
- 29) Inspect tires as required.
- 30) Inspect vehicle for body damage, rust, interior, seats, knobs, doors, carpet, switches, headliners, etc.
- 31) Inspect air filter as necessary. Must be completed at a minimum of twelve (12) months or 12,000 miles whichever occurs first.
- 32) Inspect brake components (pads, shoes, rotors, drums, hardware, hoses, etc.) as needed to ensure proper functioning. **NOTE:** Every brake job shall include a new brake hardware kit including springs, hold downs, rollers, etc.
- 33) Perform road test and correct any deficiencies.

a. Tractors / Heavy Equipment / Diesel / Specialty Equipment

Tractors (farm type), fire trucks, diesel powered equipment, bus lifts, and other heavy/specialized equipment **will be excluded from this agreement as determined by the City.**

b. Trailers

Light Duty Trailers (up to one ton) - conduct a semi-annual safety inspection, complete lubrication, repack wheel bearings and repair as required.

Heavy Duty Trailers (exceeding one ton) - provide quarterly safety inspections and complete repair and lubrication including operation of any attachments such as winches, ramps, gates, etc., in accordance with Federal Motor Carrier regulations.

c. Ancillary Services

1) Quick Fix

The Contractor will provide a quick fix solution for repairs of less than one (1) hour duration. This service shall be offered at all times during normal hours of business operation as part of the Contract cost. Typical quick fix repairs may include but are not limited to lights, wiper blades, battery replacements, etc.

2) Parts

The Contractor shall be responsible for purchasing and maintaining the entire parts and supplies inventory for all commonly used parts, lubricants, tools and operating supplies (hereafter "parts") that are required for preventive maintenance services. All parts shall meet or exceed OEM specifications. The Contractor shall manage the inventory consistent with good inventory management practices.

The Contractor shall set inventory levels in a realistic manner to support the number and type of vehicles operated by the City. The City shall have oversight of inventories and may adjust quantities up or down. The City reserves the right to reject parts not meeting OEM specifications.

If the Contract is severed prior to the end of the Contract period, the City will purchase the remaining inventory from the Contractor at the actual cost paid. Therefore, it is imperative that the Contractor maintain an accurate accounting of inventory value at all times during the term of the Contract.

3) Training

The Contractor shall provide continuous training for his/her employee. The City shall be made aware of all training. Systems included on CATS/LYNX Buses should be considered in regards to contractor's employee training.

4) Re-Repair

Re-repair is the repair of the same failure within the warranty period due to parts failure, mis-diagnosis or mechanic error. The Contractor shall track and identify re-repair work and shall not include the cost of re-repairs, parts, labor or supplies in the monthly statement.

1) Misuse, Abuse or Negligence of Equipment

The City wishes to have any knowledge of equipment misuse, abuse or negligence by its employees. The Contractor shall be required to submit suspected reports of misuse, abuse or neglect to the City in any case where evidence provides reasonable cause to suspect misuse, abuse or negligence. The Contractor will inform the City via email or telephone immediately, followed by a written report.

2) Welding and Fabrication

Welding and fabrication are integral parts of fleet maintenance operations and all costs including welding rod, wire, supplies, protective clothing and equipment and all materials (steel aluminum, etc.) are the responsibility of the Contractor. All welding and fabrication requirements as part of repairs shall be performed at all times during the term of the Contract period.

Welding and fabrication required as part of repairs shall be billed at the contracted hourly rate.

3) Fleet Management Information System

The Contractor shall own and provide the Fleet Management System. It will be operated by the Contractor and 100% access to the City's records shall be available to the City with unrestricted access at all times via the internet.

4) Fleet Management Reporting Requirements

The Contractor shall provide the City or designee access at all times to electronic data, books, records, correspondence, instructions, plans, drawings, receipts, invoices, vouchers and memoranda of every description, pertaining to the work under the Contract for the purposes of audit and verification of work performed.

The information system shall provide records on all repairs and services performed for each vehicle and piece of equipment. Under no circumstances shall the originally assigned City equipment number be changed or altered and all record entries shall utilize the original vehicle/equipment number. All previous history with the vehicles and equipment shall remain intact with the originally assigned City equipment number. The Contractor shall enter daily, all repair work order data including labor, contracted services, parts transactions, fuel charges and other data deemed necessary by the City. The Contractor shall provide work orders, PM inspection reports and other special forms necessary for meeting the requirements of this Contract.

At the termination of the contract, the Contractor shall provide a digital record of all vehicles detailing the services provided for each vehicle. This record must be in a format that can be utilized by the City and/or another maintenance provider.

5) Files

The Contractor shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information necessary to properly service all City vehicles and equipment. A computer database is sufficient to meet this requirement.

A history shall be maintained by the Contractor for each City vehicle and piece of equipment. This folder shall contain, in chronological order, all work orders generated specific to the vehicle or equipment, correspondence of any nature pertaining to the vehicle or equipment such as manufacturer's recall orders or service bulletins and memoranda pertaining to service and repairs. Additionally, all vehicle and equipment folders shall contain information such as make, year, model, vehicle identification number (VIN) and a spare set of keys where applicable.

6) Outside Repairs

The Contractor shall be responsible for arranging and managing the conduct of outside repairs which cannot be economically performed in house and shall be responsible for continuing review of the need for specific outside repairs as opposed to performing such work in house. These outside repairs may include transmission overhaul and repair, radiator repair, engine overhaul and repair, hydraulic system repair or overhaul, major equipment overhaul or repair and other such works orders done to minimize the City's down time. Outside repairs shall be discussed with the City to ensure the outside versus inside repair decision remains justified. All responsibility, paperwork, invoicing, quality control, vehicle movement to and from outside repair facilities, costs, vehicle security, etc., shall be the responsibility of the Contractor and part of the Contract cost.

7) Subcontracting

The Contractor may subcontract services with prior approval of the City. No such approval shall be construed as making the City a party of or to such subcontract or subject the City to liability of any kind to the subcontractor. No subcontract of any kind shall under any circumstance, relieve the Contractor of its liability and obligation.

under the Contract and despite any subcontract, the City shall deal through the Contractor and subcontractors shall be dealt with as workmen and representatives of the Contractor.

The City reserves the right to request more than one (1) proposal for any subcontract work and shall have the right to approve or disapprove the subcontractor. The Contractor's plan for subcontract repair shall be stated in the proposal. All subcontract repair costs shall be the Contractor's responsibility and included in the Contract cost.

Directed items for repair not covered in this Contract but deemed necessary by the City to keep the fleet in a well maintained condition shall also be included in the Contract cost.

Directed repairs for items not covered in this Contract which are not considered to be necessary for proper fleet maintenance shall not be included in the Contract cost but shall be invoiced time plus actual parts and materials cost. The time charge for such repairs shall not exceed that published in the MITCHELL flat rate table, latest edition if work is automotive related. All welding and fabrication functions as described above are included in the Contract cost and therefore not subject directed repair costs.

8) Emergency Conditions

The Contractor shall mobilize the shop and provide repair and maintenance services for the duration of emergency situations such as flood, hurricane, snow storm, earthquake, fire, tornado, etc. and other emergencies declared by the Mayor. Such service shall include adequate staffing to ensure continuous twenty-four (24) hour support for the emergency period or required by the Mayor or designee. Such circumstances may occur outside normal hours of business operation and can involve any number of employees or equipment. Costs incurred for operations outside of normal duty hours shall be billed at a rate of no more than the agreed hourly or overtime labor costs plus cost of parts and materials. Services provided outside the scope of work of the Contract shall be billed separately. Staffing levels during emergencies shall be approved by the City.

Repair priorities in emergency situations may be revised by the Mayor or designee.

9) Facilities

A facility to be owned or leased and operated by the Contractor shall be included in the Contract cost and subject to approval by the City prior to the start of the Contract. All costs for necessary operational requirements such as water, electricity, HVAC, telephone, gas, propane, garbage and hazardous waste disposal, recycling of batteries, coolant, Freon, oil and fluids, etc., shall be borne by the Contractor and included in the proposed Contract price. This shall include any maintenance costs to the structure or systems such as plumbing, HVAC, electrical, etc. These costs shall be included in the proposed Contract price.

10) Permits, Licenses and Fees

All permits, licenses and fees required for the Contractor to conduct all requirements of this Contract shall be the responsibility of the Contractor. Any non-compliance items discovered by OSHA, Department of Environmental Protection (DEP), American National Standards Institute (ANSI), etc. shall be the responsibility of the

Contractor and must be corrected, repaired, or replaced as required and brought into conformance without undue delay. All costs for compliance fines levied shall be the responsibility of the Contractor.

11) Tools and Equipment

The Contractor must provide all equipment, tools, hoist, lifts, drains, and office furniture except that used by the City. The Contractor may provide or purchase other equipment with his/her own funds and shall be wholly owned by the Contractor. Installation of such equipment is subject to approval by the City.

12) Quality Assurance Program

The Contractor shall provide the City a Quality Assurance Program for the maintenance of City vehicles and equipment.

Performance standards shall include, as a minimum, as follows:

- a) Fleet availability.
- b) Manufacturer's warranties.
- c) PM Performance.
- d) Repair performance.
- e) Parts availability.

Fleet availability/downtime shall use the following definition: "A piece of equipment or vehicle is considered down if it is unavailable for its intended purpose for any reason." Downtime begins from the time the City department notifies the Contractor until the time it is repaired and made available for its intended function. The following classifications of vehicles shall have differing acceptable downtime limitations. Penalties shall occur when those limitations are exceeded as listed below:

Performance Requirements and Penalties

<u>Required Performance Standards</u>	<u>Acceptable Percentage or Occurrences</u>	<u>Frequency of Evaluation</u>	<u>Percentage Penalty on Monthly Invoices (per evaluation period)</u>
1. Fleet Availability			
Total Fleet	95%	Monthly	1.00%
Administrative vehicles	95%	Monthly	.50%
Special purpose vehicles	95%	Monthly	.50%
Ground maintenance vehicles	95%	Monthly	.50%
Buses	95%	Monthly	.50%
2. Re-Repairs	2	Monthly	1.00%

	occurrences		
3. Adherence to specified hours of operation	1 occurrence	Daily	1.00%
4. Adherence to deadlines (reports, investigations, etc.)	1 occurrence	Monthly	.50%
5. Total fleet downtime per day due to parts supply	1 occurrence	Monthly	1.00%

13) Repair Priority

The Contractor shall provide preventive maintenance, scheduled and unscheduled repairs to vehicles in a priority set by the City.

14) Hours of Operation

The Contractor's shop shall be open, a minimum of, Monday through Friday from 8:00 AM to 5:00 PM. The Contractor may vary operating hours only upon approval of the City. Vehicles and equipment will be accepted for PM's or repair during these hours. The Contractor may, at their option, work on City vehicles and equipment on scheduled City holidays but will not be required to accept vehicles and equipment for PM or repair during holidays. Contractor must be available or arrangements shall be made for weekend and holiday drop-offs (primarily for Public Safety and Transit). City holidays observed are as follows:

- New Year's Day
- Martin Luther King, Jr./Civil Rights Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Day

15) Investigation

The Contractor shall support the City with technical investigations related to the fleet. Such investigations may include accidents, abuse, or other issues of a technical nature.

16) Inspection of Work

The Contractor shall furnish the City or designated representative every reasonable opportunity for inspection to determine if work is being performed per the terms of

this Contract. The City shall provide a twenty-four (24) hour notice of such inspection.

17) Auditing of Contractor

The City or designee shall have access to all of the Contractor's personnel books, records, invoices, correspondence, instructions, plans, drawings, invoices, receipts, vouches and memoranda of every description pertaining to work performed under this Contract for the purpose of verifying actual work performed. The Contractor shall make all efforts to accommodate such requests for audit by the City at any reasonable time.

18) Changes to the Fleet

In the event of an increase or decrease in the size of the City's fleet of five percent (5%) or more, the Contractor and the City shall have the opportunity to negotiate an increase or decrease in the Contract cost.

19) Waste

The Contractor shall be responsible for disposing of all trash, oil, oil filters, fluids, batteries, parts and all other waste generated in the repair/service requirements of this Contract. Price shall be included in the Contract cost. All such disposal must be in accordance with current city, county, state and Federal regulations and laws. The Contractor shall be responsible for training employees regarding working with hazardous materials. Additionally, the Contractor shall comply with all Federal "Right to Know" regulations and legislation. The Contractor shall hold the City harmless for any and all actions of the Contractor regarding storing, handling and disposal of waste.

20) City's Responsibilities

- a) Communicate regularly with the Contractor to resolve questions and issues on a daily basis.
- b) Make all data available to the Contractor, which in the opinion of the City, is necessary to for the Contractor to provide quality service under the terms of this Contract.
- c) Insure the Contractor has access to repair or maintain all vehicles and equipment under the terms of this Contract.
- d) Provide purchasing support for any directed repairs as required.
- e) Pay for all fuel for all vehicles and equipment except that owned and operated by the Contractor.

EXHIBIT B
OFFER SECTION

A. OFFEROR

Firm Name: Reese & Sons Tire Inc.

Contact Name: Brad Dixon

Principal Address: 2435 E. State Route 89A
Cottonwood, AZ 86326

Local Address: " "

Phone: 928-634-5243 Fax: 928-634-9203

E-Mail: bdixonsta@gmail.com

Type of Organization: New Tires & Auto Repair Tax ID #: 86-0693264

License #: 13-026905E City of Cottonwood Business Registration #: ~~16-0991~~ 17-0991

B. Exceptions to RFP: None
(See Information & Instructions §4.5.4 Exceptions to Solicitation and Section 1, paragraph 2 of the RFP)

C. Disclosure of Debarment information: None
(See Information & Instructions §4.5.5 Disclosure)

D. Disclosure of Related Party Transactions: See attached Price Matrix
(See Information & Instructions §4.5.6 Related Party Transactions)

E. COST: Offeror will state a cost for:

a. Hourly rate for repairs. \$ 65.00

b. Hourly cost of overtime repairs. \$ 110.00

F. Offeror certifies that they ☒ are or ☐ are not able to provide vehicle maintenance services for the entire fleet for the City of Cottonwood.

G. Offer certifies that they ☒ do or ☐ do not have a computerized records management system accessible by the City that contains the vehicle maintenance data. If Offer does have a computerized records management system, is the system capable of importing and exporting vehicle maintenance files? ☒ Yes ☐ No

H. PRICE MATRIX: Offeror will provide the price matrix for percentage markup on parts and supplies for City repairs and maintenance.

I. LIST OF MAJOR SUPPLIERS: American Tire, Dealers Tire, TCI Berlin, Omniscience,
Napa, O'Reilly, Autozone, BB, SC Fuels, Jasper Engines & Transmissions, Fairhardt
Dealerships, Larry Green, LKQ, Jones Ford, Creative Bus Sales, Arizona Emergency Products

- J. **APPROACH TO PROPOSAL:** Offeror will describe their approach to the City's need for a turnkey fleet vehicle maintenance solution (attach as separate document if needed).

See Attachment #1

TURNAROUND TIME: Offer will provide a turnaround time for all public safety vehicles of see Attachment #1 days/hours.

- K. **REFERENCES** (Must be provided):

Provide names, addresses and telephone numbers of a minimum of three (3) references (public or private sector) to which you have provided similar goods or equipment. An additional sheet may be attached if needed.

1. Entity: Taylor Waste
Address: 319 S. 6th Street Cottonwood, AZ 86326
Contact: Chris Taylor
Phone: (928) 649-2662

Goods or Services supplied and when provided: Fleet Maintenance, Full
Automotive Repair, Commercial Tires & Wheels

Duration of Contract: 20⁺ Years, Daily

2. Entity: Graham's Integrity Auto Sales
Address: 777 AZ-89A Cottonwood, AZ 86326
Contact: Graham Robertson
Phone: (928) 202-3440

Goods or Services supplied and when provided: Full Automotive Repair,
Tires & Wheels. Daily.

Duration of Contract: 5 years

3. Entity: Blind Brothers
Address: Park Main Plaza, 437 S. Main St. Cottonwood, AZ 86326
Contact: Jeremy
Phone: (928) 634-2423

Goods or Services supplied and when provided: Full Automotive Repair, Tires
and Wheels. Weekly.

Duration of Contract: 10 years

- L. **FACILITY INFORMATION:** Offeror will state the location of their proposed facility, its principal maintenance and safety features (number of bays, lube racks, lifts, special equipment, etc.)

Facility Location: 2435 E. State Route 89A Cottonwood AZ 86326

Principal Maintenance and Safety Features (attach as separate document if needed): _____

See Attachment #1

M. **RECEIPT OF ADDENDA:**

Offeror acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
<u>2017-AS-03(2) Addendum #1</u>	<u>3-23-17</u>
_____	_____
_____	_____

By signing below, the Undersigned certifies that the statements provided herein are accurate and certifies the intent to be bound by such statements.

Name of Contractor: Brad Dixon - Reese & Sons Tire Inc.

Signature: Bradley Dixon

By: Bradley Dixon

Title: Vice President

Business Address: 2435 E. State Route 89A
Cottonwood, AZ 86326

Telephone: 928-634-5243

Email Address: bdixonrta@gmail.com

EXHIBIT C
CERTIFICATE OF INSURABILITY

I hereby certify that as an Offeror to City of Cottonwood (City) for Solicitation No. 2017-AS-0321, I am fully aware of insurance requirements contained in the Contract and by the submission of this offer. I hereby assure City that I am able to produce the insurance coverage required should I be selected to be awarded the Contract.

Should I be awarded the Contract by City and then become unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this shall constitute a material breach of this Contract and shall be subject to penalties up to and including termination of the Contract at the sole discretion of the City. I also understand and am fully aware that I may not be considered for further projects by City.

Bradley O. D.
Signature of Offeror

Reese & Sons Tire Inc.
Company

3-13-17

Date

EXHIBIT D
CONTRACTOR IMMIGRATION WARRANTY
(To Be Completed by Contractor Prior to Execution of Contract)

A.R.S. § 41-4401 (Government procurement, E-verify requirement, definitions) requires as a condition of your Contract, verification of compliance by the Contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the Contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: 2017-AS-03(2)		
Name (as listed in the contract): Reese-Sons Tire Inc.		
Street Name and Number: 2435 E St. Rt. 89A		
City: Cottonwood	State: AZ	Zip Code: 86326

I hereby attest that:

1. The Contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this Contract;
2. The Contractor shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee who provides services or labor in Arizona for wages or other remuneration, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to Contractor.
3. All subcontractors performing work under this Contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.
4. The Contractor acknowledges that a breach of this warranty by the Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Owner.
5. Owner retains the legal right to inspect the papers of Contractor, and any subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of Contractor and each subcontractor and sub-subcontractor who works on this Contract, to ensure that Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

Signature of Contractor (Employer) or Authorized Designee:

Bradley O Dixon

Printed Name: Bradley Dixon

Title: Vice President

Date (month/day/year): 3-13-17

EXHIBIT E
NON-COLLUSION AFFIDAVIT

STATE OF: Arizona)
) ss
CITY OF: Cottonwood)

Bradley Dixon
(Name of Company Representative)

being first duly sworn, deposes and says:

That he/she is Vice President of Reese Sons Tire Inc.
(Title) (Name of Company)
and

That pursuant to Section 112 (C) of Title 23 USC or other applicable laws, he/she certifies as follows:

That neither he/she nor anyone associated with the said

City of Cottonwood
(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding for the bid for the:

FLEET VEHICLE MAINTENANCE SERVICES

This bid is genuine and not made in the interest of or on behalf of any undisclosed firm or corporations and is not submitted to conform to any agreement or rules of any group, association, organization or corporation. Bidder has not submitted a false bid or solicited whether directly or indirectly with any other Bidder to submit a false bid which would give one particular bid any advantage over others or the owner.

By: Bradley Dixon
(Signature of Individual/Representative)

STATE OF: Arizona)
) ss
COUNTY OF: Yavapai)

On this the 13 day of March, 2017, before me, the undersigned NOTARY PUBLIC, personally appeared Bradley Dixon, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: May 10 2019

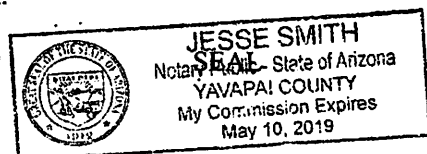


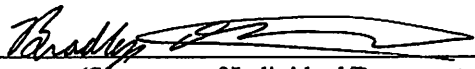
EXHIBIT F
DISCLOSURE OF RESPONSIBILITY STATEMENT

- A. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- B. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor.
- C. List any convictions or civil judgments under state or federal antitrust statutes.
- D. List any violations of contract provisions such as failing to perform (without good cause), or unsatisfactory performance, in accordance with the specifications of a contract.
- E. List any prior suspensions or debarments by any governmental agency.
- F. List any contracts not completed on time.
- G. List any penalties imposed for time delays and/or quality of materials and workmanship.
- H. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

I, Bradley Dixon, as Vice President
Name of individual Title & Authority

of Reese & Song Tire Inc., declare under oath that the above statements, including
Company Name

any supplemental responses attached hereto, are true.

By: 
(Signature of Individual/Representative)

STATE OF: Arizona)
) ss.
COUNTY OF: Yavapai)

On this the 13 day of March, 2017, before me, the undersigned NOTARY PUBLIC, personally appeared Bradley Dixon, who acknowledged to me that they executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: May 10, 2019

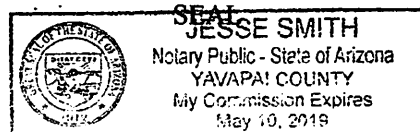


EXHIBIT G

CITY-OWNED FLEET

Description (Any diesel, or heavy equipment contained on this list is not included in fleet to be maintained)

- 1 "Muster Wagon" Trailer (\$4K)
- 2 Traffic Control Trailer 12' x 5' Reynolds
- 3 Traffic Control Trailer 12' x 5' Reynolds
- 4 Mustang Wagon trailer
- 5 2008 Grave Box 5th Wheel Trailer (\$89,775) Back-up
- 6 1999 Sunray Lighted Sign Trailer (\$2K)
- 7 2010 Pace Trailer (\$1,500)
- 8 2007 Ford F750 Water Truck (\$36K)
- 9 1977 Haul Rite Trailer (1K)
- 10 2007 Chevy Tahoe (24K)
- 11 2014 Diamond Box Arsenic Trailer (\$15K)
- 12 1998 Ford 1/2 Ton Pickup
- 13 2003 Ford F250 (18K)
- 14 2012 Chevy Tahoe
- 15 2009 Humvee Truck (\$43K)
- 16 2008 Honda Motorcycle (26K)
- 17 2009 Humvee Truck (\$43K)
- 18 1999 Chevy 2500 PU (20,000)
- 19 2003 Ford Crown Vic
- 20 2008 Ford Ranger (19K)
- 21 1995 Pierce Pumper (75K)
- 22 1998 Ford Ranger
- 23 2005 Ford Pickup (20K)
- 24 1994 Chev PU (\$19,000)
- 25 2007 Chevy Tahoe (24K)
- 26 2000 Ford Crown Victoria
- 27 2007 Chevy Pickup (\$30K)
- 28 2007 Ford PV (15K)
- 29 2015 Chevy Arboc
- 30 2003 Ford XSN (19k)
- 31 2003 Ford Sport 2DSW (8K)
- 32 2006 Laymore Sweeper (\$17K)
- 33 1998 Ford Taurus (10,275)
- 34 2007 Freightliner M2106 (150K)
- 35 1945 Howe Antique (10K)
- 36 2015 Chevy 1500 4WD \$46,869
- 37 1978 Homemade Flatbed Trailer (\$1,500)
- 38 1998 Toyota 4-Runner (27K)
- 39 Trailer 16' x 6' Hale Landscape Trailer
- 40 2008 Chevy Van (\$44K)
- 41 2011 Dodge Pickup (\$22K)
- 42 2009 Ford Crown Vic
- 43 2009 Ford Crown Vic

- 44 2008 Ford Ranger 4x4 (20K)
- 45 1993 Ford Pickup (\$5K)
- 46 2013 Chevy Silverado (\$41K)
- 47 2005 Ford F350 (19K)
- 48 1991 Dodge Caravan (6,000)
- 49 2012 Dodge Pickup (\$28K)
- 50 2006 International 420DP (150K)
- 51 2004 Chevy Cavalier (14K)
- 52 2001 Vermac Lighted Sign Trailer (\$1K)
- 53 2008 Ford Crown Vic (22K)
- 54 2008 Ford Crown Vic (27K)
- 55 2008 Ford Crown Vic (22K)
- 56 2008 Ford Crown Vic (22K)
- 57 2007 Ford F450 (\$35,203)
- 58 1994 Ford F150 (11K)
- 59 1990 Zieman Motorcycle Trailer
- 60 2007 Ameri LaFrance Fire Tk (400K)
- 61 2003 Ford F150 (17K)
- 62 2003 Ford F150 (17K)
- 63 2003 Ford F150 PU (20k)
- 64 2003 Chevy Impala
- 65 2003 Ford F150 PU
- 66 2013 Chevy Tahoe (\$42K)
- 67 2013 Victory Motorcycle
- 68 2010 Chevy 23 Pass Bus (\$136K)
- 69 2005 Ford F150 PU
- 70 2008 Ford 1/2 Ton 4x4 (26K)
- 71 2007 Intl Armored Vehicle (\$684K) MRAP
- 72 2000 Ford 15V (30K)
- 73 2013 Chevy 2500 PI \$34K
- 74 2010 Chevy 19 Pass Bus (\$129K)
- 75 2010 Chevy 19 Pass Bus (\$129K)
- 76 2007 Ford Crown Vic (24K)
- 77 2007 Ford Crown Vic (24K)
- 78 2007 Ford Crown Vic (24K)
- 79 2007 Ford Crown Vic (24K)
- 80 2007 Ford Crown Vic (24K)
- 81 2009 Ford Pickup (40K)
- 82 2001 Ford F550 Boom Truck (55,000)
- 83 2011 Dodge Pickup (\$21K)
- 84 2005 Chevy Silverado PV (18K)
- 85 2008 Chevrolet Uplander (\$13,477)
- 86 2015 Dodge Ram
- 87 2010 Chevy 19 Pass Bus (\$133K)
- 88 1998 Ford Crown Victoria
- 89 1987 Emergency-1 Ladder Tk (50K)
- 90 2009 Chevy 2500 HD
- 91 2009 Ford F250 Pickup (\$26K)

92 2000 Ford F350
 93 2012 Spartan Pumper (\$468K)
 94 2008 Ford Taurus (22K)
 95 2003 Ford Crown Vic
 96 2003 Ford Crown Vic
 97 2008 INTERNATIONAL
 98 1995 Ford Aerostar Van (\$15,000)
 99 2009 VMA Trailer (\$2,000)
 100 2010 Chevy ARBOC
 101 2014 PJ Utility Trailer (\$2K)
 102 2007 Chevy Tahoe (24K)
 103 2010 Polaris Ranger (13K)
 104 1995 Ford 3/4 T PU (\$15,000)
 105 1999 Chevy 2500 PU (20,000)
 106 2001 Dodge Dakota PU
 107 2005 Chevy Silverado PV (18K)
 108 2013 Chevy Tahoe
 109 2015 Eldorado Aeros Bus (\$147,449)
 110 2015 Eldorado Aeros Bus (\$147,449)
 111 2010 Chevy Pickup
 112 2011 Chevy 10 Pass Bus (\$128K)
 113 2010 Chevy 19 Pass Bus (\$133K)
 114 2013 Chevy Tahoe
 115 2007 International 4200 (58K)
 116 2004 Chevy Dump Truck (\$7k)
 117 2002 Ford Taurus (16,000)
 118 2015 Chevy Silverado
 119 2007 Ford Crown Vic
 120 2009 Ford Crown Vic
 121 2007 GMC Yukon (\$32K)
 122 2015 Chevy Arboc
 123 2003 Ford F250 (18K)
 124 2007 Chevy Tahoe (24K)
 125 2011 PJ Trailer Brine Hauler (\$3K)
 126 2010 Polaris Ranger (13K)
 127 2002 Dodge Ram PU (18,000)
 128 2002 Mercury Grand Marquis
 129 2012 Chevy Tahoe
 130 2006 Ford Crown Vic
 131 1998 Chevy 32' Mtrhome (40K)
 132 1984 Chevy Pickup (\$2K)
 133 2006 Ford 10 Pass Bus (\$53K)
 134 2001 Ford Expedition (10K)
 135 2011 John Deere Gator 815IXUV (\$14K)
 136 2007 Chevy Tahoe (24K)
 137 2013 Chevy Tahoe
 138 2007 Chevy Tahoe (24K)
 139 1997 Chevy Pickup (13K)

- 140 2006 Carson car Hauler (\$2760)
- 141 2000 Ford Van (8K)
- 142 2013 Chevy Tahoe
- 143 2007 Harley Davidson Mtrcycle (20K)
- 144 1999 Dodge Durango
- 145 2007 Chevy Tahoe (24K)
- 146 2011 Ford F150 Pickup (\$29K)
- 147 2009 Honda EXL 12
- 148 1996 Athey Sweeper (\$114,500)
- 149 2008 Chevy Tahoe (55K)
- 150 1998 Chev 1 Ton Dump
- 151 2008 Chevy Tahoe (55K)
- 152 2015 Chevy Arboc
- 153 2007 Chevy Tahoe (55K)
- 154 2015 Chevy Arboc
- 155 2004 Honda Accord
- 156 2007 Chevy 1ton PU (22K)
- 157 2006 Ford Crown Vic
- 158 2003 Volks Passat
- 159 2016 Chevy PU 1500, 2 WD, 4-door
- 160 2016 Chevy PU 2500, 2WD, Util Bed
- 161 2016 Chevy PU 2500, 2 WD, 4-door
- 162 2016 Chevy PU 2500, 2WD, Util Bed
- 163 2016 Chevy PU 2500, 2 WD, Util Bed
- 164 2017 PJ 22' Deck over tile Trailer
- 165 2016 Chevy PU 1500
- 166 2013 Kia CP (\$19,800)
- 167 2001 VerMac Message Board Trailer
- 168 2001 Ford EXT 4DSW (\$322K)
- 169 2000 Ford CVP 4DSD
- 170 2015 Chevy 2KH 3/4 PU (\$32K)

EXHIBIT H

LIST OF ACRONYMS

ACRONYM	PHRASE OR NAME
RFP	Request For Proposal
OSHA	Occupational Safety & Health Administration
F.O.B. Destination	Free On Board Destination
A.R.S.	Arizona Revised Statutes
ASE	Automotive Service Excellence
OEM	Original Equipment Manufacturer
BAFO	Best and Final Offer
TMDE	Test, Measurement and Diagnostic Equipment
PM	Preventive Maintenance
VIN	Vehicle Identification Number
DEP	Department of Environmental Protection
ANSI	American National Standards Institute

Reese's Tire & Automotive Tire Pros
2435 E. State Route 89A
Cottonwood, AZ 86326
Phone: 928-634-5243
Fax: 928-634-9703
Email: bdixonrta@gmail.com

City of Cottonwood
Vehicle Fleet Maintenance Operations Proposal: 2017-AS-03(2)

Owner/Contact: Neil D. Dixon
Tax ID #: 86-0693264
Tax License #: 13-026905-E

Introduction

Reese's Tire & Automotive Tire Pros has been successfully family owned and operated in the Verde Valley for 48 years. Generation after generation we continue to pride ourselves in providing quality service at a convenient location, and getting our customers in and out in a timely manner.

Our hours of operation are Monday through Friday 7:30 A.M. to 5:30 P.M. and on Saturdays from 8:00 A.M. to 2:00 P.M. We are closed Sundays. We provide 24-Hour Emergency Service 7 days a week, 365 days a year.

We currently employ 14 team members, many of which have been with us for over five years. Being a family owned business we treat all of our employees as such. We provide training continuously in all aspects whether it be in the office or out in the field.

****Our goal is to provide the utmost professionalism in service for the City of Cottonwood as we have done for all of our customers in the last 45+ years.**

Fleet Maintenance Services

Turnaround Time

The timeline for smaller jobs such as bulbs, windshield wipers, batteries, etc. and tire specific jobs will be approximately 30-45 minutes. On jobs that are of bigger scope the timeframe will depend on the specific job and the availability of parts.

We want to emphasize the fact that all city vehicles will take priority.

**Any Emergency vehicle will be #1 priority in terms of turnaround time.

Facility

Our facility consists of eleven (11) bays, nine (9) of which have vehicle lifts that are certified by OSHA standards and are maintained on a regular basis. Two of these lifts are set up to do alignments, and one of these bays is specifically designated for City of Cottonwood CATS buses. Our mechanical department is flourishing and continues to grow on a yearly basis.

Security

Our facility sits on approximately two acres of land which gives us ample room for vehicle storage and parking, which is secured by fencing around the perimeter of our property including locked gates during after hours. We also have a state of the art surveillance system that consists of (15) total cameras that record 24 hours a day and hold up to (2) weeks of information on the hard drive.

Mechanics/Training

Our mechanics are ASE certified and are continuously updating these certifications. We also have TIA (Tire Industry Association) certified instructors on site and TIA certified Tire Technicians. We have two SEMA Z5 certified high performance qualified employees. We consistently take advantage of educational opportunities to better our company through knowledge and training.

24 - Hour Road Service

Our 24-Hour Road Service is available 7 days a week, 365 days a year. We currently have two Emergency Road Service Vehicles, one of which has a Boom, giving us the capability to handle heavy equipment.

Towing

We will now offer an in-house towing service as well. See attachment #2 for pricing.

Products

We carry a large inventory of oil filters, belts, hoses, batteries, etc. and carry 55 gallon to 250 gallon bulk oils in different weights. We also carry 55 gallon drums of multiple grades of anti-freeze, and DOT approved brake and power steering fluids.

Parts Pricing

(See Attachment #1)

Vendors

We have great buying power due to the relationships we have built over the course of 40+ years with vendors throughout not only the state, but the country as well. These include various Car Dealerships and Specialty Equipment manufacturers. Some of our major vendors include:

SC Fuels; NAPA, O'Reilly; Autozone; BG; Larry Green; Jasper Engines and Transmissions; Earnhardt Dealerships; American Tire Distributors; Omnisource; LKQ; etc.

Warranty

All parts are covered under a 36 month/36,000 mile warranty. Some parts may come with an extended as well as a lifetime warranty. All workmanship is covered 100% under our company policy.

Health & Safety

We conform to all requirements of the government's health & safety regulations, including regulations administered by OSHA.

E-Verify

We comply with all Federal Immigration laws and regulations and use E-verify for all employees.

Insurance

All employees are covered by State Compensation Fund (SCF)(See attachment 3#); Our Business insurance is through Allied Insurance (See attachment #4).

Payments

We accept any and all forms of payments including the City Procurement Card(Mastercard). There will be a 3% convenience fee for any Credit Card transaction.

Billing is done on the 25th of every month and payment is expected by the **10th** of the following month.

Vehicle Information Database

Our new point of sale system is ABMS Tire Guru. This is a nationally recognized point of sale and accounting system that allows us to email invoices, statements, quotes, as well as set specific parts and labor prices for specific customers. Our database has the ability to import and export with a compatible program.

Preventative Maintenance Program

We have worked with one of our suppliers to set up a preventative maintenance program that meets and exceeds OEM recommendations (See Attachment #5). On initial assessment all vehicles will undergo a full inspection. The city will always get a copy of the inspection sheet (See attachment #6). We are also training our mechanics how to use a new digital inspection program that is integrated into our

point of sale system which will give us the ability to email inspection forms and include pictures when necessary.

Any oil or coolant sampling can be collected and sent out for analysis at the request of the City.

Closing

With the combination of a great location, highly trained team members and a more than adequate amount of service bays and equipment we are confident that we can successfully continue to be a key partner in fulfilling the City's vehicle and equipment needs.

With the variety of vendors we have at our disposal and the long term relationships we have built with them we feel that we have a major advantage as opposed to other automotive repair shops in keeping repair costs at a minimum.

Over the past five years we have built a great working partnership with the City of Cottonwood and consider the City to be part of our family here at Reese and Sons Tire.

Attachment #2

Price Matrix

All Parts will be marked up from cost as follows:

<u>Part Cost:</u>	\$1-\$199	35%
<u>Part Cost:</u>	\$200-\$399	25%
<u>Part Cost:</u>	\$400 and up	15%

Proposed Labor Rate: **\$65.00**

Client#: 1178811

REESESON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Road, Suite 250 Phoenix, AZ 85016 602 395-9111	CONTACT NAME: J'nal Beard PHONE (A/C, No, Ext): 713 490-4864 FAX (A/C, No): 610 362-8899 E-MAIL ADDRESS: J'nal.Beard@usi.com																					
INSURED Reese & Sons Tire Inc. Neil Dixon 2435 E Hwy 89 Cottonwood, AZ 86326	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>State Auto Insurance Company</td><td>25127</td></tr> <tr> <td>INSURER B:</td><td>State Auto Property & Casualty</td><td>25127</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Auto Insurance Company	25127	INSURER B:	State Auto Property & Casualty	25127	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSTR	TYPE OF INSURANCE	ADDL SUBR INSR DVID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BOP2687387	07/25/2016	07/25/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CXS2110051	07/25/2016	07/25/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named Insured. The general liability policy(s) provides a Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Cottonwood 816 N Main St Cottonwood, AZ 86326-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Old Republic Surety Company

(Or any of its Affiliated Companies)
P.O. Box 1635, Milwaukee, WI 53201

www.orsurety.com

Small Contract Fast-Bond 750 Application

(For use with Bonds up to \$500,000/\$750,000 Total Aggregate)

- 1) Company REESE & SON'S TIRE INC. TIRE PROS Corp ☒ S Corp ☐ LLC
Address 2435 E. STATE RT 89A Cottonwood AZ 86326 Partnership ☐ Proprietorship ☐
- 2) Year Started 1969 Construction Specialty Tires & Automotive
- 3) Owners/Officers of the Company
- A. Name WEIL DIXON % Owned 100 SSN 526-93-6279
Spouse HELENA DIXON % Owned 0 SSN -
House Address 629 King copper rd clark Own Your Home? Yes ☒ No ☐
- B. Name HELENA DIXON % Owned 0 SSN -
Spouse WEIL DIXON % Owned 100 SSN 526-93-6279
House Address 629 King copper rd clark Own Your Home? Yes ☐ No ☐
- 4) Has the Company, any related entity, any predecessor company, or any owner ever:
- A. Failed in business or been in bankruptcy? Yes ☐ No ☒
- B. Failed to complete a contract or been in a claim with a surety? Yes ☐ No ☒
- C. Been involved in any litigation or been delinquent with any payroll, state, or federal taxes within the last 3 years? Yes ☐ No ☒
- D. Had any liens filed against your projects? Yes ☐ No ☒

Job Information

Owner/Obligee City of Cottonwood 827 N. Main St. Cottonwood, AZ 86326

Job Description/Location 2435 E. State Rte. 89A Cottonwood, AZ 86326

Bid Bond Amount or % 25,000.00 Performance/Payment Bond Amount 25,000.00 Bid Date 3-5 years

Est. Bid/Contract Price \$ 03-01-2017 Your Start Date 03-01-2017 Completion Date 03-01-2022

If job has already bid - bid results: 1) NA 2) NA 3) NA

Maintenance Term 3-5 yrs Liquidated Penalties \$ NA Retainage % NA

Bond Forms: ☐ Old Republic Forms ☐ AIA ☐ Other (Please provide copy)

Total cost to complete (w/o this job) \$ NA Are any of these jobs bonded? Yes ☐ No ☐

Complete when Project is over \$100,000	Largest Contract Completed Last 3 Years (Owner/GC)	Contract Amount	Profit
	<u>NA</u>		
	Type of Work	Contact Person	Phone/Email
	<u>NA</u>		
	Largest Project Currently Underway (Owner/GC)	Contract Amount	Estimated Profit
	<u>NA</u>		
	Type of Work	Contact Person	Phone/Email
	<u>NA</u>		

Agency Information

Agency Name NA For how long has Agency written Company's commercial insurance? NA

Insurance Premiums always paid on time? Yes ☐ No ☐ If no, describe: NA

Experience and Agency recommendation: NA

The applicants and indemnitors certify the truth of all statements in this Application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report. Please note that full indemnity will be required (business, owners and spouses). Also, Surety may ask additional questions or request additional information as needed.

For Bonds and/or Bonded Programs Exceeding \$250,000 up to \$750,000	Company Financial Statements - Please provide latest fiscal year end financial statement. If more than 6 months old, also include the current interim financial statement.
	Personal Financial Statements - Please provide the current personal financial on each owner.
	Certificate of Insurance
	Bond exceeds \$500,000 or Bonded Program exceeds \$750,000? No Problem - Contact your ORSC Underwriter with details.

INDEMNITY AGREEMENT (complete for all applications)

(A FACSIMILE AND OR SCANNED COPY OF THIS AGREEMENT SHALL BE TREATED AS AN ORIGINAL FOR ALL PURPOSES)

I/We the undersigned declare that the above statements are true and correct. I/We hereby apply to Surety, for a bond or any bonds, continuances, renewals, additions and or increases. I/We agree individually and as a firm to fully indemnify and hold harmless Surety from and against any and all claims, demands or legal expenses of any kind or nature which arise by reason of the execution of any bonds issued for and/or on behalf, or at the request of, any and/or all Indemnitors including attorney fees and costs incurred by Surety in enforcing the terms of this Application. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of my/our obligation to Surety. At anytime Surety may demand from the undersigned a monetary sum to secure any actual or contingent liability or claim pertaining to the bond.

I/We authorize Surety as well as its successors and assigns to adjust, settle or compromise any claim, demand, suit or judgment upon said bond(s) and defend such suit and appeal such judgment or at Surety's election to have the case, cross-action or proceeding, or any part of it or any appeal, writ of error, certiorari or any part thereof dismissed. Surety may demand from Principal and/or indemnitors sufficient collateral to discharge any claim against Surety by reason of such suretyship. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss.

I/We understand the bond(s) applied for is a credit relationship, and authorize Surety, or its authorized agents to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted and/or continued. Each of the undersigned, jointly and severally agree to be bound by the terms of the foregoing Indemnity Agreement, as fully as though each of the undersigned were the sole applicant named herein.

Signed this 7th day of December 2016

If sole owner, applicant must sign on behalf of firm. If partnership, authorized partner must sign for partnership. If corporation authorized officer must sign for corporation.

Fraud warning applicable in New York: Any person who knowingly, and with intent to defraud any insurance company of other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and also shall be subject to a civil penalty not to exceed five thousand dollars in the stated value of the claim for each such violation.

Company Name Reese & Sons Tire, Inc. DBA Reese's Tire & Automotive Tire Pros

Signature: Neil D. Dixon

(Person authorized to sign for the Company) Print Name: Neil D. Dixon Title: President

Indemnitors:

Signature: _____

Signature: _____

(Indemnitor) Print Name: _____

(Spouse) Print Name: _____

Signature: _____

Signature: _____

(Indemnitor) Print Name: _____

(Spouse) Print Name: _____

Signature: _____

Signature: _____

(Indemnitor) Print Name: _____

(Spouse) Print Name: _____

Signature: _____

Signature: _____

(Indemnitor) Print Name: _____

(Spouse) Print Name: _____

ALABAMA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof."

ARKANSAS: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

COLORADO: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."

DISTRICT OF COLUMBIA: "WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant."

FLORIDA: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

HAWAII: "For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

KENTUCKY: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime."

LOUISIANA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

MAINE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits."

MARYLAND: "Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

NEW JERSEY: "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

NEW MEXICO: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

NEW YORK: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

OHIO: "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

OKLAHOMA: "WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

PENNSYLVANIA: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

RHODE ISLAND: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

TENNESSEE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

VIRGINIA: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

WASHINGTON: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."

WEST VIRGINIA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

TO OBTAIN WARRANTY SERVICE:

Call 1.800.457.0019 for approval
or referral to the participating
Certified Auto Repair Center

Service Center will contact warranty
administrator for authorization

Once authorized your warranty
repair will be performed by the
approved repair facility

PROPER VEHICLE MAINTENANCE EQUALS:

Extended Vehicle Life

Improved Fuel Milage

Increased Vehicle Dependability

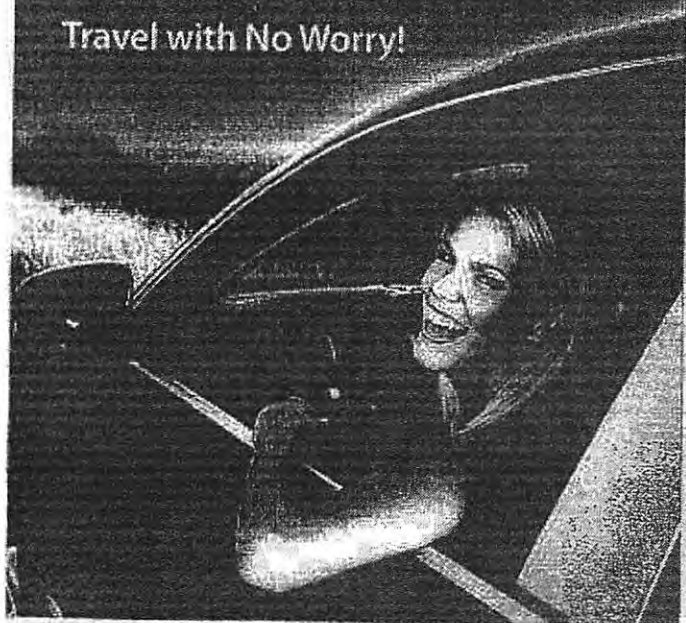
Lower Emissions

Travel with No Worry!

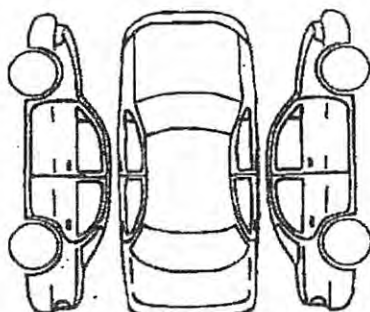
Thank you...

**FOR CHOOSING OUR CERTIFIED AUTO REPAIR
CENTER FOR YOUR VEHICLE'S NEEDS.**

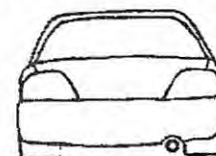
Your patronage is important to us and we are
striving to improve our service to you. Please
take a moment to fill out the attached survey
card below and help us make your experience
here even better. *Your visit is appreciated.*



NAME (last, first)		VIN	
LICENSE #		EST	MILEAGE
HOME PHONE	BUS PHONE	CEL PHONE	e-mail
DATE	R.O. #	TAG#	SA#



WALK AROUND		
Tire Tread Condition	Good	Bad
Glass Condition	Good	Bad
Body, Dents & Dings	Y	N
Wipers	Good	Bad



M U L T I P O I N T I N S P E C T I O N

NEED IMMEDIATE ATTENTION

INTERIOR / EXTERIOR

Front - Headlights / Signals / Hazard / Exterior
 Rear - Taillights / Brake Signals / Hazard / Exterior
 Windshield Washer Spray / Wiper Operation / Wiper Blades
 Windshield Condition (Inspect for Cracks, Chips, or Pitting)
 Parking Brake Adjustment

UNDER HOOD

Horn Operation
 Air Conditioning Filter (if equipped)
 Clutch Operation (if equipped)
 Fluid / Washer
 Engine Air Filter
 Drive Belts (condition and adjustment)
 Battery Fluid / Connections / Cables
 Cooling System Hoses / Heater Hoses / Air Conditioning
 Hoses and Connections
 Radiator Core / Air Conditioning Condenser (if equipped)

VITAL FLUIDS - Level & Condition

Engine Oil
 Engine Coolant
 Power Steering Fluid
 Brake Fluid
 Transmission (Automatic or Manual)
 Differential / Transfer Case Fluid

BATTERY PERFORMANCE

Condition of Battery
 Condition of Battery Cables
 Condition of Battery Terminals

NEED IMMEDIATE ATTENTION

BRAKE & TIRE

	LEFT FRONT	RIGHT FRONT	LEFT REAR	RIGHT REAR
Brake Lining	mm	mm	mm	mm
Tire Tread	32nds	32nds	32nds	32nds
Wear Pattern				
Tire Pressure	psi	psi	psi	psi

UNDER VEHICLE

Shock Absorbers / Suspension / Struts
 Steering Gear Box / Linkage & Boots / Ball Joints / Dust Covers
 Muffler / Exhaust Pipes / Mountings
 Engine Oil and / or Fluid Leaks
 Brake Lines / Hoses / Parking Brake Cable
 Drive Shaft Boots / Constant Velocity Boots / U-joints
 Transmission Linkage (if equipped)
 Transmission / Differential / Transfer Case
 Fuel Lines and Connections / Fuel Tank Band / Fuel Tank

COMMENTS

RECOMMENDED SERVICES

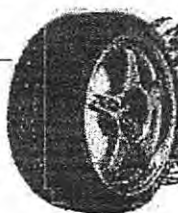
NEXT APPOINTMENT:

SERVICE ADVISOR	TIME	MONTH	DAY
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Technician signature _____



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www.BGprod.com
 and at...
www.BGams.com



**REESE
& Sons
TIRE TEAM**

2435 E. Hwy. 89A
 Cottonwood, AZ 86326
928-634-5243
1-800-826-1678
www.reesetire.com

NAME: YEAR / MAKE / MODEL

3,000 Mile Service	6,000 Mile Service	9,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
12,000 Mile Service	15,000 Mile Service	18,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
21,000 Mile Service	24,000 Mile Service	27,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
30,000 Mile Service	33,000 Mile Service	36,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
39,000 Mile Service	42,000 Mile Service	45,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
48,000 Mile Service	51,000 Mile Service	54,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
57,000 Mile Service	60,000 Mile Service	63,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
66,000 Mile Service	69,000 Mile Service	72,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
75,000 Mile Service	78,000 Mile Service	81,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
84,000 Mile Service	87,000 Mile Service	90,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
93,000 Mile Service	96,000 Mile Service	99,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
102,000 Mile Service	105,000 Mile Service	108,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:
111,000 Mile Service	114,000 Mile Service	117,000 Mile Service
Date:	Date:	Date:
Service Advisor:	Service Advisor:	Service Advisor:

NAME:

We are proud to use and recommend quality Bg® Products with our services. Bg®'s commitment to you is to provide the very best products!



visit us online at www.bgprod.com



2400 Hwy 89A • Cottonwood, Arizona 86326

928-634-5243

SCHEDULED MAINTENANCE SERVICE PROGRAM

Let Us Help You Protect Your Investment!

It is not uncommon for a modern day vehicle to last 150,000 miles or more when preventive maintenance is performed.

Our facilities offer state-of-the-art diagnostic equipment, along with ASE certified technicians. Our technicians are highly skilled in the diagnostic, repair, and maintenance of most makes and models of cars and trucks, so we can better serve our customers.

Services suggested in this schedule have been determined by the manufacturer's general recommendations and our many years of automotive experience in the changing Arizona climate and diverse driving conditions. It is our desire to help you maintain your vehicle in a manner that keeps it *trouble-free and fun to drive*!

FIX IT RIGHT, FIX IT ONCE

**ADDITIONAL RECOMMENDED
MAINTENANCE SERVICES**
Designed For Your Driving Conditions

**COMPLETE FUEL INDUCTION
SYSTEM CLEAN-UP SERVICE**

Using specialized equipment, our technicians will quickly & effectively clean fuel injectors, intake manifold, ports, intake valves & combustion chamber. This service will restore lost power and performance & will reduce harmful exhaust emissions.

COOLING SYSTEM FLUSH SERVICE

Flush cooling system, pressure test, check hoses, cap & check connection. Install BG Cooling System Corrosion Control Kit.

**AUTOMATIC TRANSMISSION FLUSH
SERVICE**

Using the latest in state-of-the-art technology, we will install a safe & effective cleaner to suspend harmful varnish & sludge from the transmission valve body, torque converter & lines. Install new high-tech fluid, with conditioners.

POWER STEERING SERVICE

Our technicians use a powerful cleaner to dissolve gum and varnish in your car's power steering unit. Next we will flush old, worn-out, contaminated fluid and install fresh new fluid fortified with special antioxidant and anti-wear ingredients to prevent expensive mechanical failure.

AIR CONDITIONING SERVICE

Visually inspect all fitting & hoses. Disinfect and deodorize A/C ventilation system. Install BG Frigi-Quiet oil to quiet compressor and reduce wear. (refrigerant extra).

DIFFERENTIAL SERVICE

Utilizing state-of-the-art equipment, our technicians will remove all of the old oxidized fluid. They will install new fluid and BG LSII, an additive to help reduce temperature, component wear and its' thermal stability extends oil service life.

**KNOWLEDGEABLE IN THE USE OF
STATE-OF-THE-ART EQUIPMENT**

- John Bean 4 Wheel Alignment Equipment
Computerized 4 Wheel Alignment service,
featuring digital signal technology.
- Computerized Tire & Wheel Balancing Equipment
- Computerized Vehicle Diagnostic Equipment
- Computerized Electrical Diagnostic Equipment
- We offer complete maintenance services. You
don't have to go to the dealer for maintenance to
keep your new car warranty or lease intact.
- To assure customers of the best job possible all
repairs are guaranteed in writing, for 12 months or
12,000 miles, whichever comes first, on parts and
labor.
- We perform Extended Warranty Contract.
- Fleet Service Maintenance & Repair Available
- Shuttle Service Available by Appointment

ARE YOU A NORMAL DRIVER?

DO YOU:

- ☐ Drive 'stop & go' in extreme temperatures?
- ☐ Drive long distances during cold weather?
- ☐ Drive in high humidity?
- ☐ Tow or carry heavy loads?
- ☐ Drive in dusty conditions?
- ☐ Drive less than 10 miles at a time?

If you answered yes to one or more of these questions, you are a severe driver and need to follow the severe driving maintenance schedule in your automobile's owner's manual, and these services should be done more frequently.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Reese + Sons Tire Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 2435 E. State Route 89A	Requester's name and address (optional)
	6 City, state, and ZIP code Cottonwood, AZ 86326	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real-estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Bradley A. Reese	Date ▶ 3-13-17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting Date:	May 2, 2017
Subject:	IGA's for Emergency Dispatch Services with Sedona Fire District, Verde Valley Fire District, Copper Canyon Fire and Medical Authority, and the Town of Jerome; and agreement for emergency dispatch services with the Verde Valley Ambulance Company.
Department:	Attorney
From:	Mike Kuykendall, Chief, Fire and Medical Services Steve Horton, City Attorney

REQUESTED ACTION

Adoption of Resolutions 2884, 2885, 2886, and 2887, approving the proposed IGA's for emergency dispatch services with Sedona Fire District, Verde Valley Fire District, Copper Canyon Fire and Medical Authority, and the Town of Jerome; and approval of proposed agreement for emergency dispatch services with the Verde Valley Ambulance Company.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to adopt Resolution Numbers 2884, 2885, 2886, and 2887, approving the proposed IGA's for emergency dispatch services with Sedona Fire District, Verde Valley Fire District, Copper Canyon Fire and Medical Authority, and the Town of Jerome; and to approve the proposed dispatch services agreement with the Verde Valley Ambulance Company.

BACKGROUND

The City designed and constructed its Emergency Communications Center with the idea of having that facility provide unified, coordinated emergency dispatch services to the entire Verde Valley Region. The attached agreements continue and extend the agreements the City has with its five current subscribers.

JUSTIFICATION/BENEFITS/ISSUES

The proposed agreements continue the City's relationships with its current outside agency subscribers, the revenues from which support the center's operations.

COST/FUNDING SOURCE

The City funded the construction of the center, which dispatches the City's police, fire

and medical services. The City covers the annual costs of dispatching its own emergency services, while the fees paid by the subscribing agencies represent their proportional share of the costs of staffing, maintaining and operating the center.

ATTACHMENTS:

File Name	Description	Type
RES2884.doc	Resolution Number 2884	Cover Memo
RES2885.doc	Resolution Number 2885	Cover Memo
RES2886.doc	Resolution Number 2886	Cover Memo
RES2887.docx	Resolution Number 2887	Cover Memo
Dispatch_Agreement_-_Sedona_Fire_District.docx	Sedona Fire District	Cover Memo
Dispatch_Agreement_-_Verde_Valley_Fire_District.docx	Verde Valley Fire District	Cover Memo
Dispatch_Agreement_-_Copper_Canyon.docx	Copper Canyon	Cover Memo
Dispatch_Agreement_-_Town_of_Jerome.docx	Town of Jerome	Cover Memo
Dispatch_Agreement_-_Verde_Valley_Ambulance_Co..docx	Verde Valley Ambulance Company	Cover Memo

RESOLUTION NUMBER 2884

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SEDONA FIRE DISTRICT FOR EMERGENCY SERVICES DISPATCHING.

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility and has qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, the Sedona Fire District has elected to have the City provide emergency dispatching services for all calls for service occurring within the District's jurisdiction/service area during the term of this agreement; and

WHEREAS, the City agrees to provide emergency dispatch services to the Sedona Fire District in accordance to the terms of this agreement; and

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 11-951 through § 11-954.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Sedona Fire District to provide emergency services dispatching is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF MAY 2017.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

RESOLUTION NUMBER 2885

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VERDE VALLEY FIRE DISTRICT FOR EMERGENCY SERVICES DISPATCHING.

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility and has qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, the Verde Valley Fire District has elected to have the City provide emergency dispatching services for all calls for service occurring within the District's jurisdiction/service area during the term of this agreement; and

WHEREAS, the City agrees to provide emergency dispatch services to the Verde Valley Fire District in accordance to the terms of this agreement; and

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 11-951 through § 11-954.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Verde Valley Fire District to provide emergency services dispatching is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF MAY 2017.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

RESOLUTION NUMBER 2886

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COPPER CANYON FIRE AND MEDICAL AUTHORITY FOR EMERGENCY SERVICES DISPATCHING.

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility and has qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, the Copper Canyon Fire and Medical Authority has elected to have the City provide emergency dispatching services for all calls for service occurring within the Authority's jurisdiction/service area during the term of this agreement; and

WHEREAS, the City agrees to provide emergency dispatch services to the Copper Canyon Fire and Medical Authority in accordance to the terms of this agreement; and

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 11-951 through § 11-954.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Copper Canyon Fire and Medical Authority to provide emergency services dispatching is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF MAY 2017.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

RESOLUTION NUMBER 2887

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF JEROME FOR EMERGENCY SERVICES DISPATCHING.

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility and has qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, the Town of Jerome has elected to have the City provide emergency dispatching services for all calls for service occurring within the Authority's jurisdiction/service area during the term of this agreement; and

WHEREAS, the City agrees to provide emergency dispatch services to the Town of Jerome in accordance to the terms of this agreement; and

WHEREAS, both parties are authorized to enter into this agreement pursuant to A.R.S. § 11-951 through § 11-954.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement between the City of Cottonwood and the Town of Jerome to provide emergency services dispatching is hereby approved.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF MAY 2017.

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steve Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

EMERGENCY DISPATCH SERVICES AGREEMENT

This Emergency Dispatch Services Agreement (this "Agreement") is made and entered into as of July 1st, 2017, by and between the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), and Sedona Fire District ("Subscriber").

RECITALS

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility, emergency communications systems, dispatching console, telephone and recording equipment, and qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, Subscriber has elected to have the City provide emergency dispatching services for all calls for service occurring within Subscriber's jurisdiction/service area during the term of this Agreement; and

WHEREAS, The City agrees to provide emergency dispatch services to Subscriber in accordance with the terms of this Agreement; and

WHEREAS, both parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. 11 -951 through § 11-954; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third party beneficiary status as to any other person, interest, or entity.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- I. Cottonwood shall use its best professional efforts to process and dispatch all calls received at Cottonwood's dispatch center for emergency services in Subscriber's jurisdiction/service area as set forth below:
 - A. Cottonwood shall use its best professional efforts to dispatch manpower and/or apparatus within one (1) minute of receiving any call for emergency medical, fire, and/or priority-one police service within Subscriber's service area/jurisdiction, in compliance with any applicable dispatch standards and protocols then in effect.
 - B. Cottonwood shall perform a daily test of its radio systems in a manner agreed upon between Cottonwood and Subscriber.
 - C. Cottonwood shall be responsible for the installation and maintenance of the systems and equipment located at its dispatch center and other properties owned/controlled by Cottonwood, provided, however, that Subscriber may (and/or may be required to), with the agreement of Cottonwood, provide for the installation on Cottonwood property, of any additional equipment that may be necessary to carry out the purposes of this Agreement specifically for that Subscriber, which equipment shall remain the property of Subscriber, and Subscriber shall be responsible for maintaining, repairing and/or replacing, as necessary. Cottonwood may, with the agreement of Subscriber, install

necessary communications equipment on Subscriber property and Cottonwood shall be responsible for maintaining, repairing and/or replacing such equipment as necessary.

D. Cottonwood will provide a line level interface located at Cottonwood Dispatch Center for interconnection to Subscriber's equipment. This interface will provide the following industry standard formats, 4-Wire E&M, 4-Wire tone control, and 2-Wire tone control. Cottonwood will provide two radio console interfaces (one "working" channel, one "tactical" channel) per Subscriber. Cottonwood may approve and provide additional interfaces to a Subscriber for an additional negotiated charge. Each interface will be recorded by Cottonwood Dispatch Center. Any subscriber requested items that require additional capacity upgrades to existing Cottonwood equipment shall be charged to Subscriber but said upgrades shall become property of Cottonwood.

E. Cottonwood shall use its best professional efforts to maintain radio contact with, and monitor the operational status or, responding personnel and units (including those of Subscriber as well as any automatic or mutual aid responding units) through the duration of all responses.

F. Cottonwood will monitor and document all Subscriber units and related units on an incident for the creation of an Incident Report. This report will include information on the call, unit status and times, and any pertinent emergency medical dispatching information.

G. Cottonwood shall monitor and record all Subscriber radio transmissions generated on Subscriber's main dispatch channel and all telephonic transmissions on emergency lines represented in the dispatch center. All recordings shall be maintained for the minimum timeframe established by law, or for such longer period as may be agreed to by the parties.

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K. Cottonwood shall provide or assist Subscriber in creating custom reports within Cottonwood's capabilities and as agreed upon by the parties.

L. Cottonwood currently maintains a reverse 911 system that will be available to Subscriber for use during an actual emergency or for non-emergency use with the approval of the Cottonwood Police Chief, Fire Chief, and/or City Manager.

II. Subscriber shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at the Participating Agency's facility, and to publish and advertise the same.

III. Indemnification. Cottonwood and Subscriber shall each defend, indemnify and hold the other harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which arise out of the negligent act or omission of the indemnifying party, its elected officials, directors, officers, employees, or agents in performing

services under this Agreement. This duty shall be limited to the amounts set forth in Section IV below, or the indemnifying party's actual insurance coverage, whichever is greater.

IV. Insurance. Cottonwood and Subscriber shall each provide and maintain liability insurance coverage of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate. Said insurance policy shall name the other party as an additional insured. Each party shall deliver to the other a certificate of insurance in a form satisfactory to the other party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.

V. Fees. In exchange for the services provided for herein, Subscriber shall pay Cottonwood a fee as calculated by Cottonwood and outlined in Exhibit A hereto, commencing on, July 1st, 2017. Fees shall be calculated on an annual basis, with one-twelfth of the annual fee being due and payable monthly, on or before the 5th of each month. This fee shall increase by a fixed five percent (5%) rate over the originally established fee during year two (2) of the agreement, unless otherwise agreed to by the parties.

VI. Term. This Agreement shall become effective on July 1, 2017 (the commencement date") and shall continue in effect until June 30, 2019 (the "initial termination date"), with the option to renew for three (3) additional one (1) year terms subject to annual rate negotiations in years three (3) through five (5). No later than 90 days before the initial termination date, or any subsequent termination date, the parties shall meet to discuss the terms of any future extension of this Agreement.

VII. Either party may cancel this Agreement pursuant to the provisions of A.R.S. §38-511, which are hereby incorporated into this Agreement as if fully set forth herein. In addition, Subscriber may cancel its participation in this Agreement at any time by providing Cottonwood with at least 180 days prior written notice.

VIII. Subscriber is responsible for maintenance and system improvements to its own equipment. If Cottonwood utilizes improved technology, Subscriber will upgrade its equipment to the same level of technology as soon as reasonably practicable under the circumstances.

IX. The parties acknowledge that this Agreement is not intended for the benefit of any third party, and shall not be construed as a third party beneficiary contract.

X. Should any provision of this Agreement be found unlawful or unenforceable, it shall be stricken, and the balance of the Agreement shall remain in full force and effect; provided, however, that in the event the stricken portion makes it impractical or impossible for either party to perform their responsibilities under this Agreement, then it shall terminate, and the parties shall be responsible for payment of their share of operating costs through the date of termination.

XI. The Parties warrant that they comply with all state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation shall be afforded equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in any form of discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; or the Genetic Information Nondiscrimination Act of 2008.

XII. Legal Arizona Workers Act Compliance: Both parties are required to comply with A.R.S. §41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-

4401, and with the verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

XIII. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

XIV. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.

XV. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.

XVI. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF COTTONWOOD:

SEDONA FIRE DISTRICT:

By: _____
Tim Elinski, Mayor

By: _____
XXXXXXXXXXXXXXXXXXXXX

ATTEST:

ATTEST:

Marianne Jiménez, City Clerk

XXXXXXXXXXXXXXXXXXXXX

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

XXXXXXXXXXXXXXXXXXXXX

EXHIBIT “A”
Service Payment and Fees Schedule

FY 18 USER FEES FOR COTTONWOOD PUBLIC SAFETY COMMUNICATION CENTER (CPSCC)

AGENCY	Total fees- FY 18 (July 1, 2017 -June 30, 2018)	Monthly fees-FY 18 (Total fees /12)
Copper Canyon Fire & Medical Authority	\$221,139.00	\$18,428.25
Jerome Fire Department	\$5,532.00	\$461.00
Sedona Fire District	\$274,059.00	\$22,838.25
Verde Valley Ambulance Company	\$128,993.00	\$10,749.42
Verde Valley Fire District	\$164,404.00	\$13,700.33

EMERGENCY DISPATCH SERVICES AGREEMENT

This Emergency Dispatch Services Agreement (this "Agreement") is made and entered into as of July 1st, 2017, by and between the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), and Verde Valley Fire District ("Subscriber").

RECITALS

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility, emergency communications systems, dispatching console, telephone and recording equipment, and qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, Subscriber has elected to have the City provide emergency dispatching services for all calls for service occurring within Subscriber's jurisdiction/service area during the term of this Agreement; and

WHEREAS, The City agrees to provide emergency dispatch services to Subscriber in accordance with the terms of this Agreement; and

WHEREAS, both parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. 11 -951 through § 11-954; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third party beneficiary status as to any other person, interest, or entity.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- I. Cottonwood shall use its best professional efforts to process and dispatch all calls received at Cottonwood's dispatch center for emergency services in Subscriber's jurisdiction/service area as set forth below:
 - A. Cottonwood shall use its best professional efforts to dispatch manpower and/or apparatus within one (1) minute of receiving any call for emergency medical, fire, and/or priority-one police service within Subscriber's service area/jurisdiction, in compliance with any applicable dispatch standards and protocols then in effect.
 - B. Cottonwood shall perform a daily test of its radio systems in a manner agreed upon between Cottonwood and Subscriber.
 - C. Cottonwood shall be responsible for the installation and maintenance of the systems and equipment located at its dispatch center and other properties owned/controlled by Cottonwood, provided, however, that Subscriber may (and/or may be required to), with the agreement of Cottonwood, provide for the installation on Cottonwood property, of any additional equipment that may be necessary to carry out the purposes of this Agreement specifically for that Subscriber, which equipment shall remain the property of Subscriber, and Subscriber shall be responsible for maintaining, repairing and/or replacing, as necessary. Cottonwood may, with the agreement of Subscriber, install

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L. Cottonwood currently maintains a reverse 911 system that will be available to Subscriber for use during an actual emergency or for non-emergency use with the approval of the Cottonwood Police Chief, Fire Chief, and/or City Manager.

II. Subscriber shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at the Participating Agency's facility, and to publish and advertise the same.

III. Indemnification. Cottonwood and Subscriber shall each defend, indemnify and hold the other harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which arise out of the negligent act or omission of the indemnifying party, its elected officials, directors, officers, employees, or agents in performing

services under this Agreement. This duty shall be limited to the amounts set forth in Section IV below, or the indemnifying party's actual insurance coverage, whichever is greater.

IV. Insurance. Cottonwood and Subscriber shall each provide and maintain liability insurance coverage of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate. Said insurance policy shall name the other party as an additional insured. Each party shall deliver to the other a certificate of insurance in a form satisfactory to the other party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.

V. Fees. In exchange for the services provided for herein, Subscriber shall pay Cottonwood a fee as calculated by Cottonwood and outlined in Exhibit A hereto, commencing on, July 1st, 2017. Fees shall be calculated on an annual basis, with one-twelfth of the annual fee being due and payable monthly, on or before the 5th of each month. This fee shall increase by a fixed five percent (5%) rate over the originally established fee during year two (2) of the agreement, unless otherwise agreed to by the parties.

VI. Term. This Agreement shall become effective on July 1, 2017 (the commencement date") and shall continue in effect until June 30, 2019 (the "initial termination date"), with the option to renew for three (3) additional one (1) year terms subject to annual rate negotiations in years three (3) through five (5). No later than 90 days before the initial termination date, or any subsequent termination date, the parties shall meet to discuss the terms of any future extension of this Agreement.

VII. Either party may cancel this Agreement pursuant to the provisions of A.R.S. §38-511, which are hereby incorporated into this Agreement as if fully set forth herein. In addition, Subscriber may cancel its participation in this Agreement at any time by providing Cottonwood with at least 180 days prior written notice.

VIII. Subscriber is responsible for maintenance and system improvements to its own equipment. If Cottonwood utilizes improved technology, Subscriber will upgrade its equipment to the same level of technology as soon as reasonably practicable under the circumstances.

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XI. The Parties warrant that they comply with all state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation shall be afforded equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in any form of discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; or the Genetic Information Nondiscrimination Act of 2008.

XII. Legal Arizona Workers Act Compliance: Both parties are required to comply with A.R.S. §41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-

4401, and with the verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

XIII. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

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XV. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.

XVI. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF COTTONWOOD:

VERDE VALLEY FIRE DISTRICT:

By: _____
Tim Elinski, Mayor

By: _____
XXXXXXXXXXXXXXXXXXXXX

ATTEST:

ATTEST:

Marianne Jiménez, City Clerk

XXXXXXXXXXXXXXXXXXXXX

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

XXXXXXXXXXXXXXXXXXXXX

EXHIBIT “A”
Service Payment and Fees Schedule

FY 18 USER FEES FOR COTTONWOOD PUBLIC SAFETY COMMUNICATION CENTER (CPSCC)

AGENCY	Total fees- FY 18 (July 1, 2017 -June 30, 2018)	Monthly fees-FY 18 (Total fees /12)
Copper Canyon Fire & Medical Authority	\$221,139.00	\$18,428.25
Jerome Fire Department	\$5,532.00	\$461.00
Sedona Fire District	\$274,059.00	\$22,838.25
Verde Valley Ambulance Company	\$128,993.00	\$10,749.42
Verde Valley Fire District	\$164,404.00	\$13,700.33

EMERGENCY DISPATCH SERVICES AGREEMENT

This Emergency Dispatch Services Agreement (this "Agreement") is made and entered into as of July 1st, 2017, by and between the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), and Copper Canyon Fire & Medical Authority ("Subscriber").

RECITALS

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility, emergency communications systems, dispatching console, telephone and recording equipment, and qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, Subscriber has elected to have the City provide emergency dispatching services for all calls for service occurring within Subscriber's jurisdiction/service area during the term of this Agreement; and

WHEREAS, The City agrees to provide emergency dispatch services to Subscriber in accordance with the terms of this Agreement; and

WHEREAS, both parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. 11 -951 through § 11-954; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third party beneficiary status as to any other person, interest, or entity.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- I. Cottonwood shall use its best professional efforts to process and dispatch all calls received at Cottonwood's dispatch center for emergency services in Subscriber's jurisdiction/service area as set forth below:
 - A. Cottonwood shall use its best professional efforts to dispatch manpower and/or apparatus within one (1) minute of receiving any call for emergency medical, fire, and/or priority-one police service within Subscriber's service area/jurisdiction, in compliance with any applicable dispatch standards and protocols then in effect.
 - B. Cottonwood shall perform a daily test of its radio systems in a manner agreed upon between Cottonwood and Subscriber.
 - C. Cottonwood shall be responsible for the installation and maintenance of the systems and equipment located at its dispatch center and other properties owned/controlled by Cottonwood, provided, however, that Subscriber may (and/or may be required to), with the agreement of Cottonwood, provide for the installation on Cottonwood property, of any additional equipment that may be necessary to carry out the purposes of this Agreement specifically for that Subscriber, which equipment shall remain the property of Subscriber, and Subscriber shall be responsible for maintaining, repairing and/or replacing, as necessary. Cottonwood may, with the agreement of Subscriber, install

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L. Cottonwood currently maintains a reverse 911 system that will be available to Subscriber for use during an actual emergency or for non-emergency use with the approval of the Cottonwood Police Chief, Fire Chief, and/or City Manager.

II. Subscriber shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at the Participating Agency's facility, and to publish and advertise the same.

III. Indemnification. Cottonwood and Subscriber shall each defend, indemnify and hold the other harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which arise out of the negligent act or omission of the indemnifying party, its elected officials, directors, officers, employees, or agents in performing

services under this Agreement. This duty shall be limited to the amounts set forth in Section IV below, or the indemnifying party's actual insurance coverage, whichever is greater.

IV. Insurance. Cottonwood and Subscriber shall each provide and maintain liability insurance coverage of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate. Said insurance policy shall name the other party as an additional insured. Each party shall deliver to the other a certificate of insurance in a form satisfactory to the other party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF COTTONWOOD:

COPPER CANYON FIRE & MEDICAL AUTHORITY:

By: _____
Tim Elinski, Mayor

By: _____
XXXXXXXXXXXXXXXXXXXXX

ATTEST:

ATTEST:

Marianne Jiménez, City Clerk

XXXXXXXXXXXXXXXXXXXXX

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

XXXXXXXXXXXXXXXXXXXXX

EXHIBIT “A”
Service Payment and Fees Schedule

FY 18 USER FEES FOR COTTONWOOD PUBLIC SAFETY COMMUNICATION CENTER (CPSCC)

AGENCY	Total fees- FY 18 (July 1, 2017 -June 30, 2018)	Monthly fees-FY 18 (Total fees /12)
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Verde Valley Ambulance Company	\$128,993.00	\$10,749.42
Verde Valley Fire District	\$164,404.00	\$13,700.33

EMERGENCY DISPATCH SERVICES AGREEMENT

This Emergency Dispatch Services Agreement (this "Agreement") is made and entered into as of July 1st, 2017, by and between the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), and the Town of Jerome ("Subscriber").

RECITALS

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility, emergency communications systems, dispatching console, telephone and recording equipment, and qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, Subscriber has elected to have the City provide emergency dispatching services for all calls for service occurring within Subscriber's jurisdiction/service area during the term of this Agreement; and

WHEREAS, The City agrees to provide emergency dispatch services to Subscriber in accordance with the terms of this Agreement; and

WHEREAS, both parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. 11 -951 through § 11-954; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third party beneficiary status as to any other person, interest, or entity.

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- I. Cottonwood shall use its best professional efforts to process and dispatch all calls received at Cottonwood's dispatch center for emergency services in Subscriber's jurisdiction/service area as set forth below:
 - A. Cottonwood shall use its best professional efforts to dispatch manpower and/or apparatus within one (1) minute of receiving any call for emergency medical, fire, and/or priority-one police service within Subscriber's service area/jurisdiction, in compliance with any applicable dispatch standards and protocols then in effect.
 - B. Cottonwood shall perform a daily test of its radio systems in a manner agreed upon between Cottonwood and Subscriber.
 - C. Cottonwood shall be responsible for the installation and maintenance of the systems and equipment located at its dispatch center and other properties owned/controlled by Cottonwood, provided, however, that Subscriber may (and/or may be required to), with the agreement of Cottonwood, provide for the installation on Cottonwood property, of any additional equipment that may be necessary to carry out the purposes of this Agreement specifically for that Subscriber, which equipment shall remain the property of Subscriber, and Subscriber shall be responsible for maintaining, repairing and/or replacing, as necessary. Cottonwood may, with the agreement of Subscriber, install

necessary communications equipment on Subscriber property and Cottonwood shall be responsible for maintaining, repairing and/or replacing such equipment as necessary.

D. Cottonwood will provide a line level interface located at Cottonwood Dispatch Center for interconnection to Subscriber's equipment. This interface will provide the following industry standard formats, 4-Wire E&M, 4-Wire tone control, and 2-Wire tone control. Cottonwood will provide two radio console interfaces (one "working" channel, one "tactical" channel) per Subscriber. Cottonwood may approve and provide additional interfaces to a Subscriber for an additional negotiated charge. Each interface will be recorded by Cottonwood Dispatch Center. Any subscriber requested items that require additional capacity upgrades to existing Cottonwood equipment shall be charged to Subscriber but said upgrades shall become property of Cottonwood.

E. Cottonwood shall use its best professional efforts to maintain radio contact with, and monitor the operational status or, responding personnel and units (including those of Subscriber as well as any automatic or mutual aid responding units) through the duration of all responses.

F. Cottonwood will monitor and document all Subscriber units and related units on an incident for the creation of an Incident Report. This report will include information on the call, unit status and times, and any pertinent emergency medical dispatching information.

G. Cottonwood shall monitor and record all Subscriber radio transmissions generated on Subscriber's main dispatch channel and all telephonic transmissions on emergency lines represented in the dispatch center. All recordings shall be maintained for the minimum timeframe established by law, or for such longer period as may be agreed to by the parties.

H. Cottonwood shall provide copies of Subscriber's incident reports generated through Cottonwood's system.

I. Cottonwood shall provide basic GIS services limited to updating CAD with Subscriber provided GIS information necessary to facilitate dispatching Subscriber's units. Additional GIS services may be provided at additional charge as agreed upon by the parties.

J. Cottonwood shall provide copies or any and all available recordings of radio channels and phone lines as may be requested by Subscriber.

K. Cottonwood shall provide or assist Subscriber in creating custom reports within Cottonwood's capabilities and as agreed upon by the parties.

L. Cottonwood currently maintains a reverse 911 system that will be available to Subscriber for use during an actual emergency or for non-emergency use with the approval of the Cottonwood Police Chief, Fire Chief, and/or City Manager.

II. Subscriber shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at the Participating Agency's facility, and to publish and advertise the same.

III. Indemnification. Cottonwood and Subscriber shall each defend, indemnify and hold the other harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which arise out of the negligent act or omission of the indemnifying party, its elected officials, directors, officers, employees, or agents in performing

services under this Agreement. This duty shall be limited to the amounts set forth in Section IV below, or the indemnifying party's actual insurance coverage, whichever is greater.

IV. Insurance. Cottonwood and Subscriber shall each provide and maintain liability insurance coverage of at least \$3,000,000 per occurrence and \$5,000,000 in the aggregate. Said insurance policy shall name the other party as an additional insured. Each party shall deliver to the other a certificate of insurance in a form satisfactory to the other party. Such policies shall provide for thirty (30) days prior written notice prior to cancellation.

V. Fees. In exchange for the services provided for herein, Subscriber shall pay Cottonwood a fee as calculated by Cottonwood and outlined in Exhibit A hereto, commencing on, July 1st, 2017. Fees shall be calculated on an annual basis, with one-twelfth of the annual fee being due and payable monthly, on or before the 5th of each month. This fee shall increase by a fixed five percent (5%) rate over the originally established fee during year two (2) of the agreement, unless otherwise agreed to by the parties.

VI. Term. This Agreement shall become effective on July 1, 2017 (the commencement date") and shall continue in effect until June 30, 2019 (the "initial termination date"), with the option to renew for three (3) additional one (1) year terms subject to annual rate negotiations in years three (3) through five (5). No later than 90 days before the initial termination date, or any subsequent termination date, the parties shall meet to discuss the terms of any future extension of this Agreement.

VII. Either party may cancel this Agreement pursuant to the provisions of A.R.S. §38-511, which are hereby incorporated into this Agreement as if fully set forth herein. In addition, Subscriber may cancel its participation in this Agreement at any time by providing Cottonwood with at least 180 days prior written notice.

VIII. Subscriber is responsible for maintenance and system improvements to its own equipment. If Cottonwood utilizes improved technology, Subscriber will upgrade its equipment to the same level of technology as soon as reasonably practicable under the circumstances.

IX. The parties acknowledge that this Agreement is not intended for the benefit of any third party, and shall not be construed as a third party beneficiary contract.

X. Should any provision of this Agreement be found unlawful or unenforceable, it shall be stricken, and the balance of the Agreement shall remain in full force and effect; provided, however, that in the event the stricken portion makes it impractical or impossible for either party to perform their responsibilities under this Agreement, then it shall terminate, and the parties shall be responsible for payment of their share of operating costs through the date of termination.

XI. The Parties warrant that they comply with all state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation shall be afforded equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The parties shall take affirmative action to ensure that it will not participate either directly or indirectly in any form of discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; or the Genetic Information Nondiscrimination Act of 2008.

XII. Legal Arizona Workers Act Compliance: Both parties are required to comply with A.R.S. §41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-

4401, and with the verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

XIII. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

XIV. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.

XV. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.

XVI. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF COTTONWOOD:

TOWN OF JEROME:

By: _____
Tim Elinski, Mayor

By: _____
XXXXXXXXXXXXXXXXXXXX

ATTEST:

ATTEST:

Marianne Jiménez, City Clerk

XXXXXXXXXXXXXXXXXXXX

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

XXXXXXXXXXXXXXXXXXXX

EXHIBIT “A”
Service Payment and Fees Schedule

FY 18 USER FEES FOR COTTONWOOD PUBLIC SAFETY COMMUNICATION CENTER (CPSCC)

AGENCY	Total fees- FY 18 (July 1, 2017 -June 30, 2018)	Monthly fees-FY 18 (Total fees /12)
Copper Canyon Fire & Medical Authority	\$221,139.00	\$18,428.25
Jerome Fire Department	\$5,532.00	\$461.00
Sedona Fire District	\$274,059.00	\$22,838.25
Verde Valley Ambulance Company	\$128,993.00	\$10,749.42
Verde Valley Fire District	\$164,404.00	\$13,700.33

EMERGENCY DISPATCH SERVICES AGREEMENT

This Emergency Dispatch Services Agreement (this "Agreement") is made and entered into as of July 1st, 2017, by and between the City of Cottonwood, an Arizona municipal corporation ("Cottonwood"), and Verde Valley Ambulance Company ("Subscriber").

RECITALS

WHEREAS, Cottonwood operates, manages, and maintains a public safety/emergency services dispatching facility, emergency communications systems, dispatching console, telephone and recording equipment, and qualified dispatching personnel necessary for the operation of an emergency dispatch center; and

WHEREAS, Subscriber has elected to have the City provide emergency dispatching services for all calls for service occurring within Subscriber's jurisdiction/service area during the term of this Agreement; and

WHEREAS, The City agrees to provide emergency dispatch services to Subscriber in accordance with the terms of this Agreement; and

WHEREAS, both parties are authorized to enter into intergovernmental agreements for joint or cooperative action pursuant to A.R.S. 11 -951 through § 11-954; and

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any third party, or to create a third party beneficiary status as to any other person, interest, or entity.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

I. Cottonwood shall use its best professional efforts to process and dispatch all calls received at Cottonwood's dispatch center for emergency services in Subscriber's jurisdiction/service area as set forth below:

A. Cottonwood shall use its best professional efforts to dispatch manpower and/or apparatus within one (1) minute of receiving any call for emergency medical, fire, and/or priority-one police service within Subscriber's service area/jurisdiction, in compliance with any applicable dispatch standards and protocols then in effect.

B. Cottonwood shall perform a daily test of its radio systems in a manner agreed upon between Cottonwood and Subscriber.

C. Cottonwood shall be responsible for the installation and maintenance of the systems and equipment located at its dispatch center and other properties owned/controlled by Cottonwood, provided, however, that Subscriber may (and/or may be required to), with the agreement of Cottonwood, provide for the installation on Cottonwood property, of any additional equipment that may be necessary to carry out the purposes of this Agreement specifically for that Subscriber, which equipment shall remain the property of Subscriber, and Subscriber shall be responsible for maintaining, repairing and/or replacing, as necessary. Cottonwood may, with the agreement of Subscriber, install

necessary communications equipment on Subscriber property and Cottonwood shall be responsible for maintaining, repairing and/or replacing such equipment as necessary.

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L. Cottonwood currently maintains a reverse 911 system that will be available to Subscriber for use during an actual emergency or for non-emergency use with the approval of the Cottonwood Police Chief, Fire Chief, and/or City Manager.

II. Subscriber shall establish a phone number separate from that of the Dispatch Center for administrative and non-emergency calls, to be answered at the Participating Agency's facility, and to publish and advertise the same.

III. Indemnification. Cottonwood and Subscriber shall each defend, indemnify and hold the other harmless from any and all actions, judgments, claims, demands, injuries, damages, costs, expenses and fees (including reasonable attorney's fees) of any nature or kind which arise out of the negligent act or omission of the indemnifying party, its elected officials, directors, officers, employees, or agents in performing

services under this Agreement. This duty shall be limited to the amounts set forth in Section IV below, or the indemnifying party's actual insurance coverage, whichever is greater.

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V. Fees. In exchange for the services provided for herein, Subscriber shall pay Cottonwood a fee as calculated by Cottonwood and outlined in Exhibit A hereto, commencing on, July 1st, 2017. Fees shall be calculated on an annual basis, with one-twelfth of the annual fee being due and payable monthly, on or before the 5th of each month. This fee shall increase by a fixed five percent (5%) rate over the originally established fee during year two (2) of the agreement, unless otherwise agreed to by the parties.

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4401, and with the verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. Each party retains the legal right to inspect the papers of any contractor or subcontract employee of the other working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

XIII. This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

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XV. This Agreement shall be construed and interpreted under the laws of Arizona, and any litigation under this Agreement shall be commenced in Yavapai County.

XVI. The parties agree to make use of mediation and/or another form of alternative dispute resolution prior to commencing litigation, except in cases where a party reasonably determines that it would be futile to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF COTTONWOOD:

VERDE VALLEY AMBULANCE COMPANY:

By: _____
Tim Elinski, Mayor

By: _____
XXXXXXXXXXXXXXXXXXXXX

ATTEST:

ATTEST:

Marianne Jiménez, City Clerk

XXXXXXXXXXXXXXXXXXXXX

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

XXXXXXXXXXXXXXXXXXXXX

EXHIBIT “A”
Service Payment and Fees Schedule

FY 18 USER FEES FOR COTTONWOOD PUBLIC SAFETY COMMUNICATION CENTER (CPSCC)

AGENCY	Total fees- FY 18 (July 1, 2017 -June 30, 2018)	Monthly fees-FY 18 (Total fees /12)
Copper Canyon Fire & Medical Authority	\$221,139.00	\$18,428.25
Jerome Fire Department	\$5,532.00	\$461.00
Sedona Fire District	\$274,059.00	\$22,838.25
Verde Valley Ambulance Company	\$128,993.00	\$10,749.42
Verde Valley Fire District	\$164,404.00	\$13,700.33

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting Date:	May 2, 2017
Subject:	Dedication of a portion of City-owned property along Mingus Avenue as public right-of-way.
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Dedication of a portion of City-owned property along Mingus Avenue as public right-of-way.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is: I move to dedicate Yavapai County Assessor's Parcel Number 800-14-012K as public right-of-way.

BACKGROUND

In 2010 the City was preparing to construct the Mingus Ave, Willard to 89A, Reconstruction project. During the design the City purchased a long narrow strip of property across from the Maverick gas station that was owned by Del Monte Enterprises LLC (Andy Groseta). The purchase was completed as was the road project.

Recently APS was planning a project to install a line underground and discovered that the land had not yet been dedicated as public right-of-way. Dedicating the land as right-of-way will allow utility companies to utilize City right-of-way under their existing franchise agreements with the City.

JUSTIFICATION/BENEFITS/ISSUES

If City-owned land is not dedicated as public right-of-way, each utility company would have to request an easement each time they need to install facilities in that particular area.

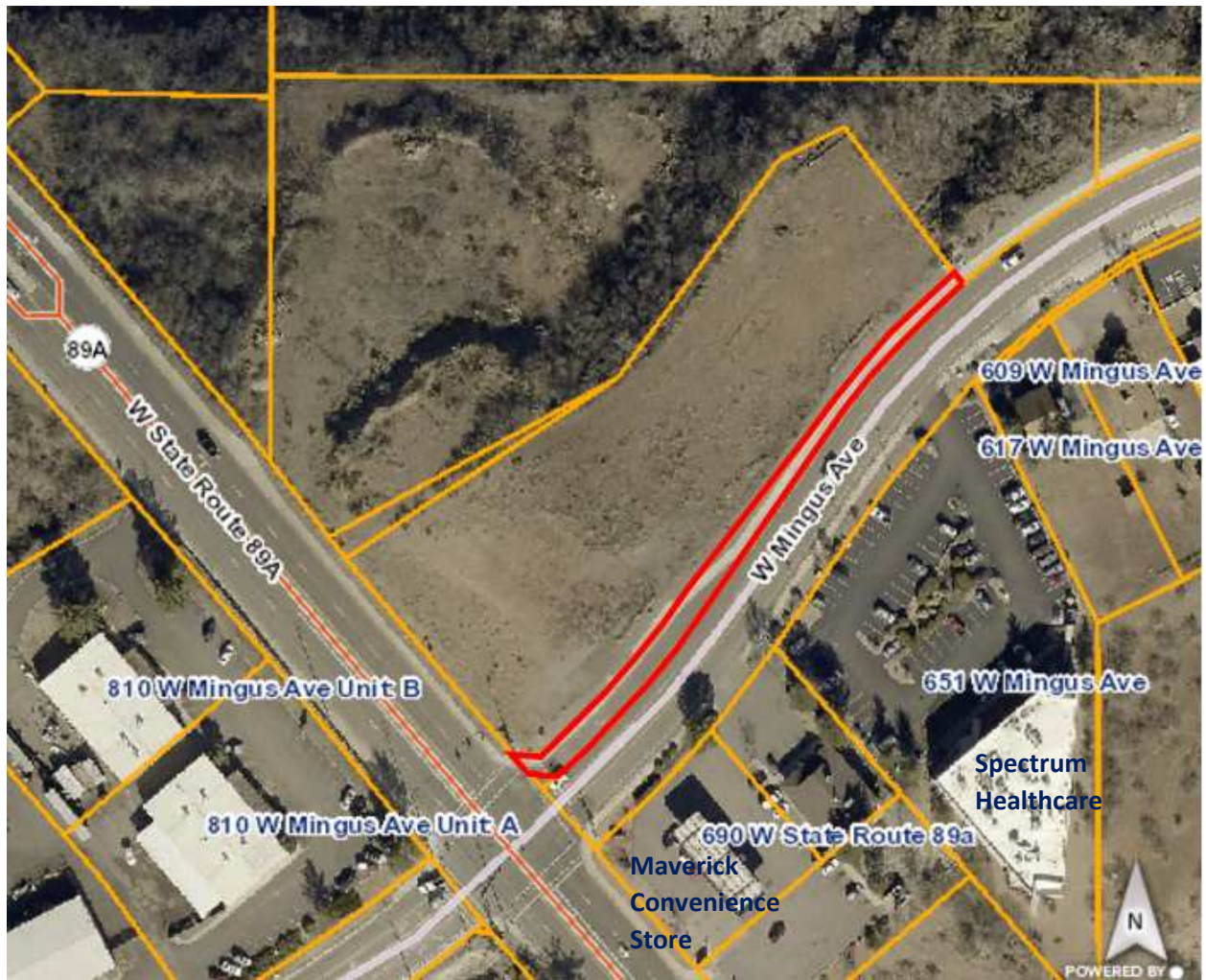
COST/FUNDING SOURCE

There is no cost associated with dedicating this land as right-of-way.

ATTACHMENTS:

File Name	Description	Type
Aerial_Image_of_Parcel__2017-4-7.docx	aerial image of land	Cover Memo Cover

Deed_and_legal_description.pdf	Deed and legal Description	Memo
Council_Resolution_and_agreement__12-14-10.pdf	council resolution and agreement	Cover Memo
R-O-W_ACQUISITION_GROSETA.pdf	Image of property with square footage	Cover Memo
Res2890.docx	Resolution Number 2890	Cover Memo



The parcel outlined in red above was purchased by the City of Cottonwood in 2010 from Andy Groseta as part of the Mingus Ave Improvement Project. The parcel has not yet been dedicated as a public right-of-way which would allow public utilities to utilize the parcel under the franchise agreements with each utility.

RECORDING REQUESTED BY
LAWYERS TITLE OF ARIZONA, INC.

AND WHEN RECORDED MAIL TO:

CITY OF COTTONWOOD
DOUG BARTOSH, CITY MANAGER
827 N. MAIN STREET
COTTONWOOD, AZ 86326

ESCROW NO.: 01732947 - 279 - BL1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
Del Monte Enterprises, LLC, an Arizona limited liability company
do/does hereby convey to

City of Cottonwood, an Arizona Municipal Corporation
the following real property situated in Yavapai County, ARIZONA:

See Exhibit A attached hereto and made a part hereof.

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.

And I or we do warrant the title against all persons whomsoever, subject to the matters set forth above.

Dated: December 28, 2010

Grantor(s):

Del Monte Enterprises, LLC, an Arizona limited liability
company
By its Manager: Mingus Mountain Enterprises, LLC, an
Arizona limited liability company



By P. Andrew Groseta, as Manager

State of Arizona
County of Yavapai

} SS:

On December 28, 2010, before me personally appeared P. Andrew Groseta, whose identity was proved
to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document and who
acknowledged that he/she signed the above/attached document in his or her authorized capacity (ies)

(Seal)




Notary Public

Commission Expires: _____

Exhibit A

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona, being a portion of that land shown on an ALTA survey recorded in Book 153 of Land Surveys, pages 61-62 in the County Recorder's Office, Yavapai County, Arizona (used as a basis for this description and hereafter referred to as R1), this parcel now described as follows:

COMMENCING at a 1-inch iron pipe accepted as the Center of Section 33 on R1;

THENCE South 89°19'37" East (Basis of Bearings per adjusted GPS observations) 637.70 feet (South 89°19'34" East 637.69 feet per R1) to a ½ inch pipe;

THENCE South 00°06'48" East 81.06 feet (South 00°06'55" East 80.94 feet per R1) to a non-tangent point of curvature on the northwesterly right-of-way line of Mingus Avenue as recorded in Book 381 of Official Records, pages 276-277, the central point of said non-tangent curve bears South 29°28'16" East (South 29°29'04" East per R1) 633.20 feet;

THENCE along said non-tangent curved right-of-way line in a southwesterly direction on a curve to the left through a central angle of 11°19'34" an arc length of 125.17 feet to a ½" rebar with plastic cap stamped "Ls 31017" at a point on said curve, said monument being the TRUE POINT OF BEGINNING;

THENCE continuing along said curved right-of-way line in a southwesterly direction on a curve to the left through a central angle of 14°33'11" an arc length of 160.83 feet (160.90 feet per R1) to a ½" rebar with plastic cap stamped "LS 31017";

THENCE South 35°00'19" West along said right-of-way line a distance of 155.41 feet (South 35°01'24" West 155.41 feet per R1) to a ½" rebar with obliterated cap at a non-tangent point of curvature, the central point of which lies North 55°08'37" West 686.25 feet;

THENCE along said non-tangent curved right-of-way line in a southwesterly direction on a curve to the right through a central angle of 13°50'48" an arc length of 165.85 feet to an aluminum capped ADOT monument in concrete at Station 123+57.65;

THENCE North 85°54'58" West 21.26 feet (North 86°00'20" West 21.24 feet per R1) to an aluminum capped ADOT monument in concrete at Station 123+42.68 on the northeasterly right-of-way line of State Route 89-A;

THENCE North 40°31'08" West (North 40°31'03" West per R1) along said right-of-way line a distance of 19.98 feet;

THENCE South 85°54'58" East 21.22 feet to a non-tangent point of curve, the central point of which lies North 41°30'05" West 704.18 feet;

THENCE along said non-tangent curve to the left in a northwesterly direction an arc length of 169.55 feet;

THENCE North 38°37'18" East 148.08 feet to a non-tangent point of curve, the central point of which lies South 55°22'28" East 643.20 feet;

THENCE along said non-tangent curve to the right in a northeasterly direction an arc length of 163.02 feet to a point of intersection with the northeasternmost line of the parcel depicted on R1;

THENCE South 36°53'42" East (South 36°55'10" East per R1) along said line a distance of 10.50 feet to the TRUE POINT OF BEGINNING.

City of Cottonwood, Arizona
City Council Agenda Communication



Meeting Date: December 14, 2010

Subject: Resolution 2553, Authorizing the Purchase of Certain Real Property Along Mingus Avenue from Del Monte Enterprises, LLC for Use as Public Right of Way and to Enable the Construction of a Right-Turn Lane onto State Highway 89A

Departments: Legal; Development Services; Administration

From: Steve Horton, City Attorney; Dan Lueder, Development Services General Manager; Doug Bartosh, City Manager

REQUESTED ACTION

Approval of Resolution 2553, authorizing the purchase of certain real property along the northwest side of Mingus Avenue near its intersection with State Highway 89A from Del Monte Enterprises LLC for use as public right-of-way, and for the construction of a right-turn lane onto the highway.

SUGGESTED MOTION

"I move to approve Resolution 2553, authorizing the acquisition of certain real property along Mingus Avenue from Del Monte Enterprises LLC for the purchase price of \$75,000.00 and other consideration; to authorize staff to negotiate a final purchase agreement; and to authorize the Mayor to execute the purchase agreement on the City's behalf once it is finalized."

BACKGROUND

The City has been working to acquire certain parcels of land along Mingus Avenue in connection with the ongoing Mingus Avenue widening/improvement project. As part of this effort, staff has reached a tentative agreement with Del Monte Enterprises LLC (Andy Groseta) for the purchase of one such parcel, consisting of approximately 7,700 square feet of land along the northwest side of Mingus Avenue at its intersection with State Highway 89A. Subject to Council approval, the purchase price will be \$75,000.00, and the City will pay for all escrow

and recording fees and costs. In addition, the City will install two curb cuts for the benefit of the seller's property along Mingus Avenue, and provide the seller with a potable water tap, reclaimed water tap, and sanitary sewer tap at each curb cut. The taps are being provided to avoid having to cut the new pavement to provide these services in the future and will be stubbed out of the paved area.

The acquisition of this parcel will enable the City to widen Mingus Avenue at its junction with State Highway 89A, and to construct a planned right-turn lane at this location, which will significantly improve traffic flow onto the highway from Mingus Avenue.

The seller has insisted that the transaction be completed before the end of the year, and staff is working to finalize a purchase agreement - a draft of which is attached - and close the transaction by December 31.

JUSTIFICATION/BENEFIT/ISSUES

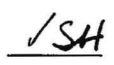
The acquisition of this parcel will enable the City to widen Mingus Avenue at its junction with State Highway 89A, and to construct a planned right-turn lane at this location, which will significantly improve traffic flow onto the highway from Mingus Avenue. The parcel acquisition also makes installation of the new potable water and reclaimed water lines possible in this section of roadway which has numerous utility lines already present.

COST/FUNDING SOURCE

HURF Fund

REVIEWED BY

City Manager: 

City Attorney: 

ATTACHMENTS

Resolution 2553

Draft Purchase Agreement

RESOLUTION NUMBER 2553

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF A PARCEL OF REAL PROPERTY ALONG MINGUS AVENUE FROM DEL MONTE ENTERPRISES LLC, TO FACILITATE THE WIDENING OF MINGUS AVENUE AND THE INSTALLATION OF A RIGHT-TURN LANE ONTO STATE HIGHWAY 89A.

WHEREAS, the City Council finds that it would be in the City's best interest to acquire that certain parcel of real property along the northwest side of Mingus Avenue at its intersection with State Highway 89A more particularly described in Exhibit A to this Resolution, to enable the City to widen Mingus Avenue at that location and to install a right-turn lane onto the highway; and

WHEREAS, a sales price of \$75,000.00 and other material terms of the purchase have been agreed upon between City staff and the Seller, subject to the negotiation of a final purchase agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

1. That the City Manager and City Attorney are hereby authorized and directed to negotiate a final purchase agreement for the purchase of that certain parcel of real property located along the northwest side of Mingus Avenue at its intersection with State Highway 89A more particularly described as "Exhibit A" to this Resolution for the purchase price of \$75,000.00 and other consideration, and upon the successful conclusion of those negotiations, to have the necessary documents prepared for execution by the Mayor; and
2. That the Mayor is hereby authorized to execute any and all necessary documents to complete the purchase on behalf of the City in accordance with the final terms set forth therein.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 14TH DAY OF DECEMBER 2010.

RESOLUTION NUMBER 2553
Page 2

Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, Esq.
City Attorney



Exhibit A to Resolution Number 2553

Expires 9/30/2012

LEGAL DESCRIPTION
Groseta Right-of-Way to City of Cottonwood
Mingus Avenue to Highway 89-A
SWI Project #08139

A parcel of ground lying in Section 33, Township 16 North, Range 3 East, G.&S.R.M., Yavapai County, Arizona being a portion of that land shown on an ALTA survey recorded in Book 153 of Land Surveys, Pages 61-62 in the County Recorder's Office, Yavapai County, Arizona (used as a basis for this description and hereafter referred to as R1), this parcel now described as follows:

Commencing at a 1-inch iron pipe accepted as the Center of Section 33 on R1;

Thence South 89°19'37" East (Basis of Bearings per adjusted GPS observations) 637.70 feet (South 89°19'34" East 637.69 feet per R1) to a ½ inch open pipe;

Thence South 00°06'48" East 81.06 feet (South 00°06'55" East 80.94 feet per R1) to a non-tangent point of curvature on the northwesterly right-of-way line of Mingus Avenue as recorded in Book 381 of Official Records, Pages 276-277, the central point of said non-tangent curve bears South 29°28'16" East (South 29°29'04" East per R1) 633.20 feet;

Thence along said non-tangent curved right-of-way line in a southwesterly direction on a curve to the left through a central angle of 11°19'34" an arc length of 125.17 feet to a ½" rebar with plastic cap stamped "LS 31017" at a point on said curve, said monument being the True Point of Beginning;

Thence continuing along said curved right-of-way line in a southwesterly direction on a curve to the left through a central angle of 14°33'11" an arc length of 160.83 feet (160.90 feet per R1) to a ½" rebar with plastic cap stamped "LS 31017";

Thence South 35°00'19" West along said right-of-way line a distance of 155.41 feet (South 35°01'24" West 155.41 feet per R1) to a ½" rebar with obliterated cap at a non-tangent point of curvature, the central point of which lies North 55°08'37" West 686.25 feet;

Thence along said non-tangent curved right-of-way line in a southwesterly direction on a curve to the right through a central angle of 13°50'48" an arc length of 165.85 feet to an aluminum capped ADOT monument in concrete at Station 123+57.65;

LEGAL DESCRIPTION

**Groseta Right-of-Way to City of Cottonwood
Mingus Avenue to Highway 89-A
SWI Project #08139**

Thence North 85°54'58" West 21.26 feet (North 86°00'20" West 21.24 feet per R1) to an aluminum capped ADOT monument in concrete at Station 123+42.68 on the northeasterly right-of-way line of State Route 89-A;

Thence North 40°31'08" West (North 40°31'03" West per R1) along said right-of-way line a distance of 19.98 feet;

Thence South 85°54'58" East 21.22 feet to a non-tangent point of curve, the central point of which lies North 41°30'05" West 704.18 feet;

Thence along said non-tangent curve to the left in a northwesterly direction an arc length of 169.55 feet;

Thence North 38°37'18" East 148.08 feet to a non-tangent point of curve, the central point of which lies South 55°22'28" East 643.20 feet;

Thence along said non-tangent curve to the right in a northeasterly direction an arc length of 163.02 feet to a point of intersection with the northeasternmost line of the parcel depicted on R1;

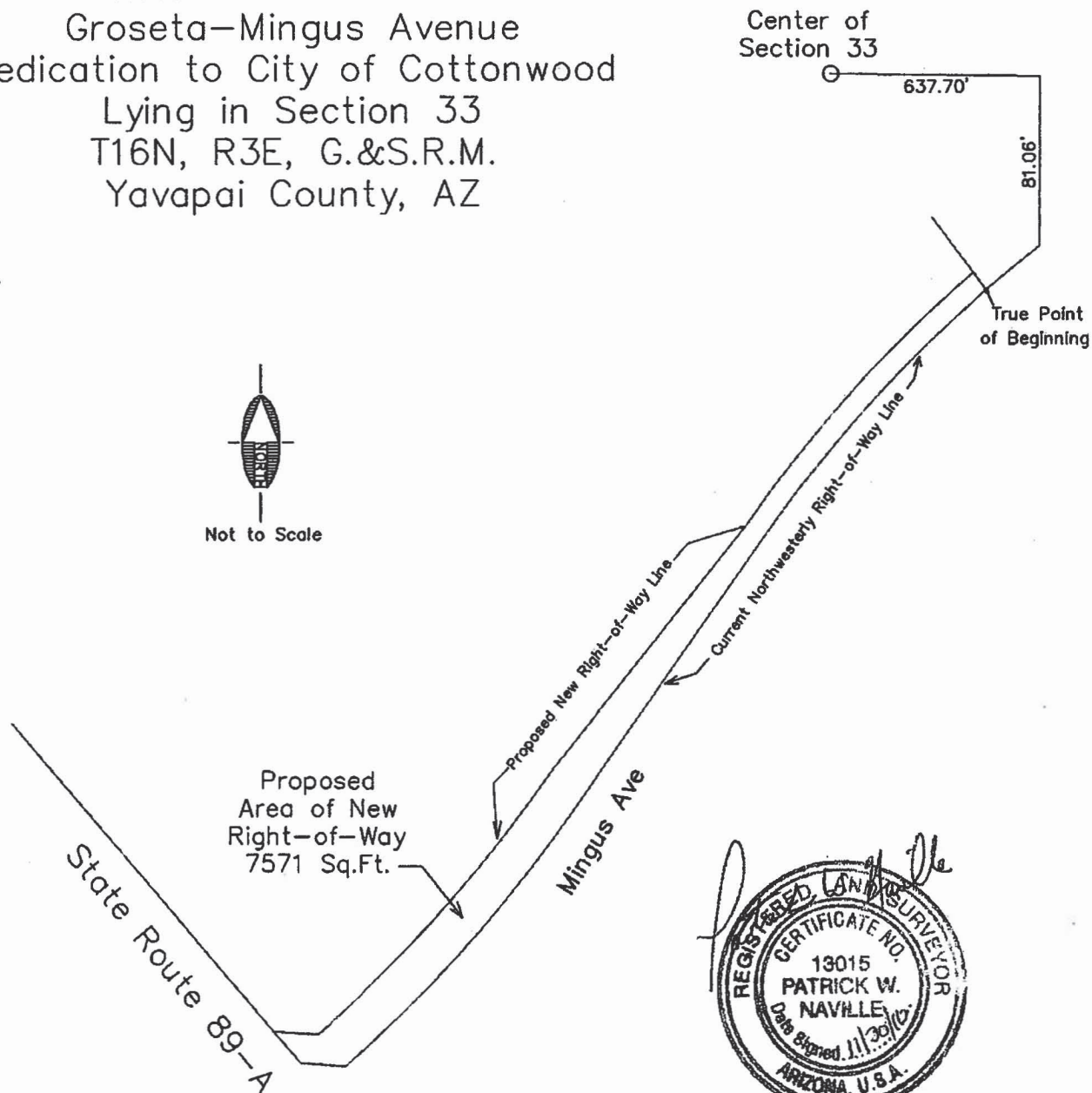
Thence South 36°53'42" East (South 36°55'10" East per R1) along said line a distance of 10.50 feet to the True Point of Beginning, containing 7571 square feet, more or less.

Subject to all easements and rights-of-way that may affect the above described parcel.



Expires 9 /30 /2012

EXHIBIT DRAWING TO ACCOMPANY
LEGAL DESCRIPTION
Groseta-Mingus Avenue
Dedication to City of Cottonwood
Lying in Section 33
T16N, R3E, G.&S.R.M.
Yavapai County, AZ



Expires 9/30/2012



Shephard & Wesnitzer, Inc.

75 Kallof Place
Sedona, AZ 86336
928.282.1061
928.282.2058 fax

www.swiaz.com

JOB NO: 08139
DATE: Nov. 2010
SCALE: AS SHOWN
DRAWN: PWN
DESIGN: N/A
CHECKED: PWN

City of Cottonwood Cottonwood
AZ

EXHIBIT DRAWING
Groseta/Mingus Ave
Proposed ROW

SHEET

3

OF
3

REAL ESTATE PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20____, by and between Del Monte Enterprises, L.L.C., an Arizona limited liability company (hereinafter referred to as "Seller"), and the City of Cottonwood, Arizona, an Arizona municipal corporation (hereinafter referred to as "Buyer").

RECITALS

A. Seller is the fee simple owner of a portion of undeveloped real property situated within the City of Cottonwood, Yavapai County, Arizona, and more particularly described by the legal description attached as Exhibit "A" (hereinafter referred to as "Property").

B. Seller desires to sell and Buyer desires to purchase the Property upon the terms and for the consideration set out in this Agreement.

C. Buyer has legal authority to enter into this Agreement pursuant to A.R.S. § 9-241.

IN CONSIDERATION of the mutual promises, covenants and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. **Purchase Price.** The total purchase price shall be Seventy-Five Thousand Dollars (\$75,000.00).

2. **Closing.**

2.1 **Time for Closing: Last Day to Close.** The Transaction shall be closed in Yavapai County, Arizona. Buyer and Seller shall deposit in escrow with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The date that this transaction closes is herein called the "Property Closing Date," and shall be December 31, 2010.

2.2 **Prorations; Closing Costs.** Prorated taxes and assessments on the Property for the period up and until the Property Closing Date shall be paid by Seller at or before closing. Buyer shall pay the premium and other charges for the cost of standard coverage title insurance for Buyer's required Title Policy. Buyer shall also pay at closing any Arizona or local documentary transfer tax or other Arizona transfer taxes or fees arising from the conveyance of the Property. Buyer shall pay all the escrow fee and recording charges.

2.3 **Buyer's Conditions to Closing.** The closing of this Transaction is subject to and conditioned upon the satisfaction of, or Buyer's written waiver of, the following conditions precedent in favor of Buyer, at or prior to the Property Closing Date:

(a) Buyer shall have received or the Title Company shall be unconditionally committed to issue a policy of title insurance dated the date the deed is recorded

and insuring Buyer's fee title to the Property in the amount of the Purchase Price free and clear of any exceptions other than the printed general exceptions and exclusions in the policy form.

(b) Each and all of the representations and warranties made by Seller hereof shall be true and correct as of the Property Closing Date.

(c) Buyer shall have received a survey of the Property, which is satisfactory to Buyer in all respects.

(e) Seller shall have delivered the deed and fully performed all of the material covenants that Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Property Closing Date.

2.4 Seller's Conditions to Closing. Seller's obligation to close shall be subject to and conditioned upon:

(a) Buyer's deposit of the Purchase Price funds with the closing agent on or before the Property Closing Date.

(b) The closing agent has not received instructions or conditions of closing from Buyer that are inconsistent with or in addition to those provided in this Agreement.

(c) Buyer shall have performed all of the material obligations required herein.

3. Closing Documents. At or prior to closing, Buyer and Seller shall execute and deliver to the closing agent the following:

3.1 Seller shall duly execute, acknowledge and deliver to Buyer, at closing, a warranty deed, in recordable form, conveying good and marketable title to the Property free and clear of any defects, liens or encumbrances.

3.2 If required by the closing agent, Seller shall execute and deliver a real estate transfer return, in form sufficient to satisfy Seller's obligations regarding the documentary transfer or real estate transfer tax (if any) owing upon the transfer of the Property.

3.3 Buyer shall cause the Title Company to issue or be unconditionally committed to issue the Title Policy.

3.4 Seller shall execute and deliver an assignment of all Seller's rights, interests, claims and privileges under any express or implied warranties or guaranties, benefitting the Property, any plans, specifications, and designs of the Property, any property insurance policies and claims, and any condemnation awards or rights to same pertaining to the Property.

3.5 Buyer and Seller shall each execute and deliver such other documents as may be reasonably required to close the purchase and sale of the Property in accordance with this

Agreement.

4. **Title Insurance.** Within thirty (30) days after the date this Agreement is signed, Buyer will obtain a preliminary commitment for the Title Policy (the "Commitment") in the amount of the Purchase Price and issued by the Title Company, together with copies of all exceptions set forth therein. The Commitment (any supplements thereto) shall reflect no exceptions, unless agreed to in writing by Buyer. If the Commitment or any supplement thereto reflects any exceptions other than the standard printed exclusions and general exceptions in the policy form and the Permitted Exceptions, Buyer may elect to require Seller to remove such exceptions at Seller's sole expense at or prior to closing.

If Buyer elects to require Seller to remove such exceptions at or prior to closing by notice to Seller, then Seller's failure to remove such exceptions at Seller's sole expense by the Property Closing Date shall constitute a default by Seller, and Buyer may, in its sole discretion, pursue any one or more of the following remedies: bring suit for specific performance and/or damages; extend the Property Closing Date by a period that Buyer determines is reasonably required for the removal or endorsement over by the Title Company of such disapproved exceptions and reserving all rights, claims and remedies; and/or elect to close subject to such disapproved exceptions and retain all rights and remedies to recover damages from Seller after closing in an amount equal to the diminution in the value of the Property caused by such disapproved exceptions.

The Title Policy shall be dated as of the date the deed to Buyer is recorded, and shall insure Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property and such other matters as are insured against by such policy and endorsements, subject only to the standard printed exclusions and general exceptions appearing in the title insurance policy form.

5. **Seller's Representations.** Understanding that Buyer is relying on the following representations and warranties, Seller makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder and which shall survive the closing.

5.1 To Seller's actual knowledge, there has been no production, discharge, disposal, or storage on, from, or onto the Property of any petroleum products or hazardous waste, hazardous materials, or other toxic substance or any activity which could have otherwise contaminated the Property or adjacent real property excepting the fuel or other products that may have incidentally leaked on or near the Property from vehicles and other equipment under normal operating conditions; and there is no proceeding or inquiry by any governmental agency with respect to contamination of the Property. To Seller's actual knowledge, the Property is in compliance with all federal, state, and local environmental laws and regulations. To Seller's actual knowledge, no environmental enforcement action exists with respect to the Property, nor does Seller have actual knowledge of any basis for such an action.

5.2 Seller is currently the sole owner of the Property and has full power, authority, and legal capacity to enter into the transaction contemplated by this Agreement, to

execute this Agreement and any and all other documents or instruments required in connection with this Agreement, and to carry out this Agreement and the transactions contemplated hereby.

5.3 There are no leases, options, contracts, or rights of first refusal, recorded or unrecorded, affecting the Property. The Property is free and clear of any encumbrances, liens, or exceptions to title.

5.4 No actions, lawsuits, proceedings, or claims are pending or threatened which would affect the Property, the value of the Property, Seller's ownership thereof, or the conveyance of ownership to the Buyer pursuant to the terms of this Agreement.

5.5 There are no parties in adverse possession of the Property. There are no parties in possession of the Property except Seller, and no parties have been granted any license, lease, or other right relating to the use or possession of the Property.

5.6 There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships, or voluntary or involuntary proceedings in bankruptcy or pursuant to any other laws for relief of debtors contemplated or filed by Seller or pending against Seller or affecting or involving the Property.

5.7 Except for the obligations imposed by this Agreement, Buyer does not and shall not have any liability with respect to any claim, obligation, or liability (including attorney's fees and court costs) arising out of or related to the Property as a consequence of any act or failure to act by Seller prior to the closing.

5.8 Seller is not prohibited from consummating the transaction contemplated by this Agreement, by any law, regulation, agreement, instrument, restriction, order, or judgment.

5.9 There is no default, nor has any event occurred which, with the passage of time or the giving of notice or both would constitute a default in any contract, mortgage, deed of trust, lease, or other instrument which relates to the Property or which affects the Property in any manner whatsoever.

6. Buyer's Representations.

6.1 Buyer represents that it has the legal authority and ability to enter into the transaction contemplated by this Agreement.

6.2 Buyer represents to Seller that it has examined the Property, that it is fully satisfied with the physical condition thereof, excepting any latent defects, and that neither the Seller nor any representative of the Seller has made any representation or promise upon which Buyer has relied concerning the physical condition of the Property, except as to those representations expressly stated in this Agreement.

7. Brokerage. It is the expressed declaration of the Parties that no real estate

commissions will be due from Buyer to Seller or any other party resulting from the proposed sale of the Property. If any person or entity shall assert a claim to a finder's fee, brokerage commission, or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the Party hereto under whom the finder or broker is claiming shall indemnify and hold the other Party harmless from and against any such claim and all costs, expenses, and liabilities incurred in connection with such claim or any action or proceeding, including, but not limited to, attorney and witness fees and court costs in defending against such claim. This indemnity shall survive the closing or the cancellation of this Agreement.

8. **Time Periods.** Time is of the essence in this Agreement. If the last day of any time period hereunder or a date for performance referenced herein is a Saturday, Sunday or legal holiday, the last day of such specified period or such date for performance shall be extended to the next business day. In construing the Parties' intent with regard to this Agreement and the applicable terms of this Agreement, no greater or stricter construction of any term or provision hereof shall be asserted against a Party by reason of such Party's being the drafter or alleged drafter thereof.

9. **Default and Remedies.** If a Party defaults with respect to this Agreement, the non-defaulting Party may seek specific performance, or any other remedy specified herein or permitted in equity or at law. However, good faith participation in mediation is a condition precedent to any enforcement action or claim for breach. Said mediation will be conducted in Yavapai County by a mutually-agreed-upon mediator. However, if the Parties cannot agree to a mediator, either Party can request the appointment of a mediator through the Yavapai County Superior Court. If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court.

10. **Escrow.**

10.1 **Opening of Escrow.** Buyer shall open an escrow (the "Opening of Escrow") by delivering to the Cottonwood, Arizona, office of the Title Company, a copy of this Agreement. This Agreement, together with any additional instructions ("Instructions") hereinafter executed by the Parties, shall constitute the Escrow Holder's instructions in connection with the Escrow. In no event shall any Instructions modify the provisions of this Agreement except to the extent that such Instructions expressly state that they modify the provisions of this Agreement, and in the event of any inconsistency between the provisions of any Instructions and the provisions of this Agreement, the provisions of this Agreement shall govern.

10.2 **The Escrow Holder.** The duties of the Escrow Holder shall be as follows:

(a) To retain and safely keep all funds, documents and instruments deposited with it.

(b) To confirm that all conditions to the Closing specified in this Agreement have been met.

(c) Upon the Closing, to deliver to the Parties entitled hereto all funds, documents and instruments to be delivered through Escrow.

(d) Upon the Closing, to cause the recordation of the deed referred to herein with the Office of the Yavapai County Recorder.

(e) To comply with the terms of this Agreement and any additional instructions jointly executed by Buyer and Seller.

11. **Insurance.** Throughout the period between the date of this Agreement and the Property Closing Date, Seller shall maintain existing liability insurance on the Property.

12. **Conditions Subsequent to Closing.** Following the Property Closing Date, and at times deemed appropriate by the Buyer, the following actions shall be taken by the Buyer with respect to the Property:

12.1 **Curb Cuts.** Buyer, at its expense, will install two (2) curb cuts on the Property with locations and designs to be approved beforehand by Seller.

12.2 **Water Line Taps.** Buyer agrees to install two (2) 8" water line taps in the area of the curb cuts. Such water line taps shall be stubbed at the edge of the proposed new right-of-way at both curb cuts.

12.3 **Sanitary Sewer Taps.** Buyer agrees to provide two (2) 8" sewer taps to the edge of the proposed right-of-way at both curb cuts.

12.4 **Reclaimed Water Taps.** Buyer agrees to provide two (2) reclaimed water taps at both curb cuts.

12.5 **Right Turn Lane.** Buyer agrees to construct a right turn lane at the intersection of Mingus Avenue and State Route 89-A.

13. **Conflict of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511 and Buyer and Seller specifically state that neither is aware of any employee of Buyer who has any affiliation with Seller.

14. **Notices.** Notices shall be in writing and shall be given by personal delivery or by U.S. certified mail, return receipt requested, postage prepaid, addressed to Seller or Buyer, as applicable, at the addresses set forth below or at such other address as a party may designate in writing.

Seller: Del Monte Enterprises, L.L.C.
P.O. Box 1619

Cottonwood, AZ 86326
Attn: Andy Groseta

Buyer: City of Cottonwood
827 North Main Street
Cottonwood, AZ 86326
Attn: Mr. Doug Bartosh, City Manager

15. **Governing Law.** This Agreement shall be governed by the laws of the State of Arizona, and litigation can only be brought within the Yavapai County Superior Court.

16. **Binding Effect.** This Agreement shall be binding and inure to the benefit of the Parties and their respective successors, assigns, representatives, affiliates, directors, members, officers, and insurers of the Parties.

17. **Severability.** If a court of competent jurisdiction makes a final determination that any term or provision of this contract is invalid or unenforceable, all other terms and provisions shall remain in full force and effect, and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision.

18. **Headings.** The headings of this Agreement are for the purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

20. **Merger.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations, and understandings, written or oral, are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the date indicated above.

SELLER:

BUYER:

Del Monte Enterprises, L.L.C.

City of Cottonwood

By: _____

By: _____

Its: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this ____ day of _____, 20____, by _____.

Notary Public

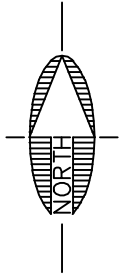
My commission expires:

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

The foregoing instrument was duly executed and acknowledged before me this ____ day of _____, 20____, by _____.

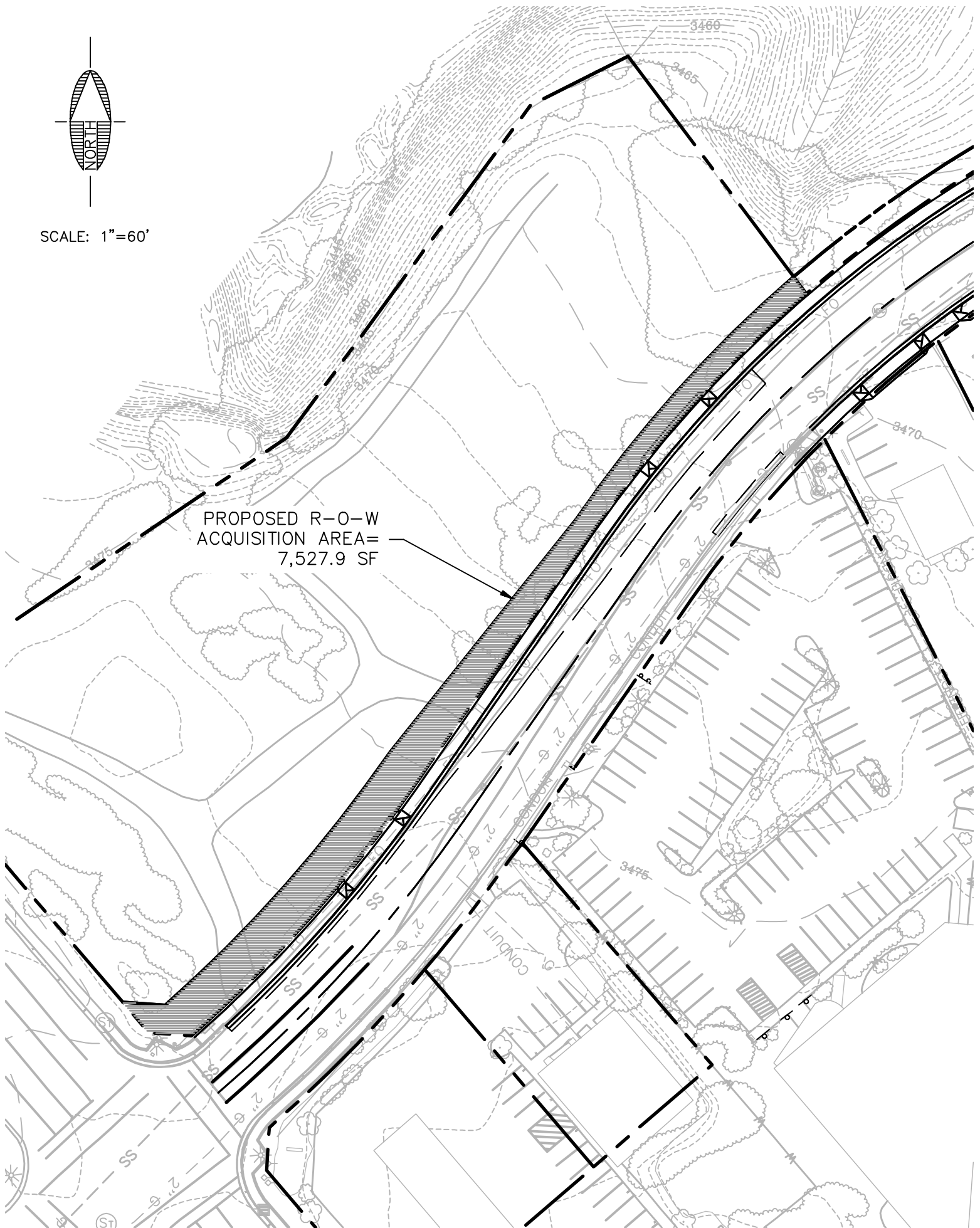
Notary Public

My commission expires:



SCALE: 1"=60'

PROPOSED R-O-W
ACQUISITION AREA=
7,527.9 SF



RESOLUTION NUMBER 2890

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, DEDICATING CITY-OWNED LAND AS A PUBLIC RIGHT-OF-WAY.

WHEREAS, the City of Cottonwood owns the real property along Mingus Avenue (APN 800-14-012K) as described in Exhibit "A" which is situated in the City; and

WHEREAS, the City Council desires to dedicate that real property, in perpetuity, as a public right-of-way.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, THAT:

Section 1. The right-of-way is described in Exhibit "A" attached hereto, and is for the purpose of construction, improvement, operation and maintenance of a public street, road or highway, together with all related uses and improvements including, but not limited to, sidewalks, curbs, gutters and traffic signage, and the right to trim such portion of the vegetation as may grow upon or extend over said right-of-way so as to prevent the same interfering with the efficient use and maintenance of the right-of-way.

Section 2. The City retains the right to authorize, permit or license the use of said right-of-way for utilities or other public purposes not inconsistent with the primary purpose of the right-of-way.

Section 3. The City Manager or his designee is hereby authorized to file this right-of-way dedication with the Yavapai County Recorder's Office.

RESOLUTION NUMBER 2890

Page 2

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR
OF THE CITY OF COTTONWOOD, ARIZONA, THIS 2ND DAY OF MAY, 2017.

Tim Elinski, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, City Attorney

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting	May 2, 2017
Date:	
Subject:	Mingus Avenue Waterline Replacement
Department:	Utility Services
From:	Roger Biggs

REQUESTED ACTION

Award of contract for the Mingus Avenue waterline replacement project to Kinkaid Civil Construction, LLC.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

“I move to award the contract for the Mingus Avenue waterline replacement project to Kinkaid Civil Construction, LLC in the amount of \$1,125,614.38.”

BACKGROUND

The intent of this solicitation is to enter into an agreement for the replacement of an aging, approximately 6000-foot section of waterline along Mingus Avenue and a portion of 6th Street. Staff issued an Invitation for Bids (IFB) for the project on March 3, 2017, with bids due on April 4th. The solicitation was published in the newspaper in consecutive weeks and was posted on Public Purchase as well as on the City website.

Staff also sent the IFB directly to local contractors who have expressed interest in this type of work. Three completed bids were received by the deadline, and Kinkaid Civil Construction was the low bidder at \$1,125,614.38.

JUSTIFICATION/BENEFITS/ISSUES

The Mingus Avenue waterline extends approximately a mile along Mingus Avenue from Willard Street to Main Street. Portions of the line are nearly 80 years old, and pose some of the typical challenges associated with aging utility infrastructure, including reduced flows and high maintenance needs. The line is a critical transmission route for the City’s entire water system. Upon completion, supply reliability, fire flows and quality will be improved not only in neighborhoods adjacent to the project but throughout the system.

COST/FUNDING SOURCE

\$1,000,000.00 of the \$1,125,000.00 million dollar project cost will be paid from proceeds of the WIFA loan the City received in 2015 to refinance the higher-interest

water system revenue bonds issued in 2004 to finance the acquisition of the Verde Santa Fe, Cordes Lakes and Clemenceau water companies. This amount includes includes \$550,000.00 in forgivable principle. The remaining \$125,000.00 is included in the Utility Department's construction budget.

ATTACHMENTS:

File Name	Description	Type
Mingus_Waterline_Bid_Tabulation.pdf	Mingus Waterline Bid Tabulation	Cover Memo
Mingus_Waterline_ROC_Info_-_Kinkaid_Civil.pdf	Mingus Waterline ROC Info	Cover Memo
Mingus_Waterline_Kinkaid_Bid.pdf	Kinkaid Bid	Cover Memo

City of Cottonwood

SOLICITATION TABULATION

Project Name: Mingus Avenue Waterline Installation

Solicitation Number: 2017-PW-05

Solicitation Opening Date: April 4th, 2017 at 10:00 a.m.

Firm Name	Quote Amount	Addenda Ack?
Kinkaid Civil Construction, LLC	1,125,614.38	YES
Red point Contracting	1,274,859.10	YES
Standard Construction Co., Inc	1,336,043.62	YES YES, Addenda

Notes: In Attendance: JEFF COOK - City of Cottonwood - [Signature]
Michael Flaherty - Red point - [Signature]
Thierry Sanders-Brillault - Kinkaid Civil Construction - [Signature]

**DISCLAIMER**

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in A.R.S. 32-1104A3. Please read our Standard Disclaimer at www.azroc.gov/Legal/Disclaimer.html

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 299009 (Monday, April 10, 2017 11:25:21 AM)

Contractor		License	
Name/ Address/ Phone	Status/ Action	Class Type Entity	Issued/Renewal
KinKaid Civil Construction LLC 4505 E Virginia St Mesa, AZ 85215-9100 Phone:	CURRENT	KA DUAL LLC	First Issued: 06/24/2015 Renewed Thru: 06/30/2017

License Class & Description **KA DUAL ENGINEERING**

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Jeffrie Anne Borum
Position QP/MEMBER Qual. Date 06/24/2015

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762) to identify the ROC office location you need to visit to view complete complaint documentation.

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/Withdrawn:	0	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
LSM0730911	05/05/2015	\$109,000.00	\$0.00	\$109,000.00	RLI Insurance Company	



City of Cottonwood, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:
COMMODITY/SERVICE SOUGHT:
SOLICITATION INVITATION NO.:
BID DUE DATE AND TIME:
LOCATION:

INVITATION FOR BIDS
Mingus Avenue Waterline Installation
2017-PW-05
April 4th, 2017 10:00 AM local Arizona time
City of Cottonwood
Administrative Services Department
Purchasing Division
816 N. Main Street
Cottonwood, Arizona 86326

Pursuant to Arizona Revised Statutes Section 34-201, notice is hereby given that the City of Cottonwood ("City") will accept bids with the intention of entering into a contract for: the installation of a new waterline along Mingus Avenue from Willard to Main Street, (the "Project"). All facilities are located in Cottonwood, Arizona 86326.

Bids shall be enclosed in a sealed envelope clearly identified as **Mingus Avenue Waterline Installation Project**. The name and address of the entity submitting the Bid shall also be clearly marked on the sealed envelope. It is the sole responsibility of the entity submitting the bid to see that his/her bid is received at the proper time. The bid shall be submitted to the **City of Cottonwood, Purchasing Division, 816 N Main Street, Cottonwood, AZ 86326 by 10:00 AM on Tuesday, April 4th, 2017**, at which time all bids shall be opened and the name of each Bidder and the amount of its bid shall be publicly read. Late bids will not be considered and will be returned unopened.

Contractors desiring to submit bids may obtain PDF versions of the plans and specifications and other information pertaining to the Project via email by contacting the Purchasing Division at jcook@Cottonwoodaz.gov. Documents can also be obtained through the Public Purchase website at www.publicpurchase.com.

There will not be a pre-bid meeting for this project.

Every bid shall be accompanied by a certified check, cashier's check or surety bond for ten percent (10%) of the amount of the bid as a guarantee that if selected, the Bidder will enter into a contract to construct the Project in accordance with the plans and specifications. Any surety bond submitted in compliance with this requirement shall be executed by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1; shall follow the form prescribed in Arizona Revised Statutes Section 34-201; and all liabilities on the bond shall be determined in accordance with that section as if it were copied at length therein.

The City of Cottonwood will select a vendor based on the lowest responsible and responsive bid. In accordance with Arizona Revised Statutes Section 34-201(A) (4), the City reserves the right to reject any or all bids or to withhold the award for any reason the City determines.

Publish Date: Verde Independent – Sunday, March 12th, 2017 and Sunday, March 19th, 2017

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OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Arizona Transaction (Sales) Privilege Tax License Number: <u>20764532</u></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Federal Employer Identification Number: <u>45-3638354</u></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Kinkaid Civil Construction, LLC Contractor Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">4505 E Virginia Street Address</div> <div style="display: flex; justify-content: space-between; border-bottom: 1px solid black; margin-bottom: 5px;">Mesa,Arizona85215</div> <div style="display: flex; justify-content: space-between;">CityStateZip Code</div>	<div>For Clarification of this Bid contact:</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Name: <u>Jeffrie Borum</u></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Telephone: <u>(480) 646-4438</u></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Facsimile: <u>(480) 696-5501</u></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Email: <u>Bids@kinkaidcivil.com</u></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;"> Authorized Signature for Contractor</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Jeffrie Borum Printed Name</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Member Title</div>
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ACCEPTANCE OF OFFER AND NOTICE OF AWARD (FOR CITY OF COTTONWOOD USE ONLY)

Effective Date: _____ Contract No. _____ Official File: _____

CITY OF COTTONWOOD, an Arizona municipal
corporation

Tim Elinski, Mayor

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steve Horton, City Attorney

ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.

1.5 “City” means the City of Cottonwood, an Arizona municipal corporation.

1.6 “City Representative” means the City employee who has specifically been designated to act as a contact person to the City’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under the Contract and for providing information regarding details pertaining to the Work.

1.7 “Confidential Information” means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 “Contract” means, collectively, the (i) Offer/Bid, (ii) this IFB, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) the Certificate of Completion and (viii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

1.10 “Contract Time” means the time period during which the Contractor must complete all of the Work related to the Project.

1.11 “Days” means calendar days unless otherwise specified.

1.12 “Engineer” means the City Engineer or authorized designee.

1.13 “Final Completion” shall be defined as set forth in Section 3.17 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Contract Administrator and subject to modification by changes in the Work as provided in Section 3.15 below.

1.14 “Invitation for Bids” or “IFB” means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City’s Procurement Code.

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1.15 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

1.16 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.17 “Price” means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

1.18 “Procurement Administrator” means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.19 “Procurement Agent” means the City Manager or authorized designee.

1.20 “Procurement Code” means the City’s Procurement Code, as amended from time to time.

1.21 “Project” means the purpose and Work described as set forth in Section 2.1, in the “Purpose/Scope of Work” of the IFB.

1.22 “Punch List” means that list of items provided by City to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

1.23 “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in the Contract. This term does not include “professional and technical services” as defined in the Procurement Code.

1.24 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.25 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.26 “Substantial Completion” shall be defined as set forth in Section 3.16 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.15 below.

1.27 “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this Invitation for Bids.

1.28 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

ARTICLE II – BID PROCESS: BID AWARD

2.1 **Purpose/Scope of Work.** The Work included in this Project consists of the installation of a new waterline along Mingus Avenue from Willard to Main Street, (the “Project”). All facilities are located in Cottonwood, Arizona 86326.

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2.2 Amendment of IFB. Except as set forth in Section 3.56 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The City will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.
2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder’s responsibility to carefully examine each item listed in the Specifications.

C. Required Submittal. Bidders shall provide **all of the following** documents to be considered a responsive Bid:

1. Complete, fully executed original of this IFB, with the Offer signed in ink by a person authorized to bind the Bidder.
2. Price Sheet.
3. Bid Bond.
4. Licenses; /DBE & MBE Status.
5. References.
6. Federal Requirements, if applicable.
7. Acknowledgment for each Addendum received, if any.

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D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire, completed Bid package by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City of Cottonwood Purchasing Division, 816 N. Main Street, Cottonwood, Arizona 86326, or hand-delivered to the Administrative Services office located at the same address.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the City Representative and Procurement Administrator whose names appear on the cover page of this IFB. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

1.1. B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available via the City's vendor registration/notification system or other means. Vendors (Offerors) are encouraged to register via the on-line vendor registration system at www.publicpurchase.com, in order to automatically receive notification of Solicitation Addendum or notice of other solicitation opportunities. Select REGISTER OR LOG-IN NOW. A Vendor (Offeror) who is not so registered must contact the Purchasing Office to make other arrangements to receive notice of Addenda to this Solicitation. Vendors (Offerors) who submit offers without acknowledgement of addenda may have their responses rejected.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the City Representative at least ten days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a

complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase “*or equal*,” Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Contract Administrator will have the final approval of all materials, articles, products and equipment proposed to be used as an “equal.” No such “equal” shall be purchased or installed without prior, written approval from the Contract Administrator. No “equal” will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the City Representative at least ten days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders’ Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders’ Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. Contractor is responsible for ensuring that all Materials contained in the Plans for the project are bid on the Price Sheet. Contractor shall bring any potential discrepancy between the Plans and the Price Sheet to the City’s attention, either at the Prospective Bidders’ Conference or by written inquiry, as set forth in Subsection 2.4(A) above. If any error, omission or misstatement is found to occur, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders’ Conference. A Prospective Bidders’ Conference may be held. If scheduled, the date and time of the Prospective Bidders’ Conference will be indicated on the cover page of this IFB. The Prospective Bidders’ Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders’ Conference. Bidders are strongly encouraged to attend those Prospective Bidder’s Conferences designated as non-mandatory. The purpose of the Prospective Bidders’ Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City’s requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders’ Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

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2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable State tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached hereto as Exhibit D. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and City regulations. In general, where these rules conflict, the more stringent law or rule applies.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed City business registration on file with the City Financial Services Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit E and incorporated herein by reference. Upon the City's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion

of a project within the established schedule and budget and “similar projects” resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit F and incorporated herein by reference. *These references will be checked*, and it is Bidder’s responsibility to ensure that all information is accurate and current. Bidder authorizes the City’s representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City’s representative may conduct any investigation deemed necessary to determine the Bidder’s ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.

2.17 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the City in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier’s check and must be in the possession of the City Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or ten Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best’s Key Rating Guide of “A-” or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the City will (A) issue a Notice of Award for those Offers accepted by the City and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.18 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) Price, including alternates, if any, but excluding taxes and "as-needed" services requested by the City and (3) Bidder qualifications to perform the Work.

C. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

D. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for 90 days after the Bid Opening.

E. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

ARTICLE III – GENERAL TERMS AND CONDITIONS

PART A - GENERAL

3.1 Plans and Specifications to Successful Contractor. The successful Contractor may obtain electronic documents of Plans and Specifications for this Project from the Contract Administrator at no cost.

3.2 Contract Time. The Contract Time for this Project shall consist of two ninety day (90) periods for a total of 180 calendar days from the Notice to Proceed. All Work on Phase I of the Project shall be completed on or before July 1, 2017 and all Phase II Work on the Project shall be completed on or before the expiration of the Contract Time.

3.3 Pre-Construction Conference. Within 30 days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The City will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Contract Administrator:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed key personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the City Representative. Such key personnel and

Subcontractors shall be satisfactory to the Contract Administrator and shall not be changed except with the consent of the Contract Administrator. Additionally, the Contract Administrator shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Contract Administrator's sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Contract Administrator's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

3.4 Notice to Proceed. Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Contract Administrator, in writing, at least 72 hours before the following events:

A. Commencement. The start of construction.

B. City Services Shut Down. Shutdown of City water, sewer, drainage, irrigation and/or traffic control facilities.

3.5 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) City and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration ("OSHA") standards.

3.6 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required agency permits. The City will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the City without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.7 Inspection, Safety and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected

the jobsite and has thoroughly reviewed the Contract including, without limitation, the Specifications listed on Exhibit A, as the same may be revised by the City, and is not relying on any opinions or representations of City. Contractor agrees to perform and complete such Work in strict accordance with the Contract and under the general direction of the City. Contractor agrees that any exclusions of any Work must be approved in writing by the City prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and City laws, codes, ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

3.8 Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, latest revision thereto. Traffic control signs will be used at all times when work is being performed or when a potential hazard is present. When necessary certified flaggers will be used to control traffic using a stop and slow paddle. Signs and flaggers (per MUTCD) are required when a lane is blocked or encroached upon. For all work impeding or impacting traffic (vehicular or pedestrian) a Traffic Control Plan must be approved by the City before any work begins. The City of Cottonwood will not provide signs, barricades, or other equipment for use in traffic control. Only rubber tired equipment shall be used on pavement, except crawler equipment using street pads.

3.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.10 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve

Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and

declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance and non contributory with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as

an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work adjunct or residual to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract 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.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

3.11 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the City. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Contract Administrator within seven days after execution of this Agreement by the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and the Contract terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.12 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the City. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Contract Administrator within seven days after execution of this Agreement by the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and the Contract terminated by the City. In case of default the City reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit J, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.13 Changes in the Work. The City may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to the Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by

the City's written approval authorizing said change, and said changes shall be performed under the applicable conditions of the Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the City increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the City decreases the Work resulting in a decrease in Contractor's quantity of the Work, the City shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the City is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.14 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Contract Administrator shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The City shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the City can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the City of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the City and Contractor. The Certificate of Substantial Completion signed by the City and Contractor shall state the respective responsibilities of the City and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the City and establish the time for completion and correction of all Punch List items. If the City and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.15 Final Completion. The City shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the City by the Contractor. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Contract Administrator shall issue a Certificate of Final Completion to the Contractor on behalf of the City. Following receipt of payment from the City, the Contractor shall make all payments due to the Subcontractors.

3.16 Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been

incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the City or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the City an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the City. The application shall be deemed approved and certified for payment seven days after it is submitted unless before that time the City prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under the Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the City a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the City and Contractor.

2. Within 14 days after approval of each monthly application for payment, the City shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the City, (b) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.18(B) below.

3. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the City shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the City and the Contractor as to extent and time for Final Completion. The City thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the City shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.18 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the City that (1) title to the Materials and equipment will pass to the City upon

payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the City may reasonably request in order to protect its interests. With the prior, written approval of the City, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the City shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the City that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the City). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the City for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the City's sole negligence. Should the City have reason to believe Contractor is not properly safeguarding any of the Materials, the City shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the City, and if such insurance is not obtained due to a lack of insurable interest, the City shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. In making final payment the City waives all claims except for:

- a. Outstanding liens.
- b. Improper workmanship or defective Materials.
- c. Work not in conformance with this Contract or Work not completed.
- d. Terms of any special warranties required by this Contract.
- e. Delivery to City of all warranties, operation and maintenance manuals, "AS-BUILT" record drawings and other documents as required by this Contract.
- f. Right to audit Contractor records for a period of three years.
- g. Claims previously made in writing and which remain unsettled.

3. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the City a two-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Contract Administrator, which warranty shall begin on the date that the City accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by City staff during the two-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Contract Administrator. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor's construction activities on the Property. Nothing contained herein shall prevent the City or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

3.17 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

PART B - PERFORMANCE OF THE WORK

3.18 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Contract Administrator with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Contract Administrator and approved by the Contract Administrator, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Contract Administrator may revise the Schedule during the course of the Work. Contractor, to induce the City to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.19 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Contract Administrator to the Contractor's representative shall be considered as having been given to the Contractor.

3.20 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Contract Administrator's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Contract Administrator may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Contract Administrator shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a

recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.21 Extensions of Time.

A. **Allowable Extensions.** An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. **Excusable Delay.** To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.
2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.
3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.
4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.
5. Delays occurring due to the acts or omissions of the City and those within the control of the City.
6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.
7. If adverse and unusually severe weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had a direct, actual adverse effect on the scheduled construction. Claims for extensions of time due to unusual or inclement weather, or related muddy or otherwise unworkable site conditions, shall be made in conformance with the requirements of Paragraph 4.3. Claims for time extensions due to unusual weather conditions will be granted only where the unusual weather conditions actually and directly prevented execution of items within the critical path of the Work. Unusual or inclement weather as used herein means weather beyond that normally expected that results in a minimum of a five (5) hour delay or loss of work for at least 75% of the labor force working on critical path work that day. Claims for rain days must be received by the Owner by 10:00 a.m. of the day that the rain or muddy condition occurs. The appropriate number of rain days shall be shown as single critical path activity with proper duration immediately preceding the Substantial Completion milestone on the critical path project schedule. The duration of this activity will be reduced by the approval rain days encountered. Inclement weather delays, regardless of where they occur during the Work schedule, may warrant extension of contract time but are otherwise non-compensable.

8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Contract Administrator in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Contract Administrator of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within ten days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Contract Administrator will provide the Contractor with written notice of Contract Administrator's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Contract Administrator's determination may be issued at such time as the Contract Administrator deems reasonable, but not later than ten Days after receipt by the Contract Administrator of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Contract Administrator of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.22 Liquidated Damages. Contractor further agrees to pay as liquidated damages the sum of five hundred dollars (\$500.00) for each consecutive calendar day thereafter, for either Substantial Completion or Final Completion, plus any additional costs incurred by the Owner due to the delay. The Contractor agrees that actual damages would be difficult or impossible to calculate and the above liquidated damage amount is entirely reasonable under the circumstances.

A. Prior to Termination. If the Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the Work is complete.

B. After Termination. In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs and, in addition, for liquidated damages until such time as the City may reasonably obtain delivery or performance of similar Services.

3.23 Suspension by the City for Convenience.

A. City Determination. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.24 Termination by the City for Convenience. The City may, upon 30 days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the City without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the City's termination by convenience.

3.25 Termination by the City for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 days after the Contractor receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the City's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Contract, without prejudice to any right or remedy otherwise available to the City, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.
2. Provides adequate assurances of future performance.
3. Compensates the City for actual pecuniary loss resulting from such breaches.
4. Assumes the obligations of the Contractor within the established time limits.

3.26 Contract Subject to Appropriation. The City is obligated only to pay its obligations set forth in the 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 the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The

City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

3.27 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the City, in which event Contractor shall be entitled to compensation for such overtime Work. If the City requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the City a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the City on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.28 No Damage for Delay or Additional Work by the City. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in the event of delay or Additional Work by the City shall be an extension of time hereunder to complete the Work.

3.29 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the City. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the City and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.30 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Contract Administrator. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.31 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Contract Administrator, the Contractor shall discharge any person who is, in the opinion of the Contract Administrator, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the City from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.32 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete the Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the City's right-of-way. The Contractor shall exercise caution during the course of this Work to

avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.33 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Contract Administrator to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Contract Administrator, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Contract Administrator for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, bridge, and any other structures for which trenching is necessary.

3.34 Plans and Shop Drawings, Samples and Substitution of Materials. Contractor shall furnish, within three business days following request therefore by the City, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the City in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the City. Approval by the City shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.35 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Contract Administrator, construction will be restricted as listed in the following table:

May 1 – October 31	November 1 – April 30
5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 5:00 p.m. on Saturdays, Sundays and all City, State and Federal holidays.

3.36 Stockpile of Materials.

A. Contract Administrator Approval. The Contractor may, if approved by the Contract Administrator, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or prevent compliance with traffic regulations.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.37 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and

disposed of by the Contractor. Disposal of material within the Cottonwood City Limits or Planning Area must be approved by the Contract Administrator. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.38 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.39 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.40 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.41 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by City Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the City Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the City Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the City, if not deducted by the City from monies due Contractor, shall be paid by Contractor within five business days of written demand by the City.

3.42 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the City; provided, however, that the City shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the City shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the City deems unsafe until corrective measures satisfactory to the City have been taken. Should Contractor neglect to adopt such corrective measures, the City may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the City.

3.43 Public Information and Notification. The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the City Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section; provided, however, that the Contract Administrator may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and City officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2"x11"), as submitted to and subject to the approval of the Contract Administrator, to all businesses, property owners and residents within 600 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

1. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project.
2. Name of Contractor's Project Manager.
3. Name of Contractor's Project Superintendent.
4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of City's Project Manager.
8. Name of the Contract Administrator.

The Contract Administrator shall provide the Contractor with a distribution list for this "Dear Neighbor" letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Contract Administrator and (2) provide the Contract Administrator with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the "Dear Neighbor" letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Contract Administrator deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Contract Administrator, Contractor may be

required to distribute additional public notifications. At the end of construction a final "Dear Neighbor" letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor's and the City's appreciation for their patience during construction of the Project.

PART C - MISCELLANEOUS

3.44 **Applicable Law; Venue.** This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Yavapai County, Arizona.

3.45 **Conflict of Interest.** This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

3.46 **Contract Amendments.** This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

3.47 **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

3.48 **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

3.49 **Independent Contractor.** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work and the specifications, plans/construction drawings as set forth in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

3.50 **Entire Agreement; Interpretation-Parol Evidence.** This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract 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 the Contract. 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 Contract.

**CITY OF COTTONWOOD
PUBLIC WORKS DEPARTMENT
2017-PW-05**

3.51 Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

3.52 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

3.53 Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Materials or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

3.54 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

3.55 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Cottonwood
 816 N. Main Street
 Cottonwood, Arizona 86326
 Attn: Purchasing Agent

With copy to: City of Cottonwood
 824 N. Main Street
 Cottonwood, Arizona 86326
 Attn: City Clerk

If to Contractor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.56 Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

3.57 Force Majeure. Except for payment for 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; floods; 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. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.65, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.62.

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. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.65 and shall make a specific reference to this Section, 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. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.58 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

3.59 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.62 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.70 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or

verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.60 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

3.61 Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.62 Warranties. Contractor warrants to the City that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the City and that all Work shall be of first class quality, free from faults and defects and in conformance with the Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the City immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the City. Contractor further agrees to execute any special guarantees as provided by the Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the City and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of the Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the City's written demand, the City shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.63 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the City. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.64 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

3.65 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.66 Liens. All Materials, Service or construction shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

3.67 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

3.68 Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

3.69 Preparation of Specifications by Persons other than City Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.70 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

**EXHIBIT A
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[Specifications, Plans/Construction Drawings]

See PDF Document of Plans Included in Bid Package

**MINCUS AVENUE WATER LINE
INSTALLATION
WILLARD STREET TO MAIN STREET
COTTONWOOD, ARIZONA**



WATER LINE QUANTITIES

ITEM	QTY	UNIT	PRICE
1	6	EA	185
2	1	EA	185
3	2,688	S.Y.	185
4	24	L.F.	185
5	73	L.F.	185
6	567.57	S.Y.	185
7	3,857.57	S.Y.	185
8	548	L.F.	185
9	664	L.F.	185
10	13	L.F.	185
11	20	EA	185
12	2	EA	185
13	8	EA	185
14	1	EA	185
15	5	EA	185
16	30	EA	185
17	50	EA	185
18	68	L.F.	185
19	250	L.F.	185
20	3	EA	185
21	2	L.F.	185
22	7	EA	185
23	1	EA	185

WATER LINE QUANTITIES

[illegible]

NOTE: ITEMS NOT DENOTED AS "P" ARE CONSIDERED INCIDENTAL TO CONSTRUCTION.
NOTE: THE ENGINEER DOES NOT WARRANT ANY QUANTITIES SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES.

SITE MAP
SCALE: 1"=200' (APPROX.)
CONTACT INFORMATION

[illegible]

BENCHMARK

BENCHMARK
THIS PROJECT UTILIZES THE ARIZONA STATE PLANS

BASIS OF BEARING

18
INCH
PIPE
WALL THICKNESS 0.1875 INCH
WALL WEIGHT 33.6 LB/FT

B#2= CENTER OF SANITARY SEWER MANHOLE IS LOCATED IN THE INTERSECTION OF MANOUS AVENUE AND 10TH STREET (MANHOLE ELEVATION = 3433.54)
B#1= CENTER OF SANITARY SEWER MANHOLE IS LOCATED IN THE INTERSECTION OF MANOUS AVENUE AND 10TH STREET (MANHOLE ELEVATION = 3404.45)
B#4= CENTER OF SANITARY SEWER MANHOLE IS LOCATED IN THE INTERSECTION OF MANOUS AVENUE AND 6TH STREET (MANHOLE ELEVATION = 3423.71)
AND A 3/4" STEEL PIN AT THE CENTER 1/4 CORNER AS SHOWN
THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 34
A 5" BRASS CAP MONUMENT AT THE WEST 1/4 CORNER
AND A 3/4" STEEL PIN AT THE CORNER AS SHOWN
HORN, SMD BEARING BEING N 89.5325° W AT A DISTANCE OF 272.024'

ENGINEERS NOTES

[illegible]

INDEX OF SHEETS

[illegible]

SCALE:	HORIZ. N/A	VERT. N/A	SHEET 1	OF 17
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COVER SHEET
MINGUS AVENUE
WATER LINE INSTALLATION
WILLARD STREET TO MAIN STREET
COTTONWOOD, ARIZONA

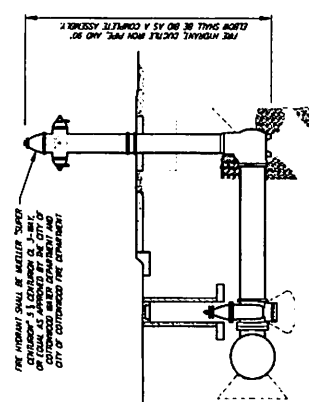
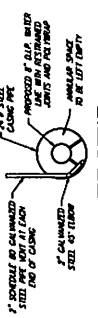
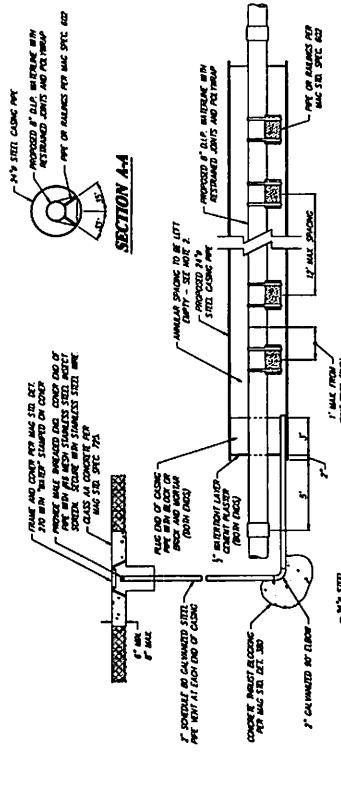
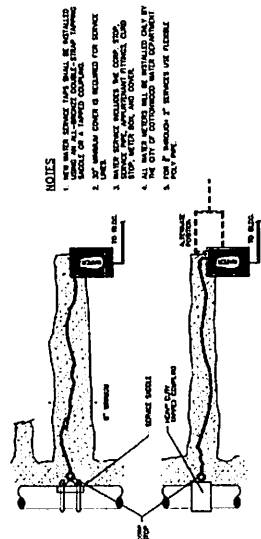
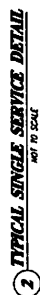
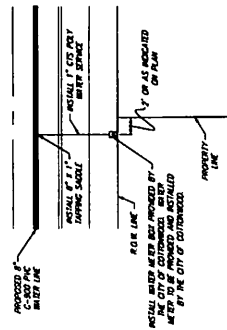
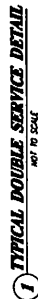
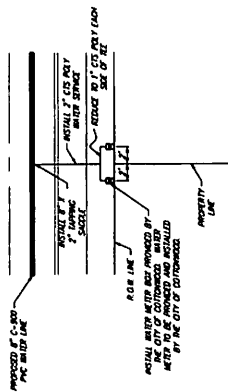
PSOMAS
233 E. Westminster Road, Suite 450
Tucson, Arizona 85705
(520) 292-2500 (520) 292-1250 (FAX)



NO.	REVISION DESCRIPTION	REV. ENGINEER	DATE

DESIGNED:	R.L.	DATE:	11/2015
DRAWN:	L.M.T.		11/2016
CHECKED:	MED		11/2016
PROJ. ENG.:			11/2016

LEGEND



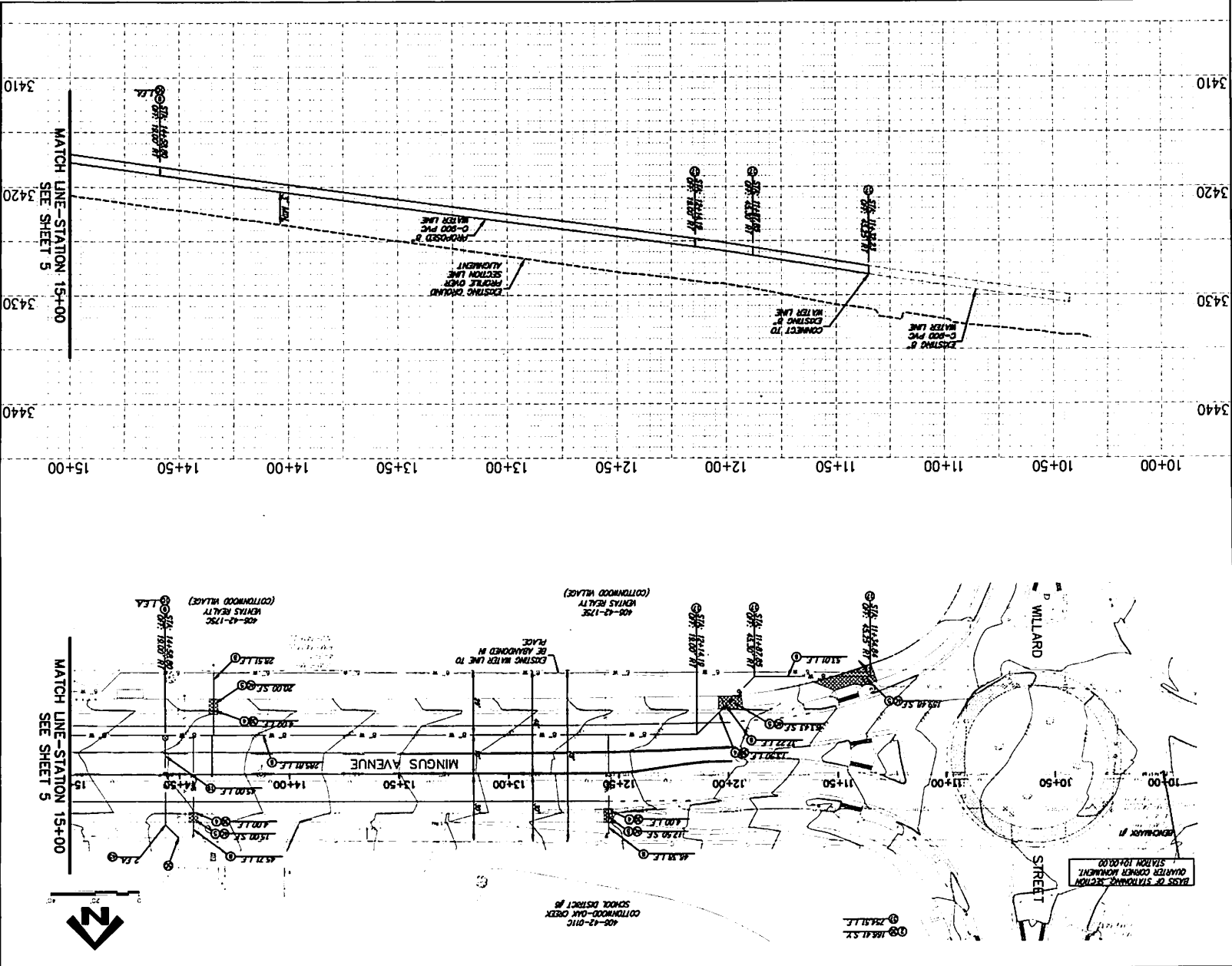
PERSONNEL	ICL	11/2018	DATE
NAME	UNIT	11/2018	
ADDRESS	(MO)	11/2018	
UNIT DED.		11/2018	

NO. REQUESTOR	DATE	NO. REQUESTOR	DATE



P S O M A S
333 E. Wetmore Road, Suite 450
Tucson, Arizona 85705
(520) 292-2500 (520) 292-1290 (Fax)

MINCUS AVENUE
WATER LINE INSTALLATION
WILLARD STREET TO MAIN STREET
COTTONWOOD, ARIZONA



KEYNOTES:

- ① REMOVE EXISTING CONCRETE CURB & GUTTER.
- ② REMOVE EXISTING CONCRETE SIDEWALK.
- ③ INSTALL 6" BLUE C-900 DRIP PVC WATER LINE.
- ④ INSTALL 7" RAPID CURE AND POLY WATER SERVICE PER DETAILS SHEET 1.
- ⑤ CONNECT TO EXISTING METER.
- ⑥ INSTALL 6" MJ X 6" FL TEZ AND BLOOMING PER MAG STD. DETS. 300.
- ⑦ INSTALL 6" MJ 45° BEND WITH BLOOMING PER MAG STD. DETS. 301.
- ⑧ 391-1 & 391-2.
- ⑨ INSTALL 6" C-900 DRIP WATER LINE. THE ORDN TO BE FIELD VERIFIED.
- ⑩ INSURE ASPHALT PATCHING AND A.C. APPROVED BY THE APPOINTED CITY INSPECTOR.
- ⑪ TACK COAT ALL ASPHALT AND CONCRETE SURFACES ADJACENT TO THE AREA TO BE REPAIRED WITH MATERIALS.
- ⑫ INSTALL CONCRETE CURB & GUTTER PER MAG STD. DET. 320-1. WOODEN TO MATCH EXISTING CURB AS NECESSARY.
- ⑬ INSTALL CONCRETE CURB PER MAG STD. DET. 322. WOODEN TO MATCH EXISTING CURB AS NECESSARY.
- ⑭ DET. 322 WOODEN TO MATCH EXISTING CURB AS NECESSARY.
- ⑮ DET. 320-1 WOODEN TO MATCH EXISTING CURB AS NECESSARY.
- ⑯ DET. 320-1 WOODEN TO MATCH EXISTING CURB AS NECESSARY.
- ⑰ DET. 320-1 WOODEN TO MATCH EXISTING CURB AS NECESSARY.
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- ㊿ DET. 320-1 WOODEN TO MATCH EXISTING CURB AS NECESSARY.


NOTES:

- ① ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN USING THE BEST AVAILABLE INFORMATION. LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO CONSTRUCTION.
- ② MATCH LINE-STATION 15+00 SEE SHEET 5
- ③ MATCH LINE-STATION 15+00 SEE SHEET 5
- ④ MATCH LINE-STATION 15+00 SEE SHEET 5
- ⑤ MATCH LINE-STATION 15+00 SEE SHEET 5
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- ㊿ MATCH LINE-STATION 15+00 SEE SHEET 5

**MATCH LINE--STATION 19+75
SEE SHEET 5**



SHEET	WORK	SCALES:
	NO. 1-20	



 AMERICAN SOCIETY OF CIVIL ENGINEERS
 1804 N. 17TH AVENUE, SUITE 100
 DENVER, CO 80202

INFORMATION LOCATIONS ARE
 SHOWN USING THE BEST AVAILABLE
 APPROXIMATE COORDINATES SHALL
 FIELD VERIFY BOTH HORIZONTAL AND
 VERTICAL LOCATIONS PRIOR TO
 CONSTRUCTION.

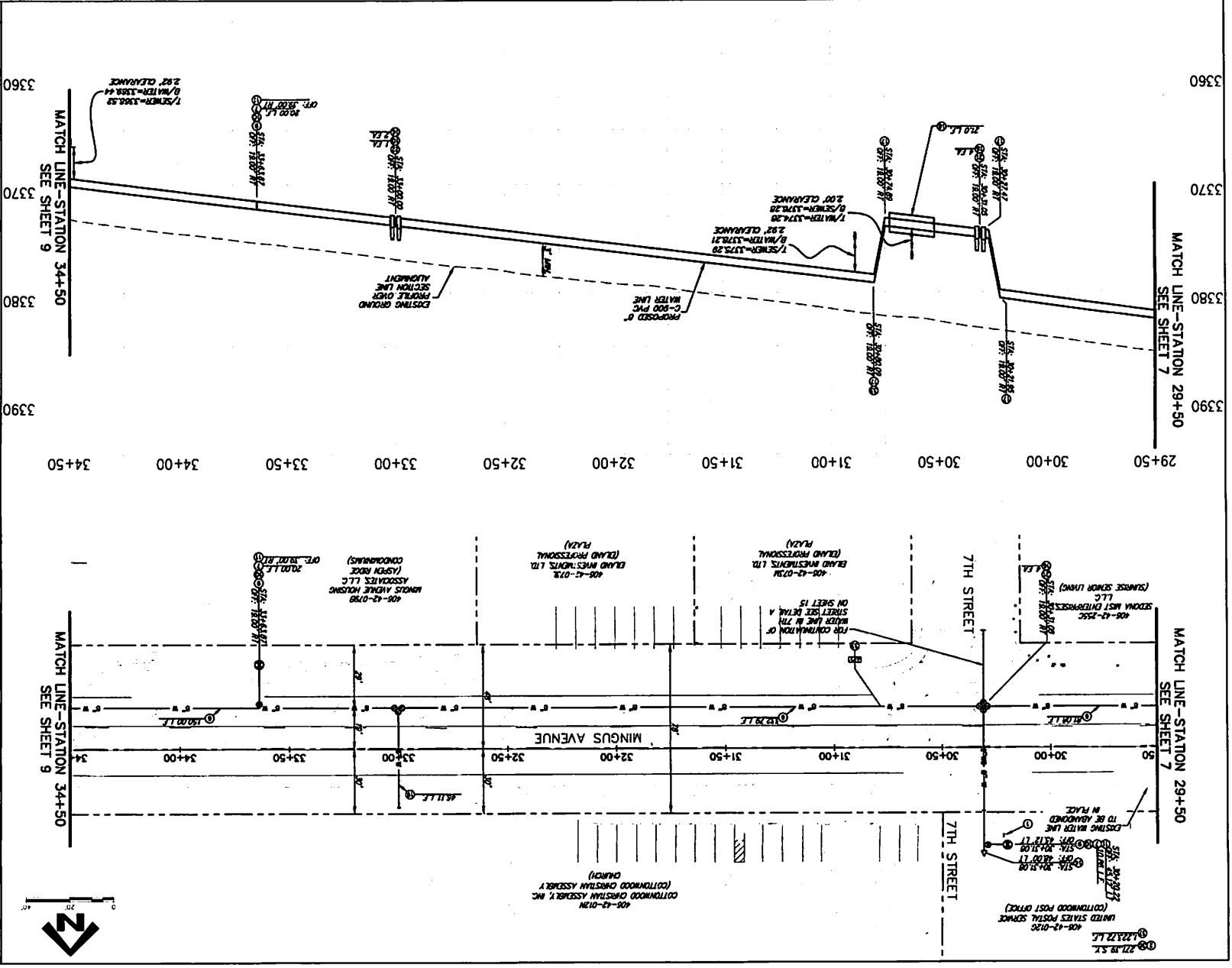
15) INSTAL AIR RELEASE VALVE PER DETAIL ON SHEET 1

16) INSTAL ASPHALT PAVEMENT AND ABC THICKNESS SHALL MATCH EXISTING AS APPROVED BY THE APPOINTED CITY INSPECTOR

17) SURF COAT IN ASPHALT AND CONCRETE SHALL BE ADJUSTED TO THE AREA TO RECEIVE PAVING MATERIALS

REMARKS: 1 REMOVE EXISTING 2" HYDRAULIC. ALL
REMOVED HYDRAULIC SHALL BE RETURNED
TO THE CITY OF COLTONWOOD UTILITIES
DEPARTMENT. 2 REMOVE EXISTING SLOOTE PAVEMENT PD
REASON DETAIL ON SHEET 3. 3 REMOVE EXISTING CONCRETE CURB.
4 REMOVE EXISTING CONCRETE CURB &
OUTLET. 5 REMOVE EXISTING CONCRETE SIDEWALK.
6 INSTALL 6" BLUE C-3000 4" PVC WATER
PIPE. 7 INSTALL 6" DUCTILE IRON WATER LINE.
8 INSTALL 7" DUCTILE IRON WATER LINE AND
WATER SERVICE PER DETAIL SHEET 2. 9
AND EXISTING SERVICE LINE.

[illegible]



KEYNOTES: 0

- 1 REMOVE EXISTING FIRE HYDRANT. ALL REMOVED HYDRANTS SHALL BE RETURNED TO THE CITY OF COTTONWOOD UTILITIES DEPARTMENT.
- 2 REMOVE EXISTING ASPHALT PAVEMENT 6" DUCTILE IRON WATER LINE.
- 3 INSTALL 6" BLUE C-900 DRI+ PVC WATER LINE.
- 4 INSTALL 6" DUCTILE IRON WATER LINE.
- 5 INSTALL 6" 1/2 X 6" FLTEE AND BLOOMING PER MAG STD. DETS. 300. & 301-2.
- 6 INSTALL 6" 1/2 X 6" 1/2 GATE VALVE AND BLOOMING PER MAG STD. DETS. 301-1, & 301-2.
- 7 INSTALL 6" 1/2 X 6" 1/2 GATE VALVE AND BLOOMING PER MAG STD. DETS. 301-1, & 301-2.
- 8 INSTALL 6" 1/2 X 6" 1/2 GATE VALVE AND BLOOMING PER MAG STD. DETS. 301-1, & 301-2.
- 9 INSTALL 6" 1/2 X 6" 1/2 GATE VALVE AND BLOOMING PER MAG STD. DETS. 300. & 301.
- 10 INSTALL 6" 1/2 X 6" 1/2 GATE VALVE AND BLOOMING PER MAG STD. DETS. 300. & 301.
- 11 INSTALL 6" 1/2 X 6" 1/2 GATE VALVE AND BLOOMING PER MAG STD. DETS. 300. & 301.

CONSTRUCTION NOTES:

ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN USING THE BEST AVAILABLE INFORMATION. LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO CONSTRUCTION.

SCALE: 1"=20'

DATE: 11/20/2018

BY: [Signature]

CHECKED: [Signature]

DESIGNED: [Signature]

PROJECT: MINUS AVENUE WATER LINE INSTALLATION

LOCATION: COTTONWOOD, ARIZONA

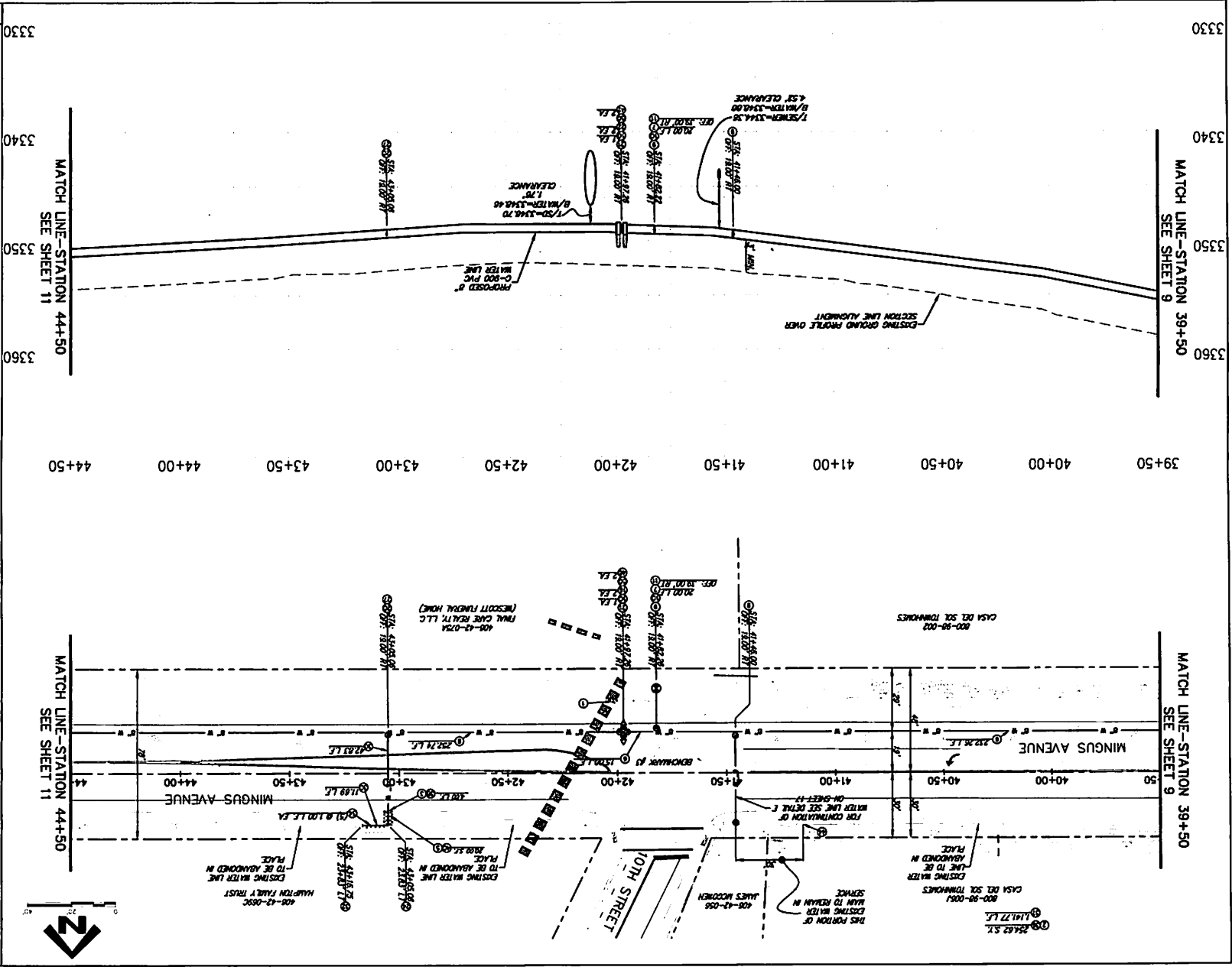
WILLARD STREET TO MAIN STREET

PLAN & PROFILE

PSOMAS

330 E. Wilshire Road, Suite 450
Phoenix, Arizona 85018
(602) 962-1300 (FAX) (602) 962-1300 (FAX)

OSGOWD	NA	11/2004
DAWIE	UK	11/2004
DECOIR	MD	11/2004
DEAL DEAL		11/2004

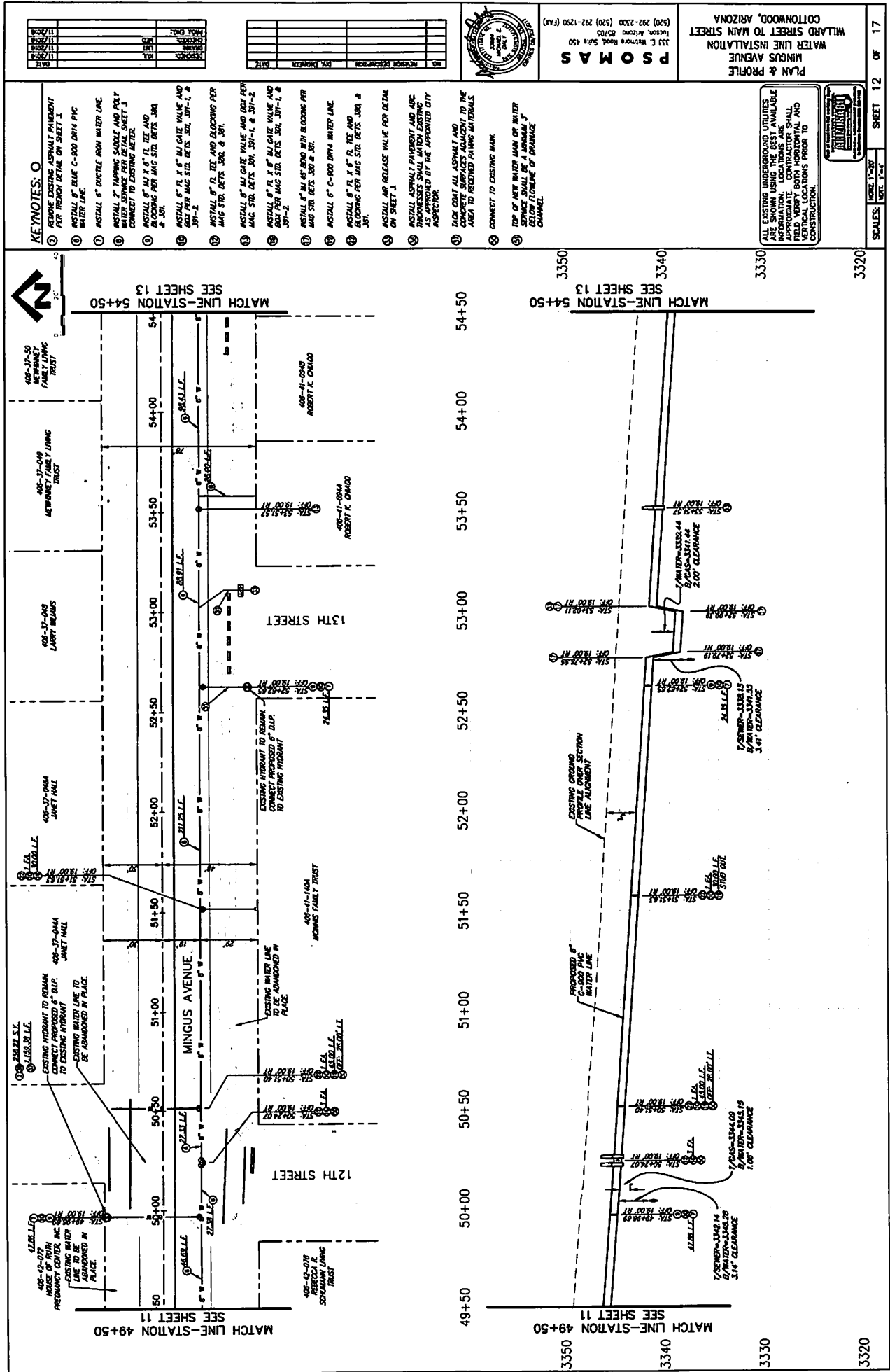
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T 10



KEYNOTES: 0

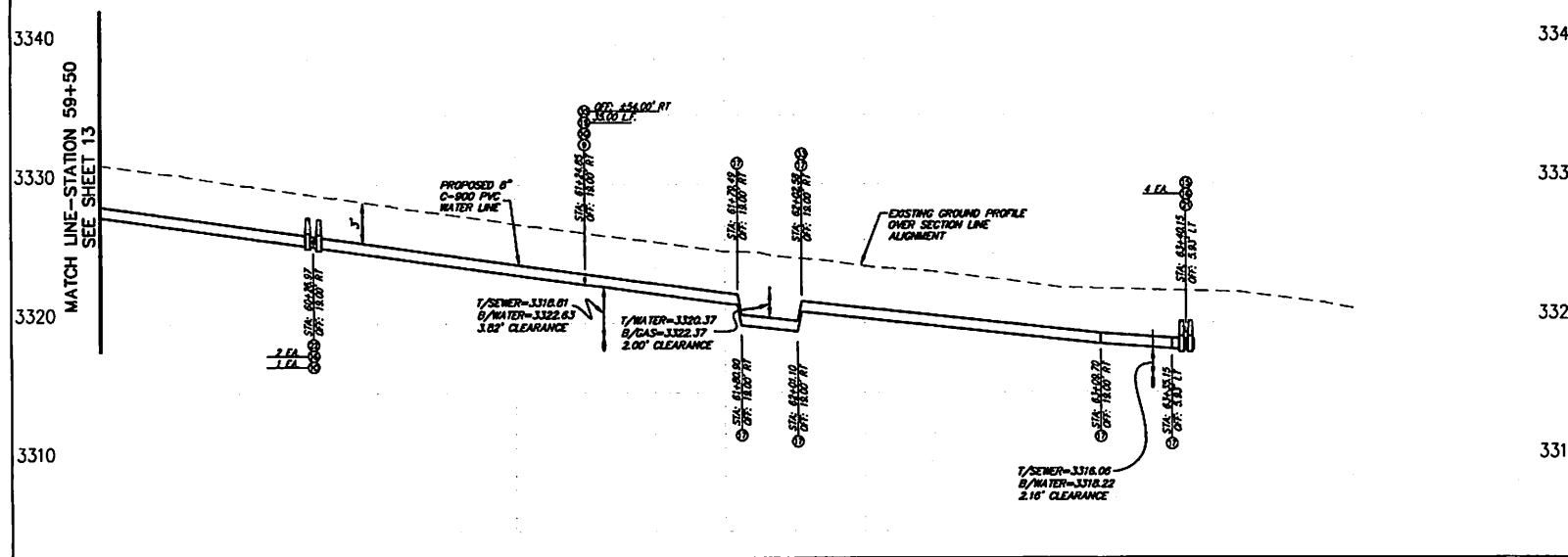
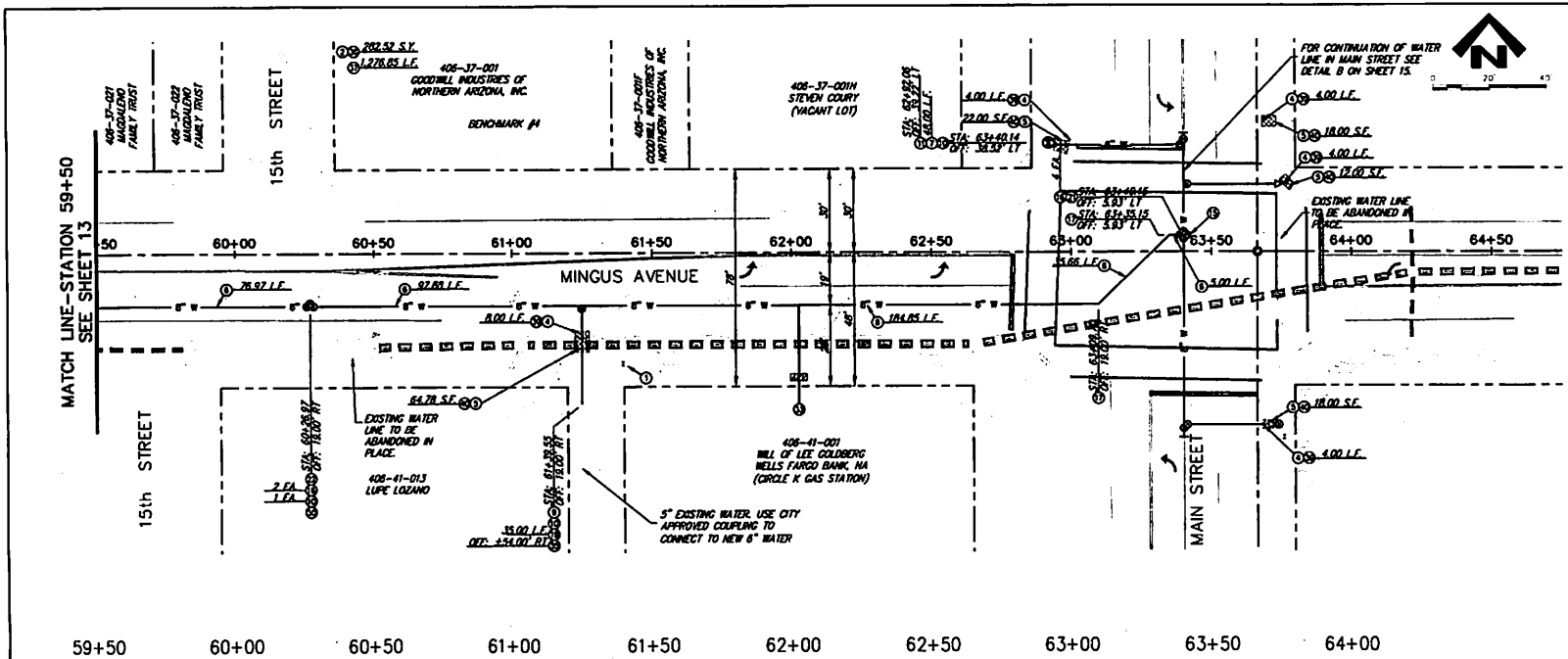
	DATE
DEPOSITS	11/7/2016
PAYROLL	11/7/2016
LOAN	11/7/2016
RECORDS	11/7/2016
MOB. Pkg.	11/7/2016





KEYNOTES: O

ECOSMOGIC	RA	11/2008
GRANITE	LMT	11/2008
ORIGAMI	MD	11/2008
PHIL DOW		11/2008



KEYNOTES: ○

- ① REMOVE EXISTING FIRE HYDRANT. ALL REMOVED HYDRANTS SHALL BE RETURNED TO THE CITY OF COTTONWOOD UTILITIES DEPARTMENT.
- ② REMOVE EXISTING ASPHALT PAVEMENT PER TRENCH DETAIL ON SHEET 3.
- ③ REMOVE EXISTING CONCRETE CURB & GUTTER.
- ④ REMOVE EXISTING CONCRETE SIDEWALK.
- ⑤ INSTALL 8" BLUE C-900 DR14 PVC WATER LINE.
- ⑥ INSTALL 6" DUCTILE IRON WATER LINE.
- ⑦ INSTALL 8" MJ X 6" FL TEE AND BLOCKING PER MAG STD. DETS. 300, & 301.
- ⑧ INSTALL 8" MJ X 6" FL GATE VALVE AND BOX PER MAG STD. DETS. 301, 301-1, & 301-2.
- ⑨ INSTALL YELLOW MUELLER 5 1/2" CONTURION OL 3-WAY FIRE HYDRANT OR APPROVED EQUAL.
- ⑩ INSTALL 8" BLIND FLANGE.
- ⑪ INSTALL 8" FL X 6" FL GATE VALVE AND BOX PER MAG STD. DETS. 301, 301-1, & 301-2.
- ⑫ INSTALL 8" MJ 45° BEND WITH BLOCKING PER MAG STD. DETS. 300 & 301.
- ⑬ INSTALL 6" C-900 DR14 WATER LINE.
- ⑭ INSTALL 8" FL CROSS AND BLOCKING PER MAG STD. DETS. 300, & 301.
- ⑮ INSTALL 8" FL X 6" FL TEE AND BLOCKING PER MAG STD. DETS. 300, & 301.
- ⑯ INSTALL 6" TO 4" REPAIR COUPLING.
- ⑰ INSTALL AIR RELEASE VALVE PER DETAIL ON SHEET 3.
- ⑱ INSTALL ASPHALT PAVEMENT AND ABC THICKNESSES SHALL MATCH EXISTING AS APPROVED BY THE APPOINTED CITY INSPECTOR.
- ⑲ TACK COAT ALL ASPHALT AND CONCRETE SURFACES ADJACENT TO THE AREA TO RECEIVED PAVING MATERIALS.
- ⑳ INSTALL CONCRETE CURB & GUTTER PER MAG STD. DET. 220-1, MODIFIED TO MATCH EXISTING CURB AS NECESSARY.
- ㉑ INSTALL CONCRETE SIDEWALK PER MAG STD. DET. 230, MODIFIED TO MATCH EXISTING SIDEWALK AS NECESSARY. INSTALL 4" ABC COMPACTED TO 65% MOD BENEATH SIDEWALK.

ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN USING THE BEST AVAILABLE INFORMATION. LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO CONSTRUCTION.

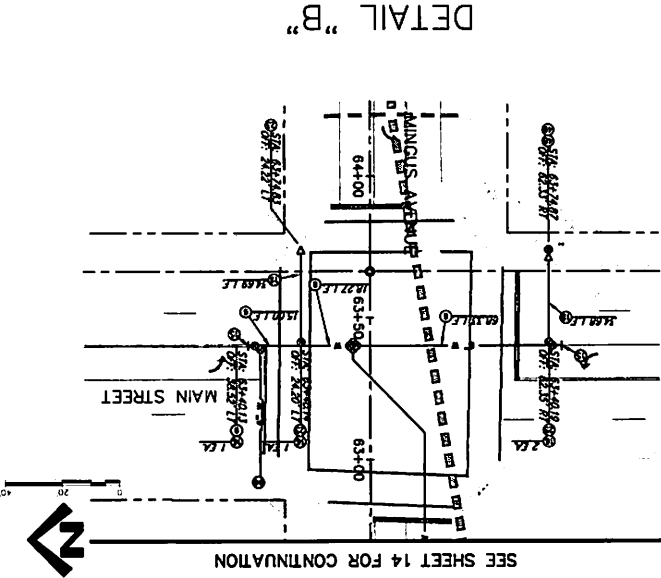
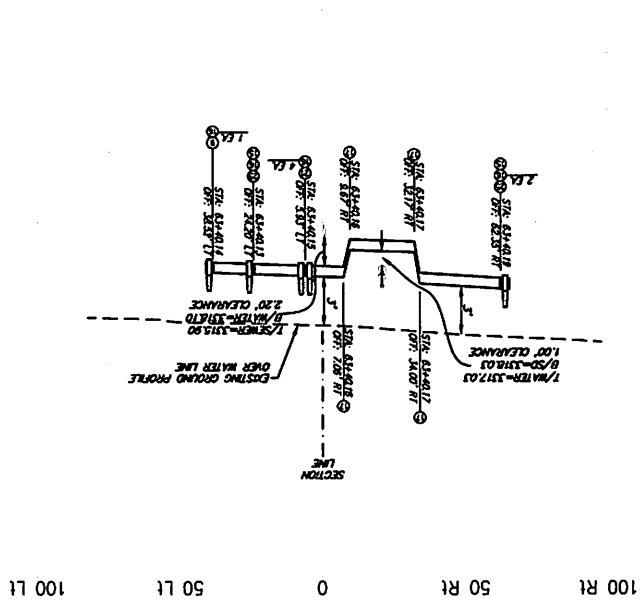
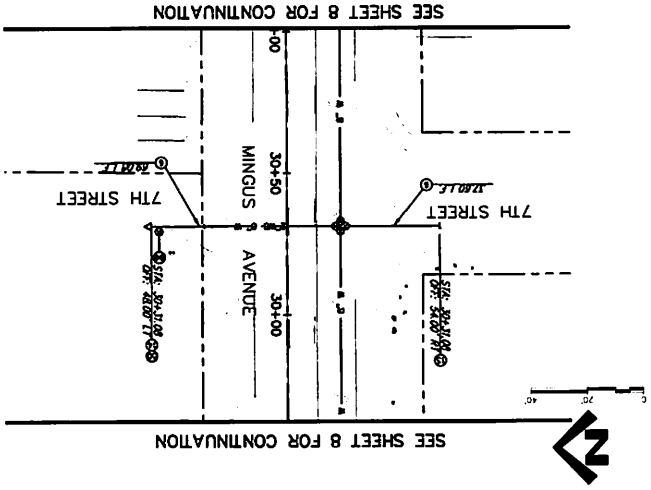
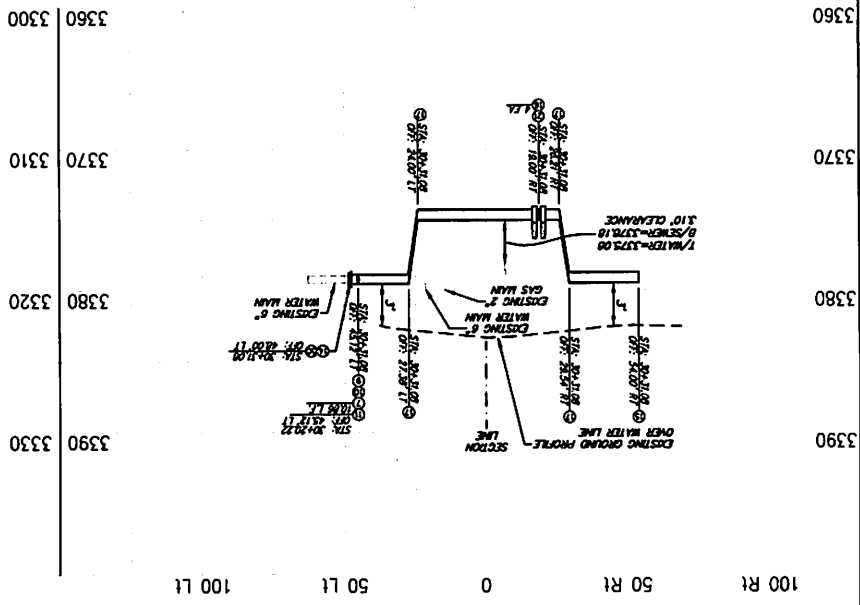
DATE	BY	CHKD	APP'D
11/2/2018	11/2/2018	11/2/2018	11/2/2018
DESIGNED	DRAWN	CHECKED	APPROVED
DATE	DATE	DATE	DATE

DATE	CHKD	APP'D
11/2/2018	11/2/2018	11/2/2018
DESIGNED	DRAWN	CHECKED
DATE	DATE	DATE



PSOMAS
333 E. Wilshire Road, Suite 450
Tucson, Arizona 85710
(520) 292-2300 (520) 292-1790 (FAX)

PLAN & PROFILE
MINGUS AVENUE
WATER LINE INSTALLATION
WILLARD STREET TO MAIN STREET
COTTONWOOD, ARIZONA



SHEET	NO. 2	SCALES:
	NO. 1	

- [illegible]

[illegible]

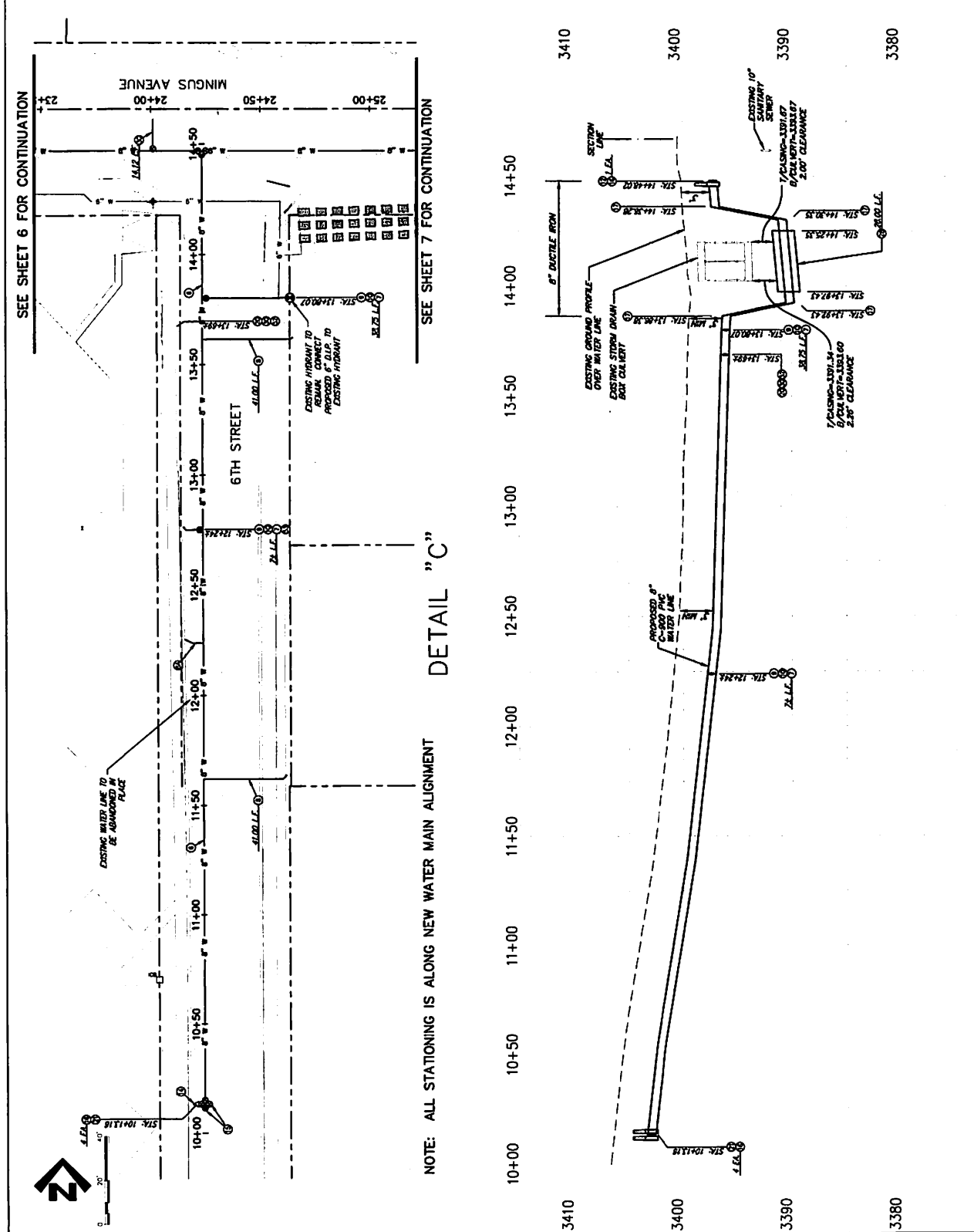
		DATE
DEBORG	RA	11/2004
DIANE	LIT	11/2004
DEBORGH	RED	11/2004
DEB. DOL.		11/2004

ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN USING THE BEST AVAILABLE INFORMATION. LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO CONSTRUCTION.

**PLAN & PROFILE
MINCUS AVENUE
WATER LINE INSTALLATION
WILLARD STREET TO MAIN STREET
COTTONWOOD, ARIZONA**

PSOMAS
333 E. Weimore Road, Suite 450
Tucson, Arizona 85705
(520) 292-2300 (520) 292-1290 (FAX)





KEYNOTES: O

- ① INSTALL 6" BLUE C-400 DRY PINE WATER LINE
- ② INSTALL 5" DUCTILE IRON WATER LINE
- ③ INSTALL 3" TAPPING SADDLE AND DRY WATER SERVICE PER DETAIL SHEET 1.1 CONNECT TO EXISTING METER.
- ④ INSTALL 3" TAPPING SADDLE AND DRY WATER LINE. IE OVER TO EXISTING PAVEMENT SERVICE. PRECISE LOCATION SHALL BE DETERMINED BY CONTRACTOR.
- ⑤ INSTALL 8" M.I. 4" P. TEE AND BLOWING PER MAG STD. DETS. 300 & 301.
- ⑥ INSTALL 6" P. 4" M.I. GATE VALVE AND BLOWING PER MAG STD. DETS. 301, 301-1, & 301-2.
- ⑦ INSTALL 8" M.I. 4" M. REDUCER AND BLOWING PER MAG STD. 300.
- ⑧ INSTALL 8" M.I. 4" M. W/ 1/2" W/ 1/2" PER DIRECTION OF THE ENGINEER.
- ⑨ INSTALL 8" BEND LINE
- ⑩ INSTALL 8" M.I. 4" M. GATE VALVE AND BLOWING PER MAG STD. DETS. 300 & 301.
- ⑪ INSTALL 6" AS END WITH BLOWING PER MAG STD. DETS. 300 & 301.
- ⑫ INSTALL CONCRETE DISCHUTEY PER MAG STD. DET. 404-1
- ⑬ INSTALL 6" C-400 DRY WATER LINE
- ⑭ INSTALL 8" M.I. 4" P. TEE AND BLOWING PER MAG STD. DETS. 300 & 301.
- ⑮ INSTALL 6" BLUE C-400 DRY PINE WATER LINE
- ⑯ 3'-0" ONLY 6" M.I. TO EXISTING PRECISE CONNECTION. PRECISE LOCATION, SIZE AND METHOD OF CONNECTION FOR APPROVAL BY CITY PRIOR TO CONSTRUCTION.
- ⑰ 3'-0" ONLY 6" M.I. TO EXISTING PRECISE CONNECTION. PRECISE LOCATION, SIZE AND METHOD OF CONNECTION FOR APPROVAL BY CITY PRIOR TO CONSTRUCTION.
- ⑱ 3'-0" ONLY 6" M.I. TO EXISTING PRECISE CONNECTION. PRECISE LOCATION, SIZE AND METHOD OF CONNECTION FOR APPROVAL BY CITY PRIOR TO CONSTRUCTION.

	REMARKS	R/A	LMT	CHECKED BY	PWOT DATED:
DATE				M/D	
11 / 2016					
11 / 2016					
11 / 2016					

NO.	REFERENCE DESCRIPTION	DATE DUE	DATE



P S O M A S
133 E. Wetmore Road, Suite 450
Tucson, Arizona 85705
(520) 292-2300 (520) 292-1290 (FAX)

PLAN & PROFILE
MINGUS AVENUE
WATER LINE INSTALLATION
WILLARD STREET TO MAIN STREET
COTTONWOOD, ARIZONA

ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN USING THE BEST AVAILABLE INFORMATION. LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO CONSTRUCTION.



SCALES:	HORIZ. 1"=20'	SHEET 16 OF 17
	VERT. 1"=4'	

**EXHIBIT B
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

Mingus Avenue Waterline Installation
2017-PW-05

Bidder _____ hereby submits for City's consideration the following product, instead of the specified item, for the above Project.

<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
_____	_____	_____	_____

Proposed Substitution: _____

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes ____ No ____ . If Yes, explain:

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes ____ No ____

C. List differences between proposed substitution and specified item.

<u>Specified Item</u>	<u>Proposed Substitution</u>
_____	_____
_____	_____

D. Does substitution affect Drawing dimensions? Yes ____ No ____ If Yes, explain:

E. What effect does substitution have on other trades? _____

F. Does manufacturer's warranty of proposed substitution differ from that specified?
Yes ____ No ____ . If Yes, explain: _____

G. Will substitution affect progress schedule? Yes ____ No ____ . If Yes, explain:

H. Will substitution require more license fees or royalties than specified product?
Yes ____ No ____ . If Yes, explain: _____

I. Will maintenance and service parts be locally available for substitution?
Yes ____ No ____ . If Yes, explain: _____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes ____ No ____ . If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

List materials that will be required to provide compatibility: _____

The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

The undersigned understands and agrees that the substitution requested, including all supporting data, must be submitted to and be in the possession of the City ten (10) full calendar Days prior to the Bid Deadline, to be considered, including all supporting data for the substitution. Telegraphic (facsimile) or electronic (email) copies will not be considered.

Submitted by:

For City's Use Only:

Signature

Accepted: _____

Print Name

Accepted: _____

Title

By: _____ Date: _____

Company Name

Remarks: _____

Address

City, State, Zip Code

Date

Telephone No.

EXHIBIT C
TO
INVITATION FOR BIDS NO. 2017-PW-05

[Price Sheet]

See following pages.

PRICE SHEET

Mingus Avenue Waterline Installation
2017-PW-05

Bid
Form

NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.

Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price
1	Remove existing fire hydrant. All removed hydrants shall be returned to the City of Cottonwood.	6	EA	820.00	4,920.00
2	Remove existing asphalt pavement per trench detail on sheet 3 of plans.	2,698	S.Y.	9.00	24,282.00
3	Remove existing concrete curb.	24	L.F.	3.00	72.00
4	Remove existing concrete curb and gutter.	73	L.F.	3.00	219.00
5	Remove existing concrete sidewalk	567.57	S.F.	3.00	1,702.71
6	Install 8" blue C-900 DR14 PVC water line.	5,952	L.F.	98.00	583,296.00
7	Install 6" ductile iron water line	349	L.F.	105.00	36,645.00
8	Install 2" tapping saddle and poly water service	664	L.F.	70.00	46,480.00
9	Install 8" MJ x 6" FL tee and blocking per MAG std. DTL.. 380, & 381	13	EA	890.00	11,570.00
10	Install 6" FL x 6" MJ gate valve and box per MAG std. DTL.. 301, 391-1, & 391-2	20	EA	1,535.00	30,700.00
11	Install yellow mueller 5 1/4 centurion OL 3-way fire hydrant or approved equal	9	EA	2,925.00	26,325.00
12	Install 8" FL tee and blocking per MAG std. DTL.. 380, & 381	2	EA	1,565.00	3,130.00
13	Install 8" MJ gate valve and box per MAG std. DTL.. 301, 391-1, & 391-2	5	EA	1,965.00	9,825.00
14	Install 8" MJ x 4" reducer and blocking per MAG std. DTL.. 380 & 381	1	EA	700.00	700.00
15	Install 8" blind flange	5	EA	1,300.00	6,500.00
16	Install 8" FL x 8" MJ gate valve and box per MAG std. DTL.. 301, 391-1, & 391-2	32	EA	1,965.00	62,880.00
17	Install 8" MJ 45° bend with blocking per MAG std. DTL.. 380 & 381	59	EA	660.00	38,940.00

Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price
18	Install concrete encasement per MAG std. DTL.. 404-3	68	L.F.	135.00	9,180.00
19	Install 6" C-900 DR14 water line.	259	L.F.	115.00	29,785.00
20	Install 8" MJ x 4" FL tee and blocking per MAG std. DTL.. 380 & 381	2	EA	825.00	1,650.00
21	Install 8" FL cross and blocking per MAG std. DTL.. 380, & 381.	3	L.F.	1,890.00	5,670.00
22	Install 8" FL x 6" FL tee and blocking per MAG std. DTL.. 380, & 381	7	EA	1,560.00	10,920.00
23	Install 8" MJ x 6" MJ Reducer	1	EA	670.00	670.00
24	Install 4" MJ 90° bend and blocking per MAG std. DTL.. 380, & 381	1	EA	450.00	450.00
25	Install 8" MJ x 8" FL x 8" FL tee and blocking per MAG std. DTL.. 380, & 381	2	EA	1,415.00	2,830.00
26	Install 8" FL x 4" FL tee and blocking per MAG std. DTL.. 380, & 381	1	EA	1,415.00	1,415.00
27	Install 4" FL x 4" MJ gate valve and box per MAG std. DTL.. 301, 391-1, & 391-2	4	EA	1,260.00	5,040.00
28	Install 24"Ø steel casing pipe per detail on sheet 3	28	L.F.	320.00	8,960.00
30	Install 4" Blue C-900 DR14 PVC water line	126	L.F.	110.00	13,860.00
31	Install 4" MJ 45° bend with blocking per MAG std. DTL.. 380, & 381	2	EA	435.00	870.00
32	Install 4" cap or plug and blocking per MAG std. DTL 380, & 381	1	EA	300.00	300.00
33	Install air release valve per detail on sheet 3	10	EA	3,625.00	36,250.00
34	Install 1" CTS poly water service	205	L.F.	42.00	8,610.00
35	Install 6" to 4" repair coupling	1	EA	460.00	460.00
36	Install asphalt pavement and ABC. Thickness shall match existing as approved by the appointed City inspector.	2,698	S.Y.	30.00	80,940.00
37	Tack coat all asphalt and concrete surfaces adjacent to the area to receive paving materials	12,116	L.F.	0.40	4,846.40
38	Install concrete curb per MAG std. DTL.. 222, modified to match existing curb as necessary	24	L.F.	32.00	768.00
39	Install concrete curb & gutter per MAG std. DTL.. 220-1, modified to match existing curb as necessary	72.5	L.F.	32.00	2,320.00

Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price
40	Install concrete sidewalk per MAG std. DTL.. 230, modified to match existing sidewalk as necessary. Install 4" ABC compacted to 95% MDD beneath sidewalk	567.57	S.F.	11.00	6,243.27
43	Install *' x 4" reducer	1	EA	555.00	555.00
44	Install 6" cap or plug	1	EA	470.00	470.00
45	Install 6" MJ 45* bend with blocking per MAG std. DTL.. 380, & 381	4	EA	435.00	1,740.00
46	Install 8" MJ x 6" FL reducer	3	EA	875.00	2,625.00
TOTAL CONSTRUCTION COST*					1,125,614.38

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET. THE CITY RESERVES THE RIGHT TO AWARD ANY OR ALL OF THE ITEM NUMBERS LISTED ABOVE AS THE CONTRACT.**

**EXHIBIT D
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[Federal Requirements]

See attached PDF for WIFA Requirements. The wage decision shall be “Heavy” for this project.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

CONTRACT PACKET for Governmental Borrowers

This packet lists required contract conditions that apply to all Clean Water and Drinking Water Revolving Fund projects and contains forms that must be used in the procurement process. Please review this packet prior to bidding.

PLEASE NOTE

- **This packet, in its entirety, must be physically included in all bidding, solicitation and contract documents.**
- **Use of American Iron and Steel (AIS) applies to this project.:**
 - AIS includes the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- **Federal Davis-Bacon prevailing wages apply to this project.**
 - Payment of the wages, fringe benefits and overtime rates is required.
 - The appropriate Federal (Davis-Bacon) Prevailing Wage Decision must be physically incorporated into the bidding and contract documents.
 - The construction category of Heavy (excluding dam construction) should typically be applied to all projects funded by WIFA. If you believe that a different category of wages, such as Building, should be applied to your project or portions of your project, please contact WIFA in advance.
 - Weekly certified payroll submittal is required under the Federal Davis-Bacon laws.
- **Compliance with the Civil Rights Act and Equal Employment Opportunity is required.**
- **Promotion of Small, Minority and Women-owned Businesses and participation in EPA's Disadvantaged Business Enterprise (DBE) Program is required.**

Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund

Required Contract Conditions

This project is being financed in whole or in part by the Water Infrastructure Finance Authority of Arizona through the Clean Water or Drinking Water Revolving Fund. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply(ies) with these regulations, laws and rules.

1. (i) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec. 2000d), (ii) the Rehabilitation Act of 1973 (Pub. L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), (iii) the Age Discrimination Act of 1975 (Pub. L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), (iv) Section 13 of the Federal Water Pollution Control Act (Pub. L. 92-500, 33 U.S.C. Sec. 1251), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Equal Employment Opportunity (Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations). Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of Executive Order 11246 as amended by Executive Orders 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. (i) Promoting the use of Small, Minority, and Women-owned Businesses (Executive Orders 11625, 12138 and 12432), (ii) Small Businesses Reauthorization & Amendment Act of 1988 (Section 129 of Pub. L. 100-590), (iii) Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1993 (Pub. L. 102-389, 42 U.S.C. Sec. 437d), and (iv) Title X of the Clean Air Acts Amendments of 1990 (Pub. L. 101-549, 42 U.S.C. Sec. 7601 note) ("EPA's 10% statute"). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements (40 C.F.R. Part 33).
5. Debarment and Suspension (Executive Order 12549). Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 via this Internet address: www.sam.gov/portal/public/SAM.

6. E-Verify (A.R.S. § 41-4401). A governmental entity shall not award a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). Every government entity shall (i) ensure that every government entity contractor and subcontractor complies with the federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A); (ii) require that every government entity contract include the required provisions listed under A.R.S. § 41-4401(A); and (iii) establish procedures to conduct random verification of the employment records of government entity contractors and subcontractors.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Use of American Iron and Steel

Public Law 113-76, enacted January 17, 2014

SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds (CWSRF and DWSRF) for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Highlights from EPA Guidance on Use of American Iron and Steel

Complete document available at http://water.epa.gov/grants_funding/aisrequirement.cfm

What is considered American Iron and Steel?

What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

What is a ‘construction material’ for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

What is NOT considered American Iron and Steel?

What is NOT considered a ‘construction material’ for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are NOT considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Davis-Bacon Contract Conditions (Federal Prevailing Wages)

PLEASE NOTE: Federal Davis-Bacon prevailing wages apply to this project. Payment of the wages, fringe benefits and overtime rates is required.

The “subrecipient” referred to throughout the Davis-Bacon contract conditions is the WIFA Borrower.

“WIFA” is the Water Infrastructure Finance Authority of Arizona, State Capitalization Grant recipient, recipient, or the Authority.

Wage Rate Requirements (Also referred to as Attachment 6)

Preamble

With respect to the Clean Water and Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(3)(ii)(A) below and for compliance as described in Section 5.

Requirements for Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient will contact EPA. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/recovery/index.htm>.

1. Applicability of the Davis-Bacon prevailing wage requirements.

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water Revolving Fund and to any construction project carried out in whole or in part by assistance made available by a Drinking Water Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the State recipient before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination 10 days or less prior to the closing date, the subrecipient may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage

determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. Typically, the appropriate wage determination would be the one in effect on the date the task order, work assignment or similar instrument is awarded.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of

all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the Apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), the State recipient, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any 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 Item 3 above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) 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 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore 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 (a)(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 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(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 (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3 above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use WIFA's interview form, Department of Labor's Standard Form 1445, or equivalent documentation to memorialize the interviews. WIFA's interview form and instructions are included with this packet.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed below and to the appropriate DOL Wage and Hour District Office listed at www.dol.gov/whd.

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

**Clean Water Revolving Fund
Drinking Water Revolving Fund**

Equal Employment

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor 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, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in

Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include 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 No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Water Infrastructure Finance Authority of Arizona
Clean Water Revolving Fund
Drinking Water Revolving Fund**

Disadvantaged Business Enterprises (DBE)

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Certified Disadvantaged Business Enterprises* (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRP projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantaged Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantaged Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

5. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form** to all of its Disadvantaged Business Enterprise subcontractors. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 9 DBE Coordinator listed below:

Joe Ochab, EPA Region 9, 75 Hawthorne St. (P-22), San Francisco, CA 94105

6. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 - DBE Program Subcontractor Performance Form**. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.
7. The prime contractor must complete and submit EPA Form 6100-4 DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package to the Borrower.
8. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. 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 other legally available remedies.

** A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.*

*** DBE forms can be downloaded from
http://www.epa.gov/osbp/dbe_contract_admin.htm*

ATTACHMENTS

DBE Forms

http://www.epa.gov/osbp/dbe_contract_admin.htm

6100-2 - DBE Program Subcontractor Participation Form

6100-3 - DBE Program Subcontractor Performance Form

6100-4 - DBE Program Subcontractor Utilization Form

Davis-Bacon Forms

WH-1321 - Davis-Bacon poster

WH-347 - Payroll and certification form

SF1444 - Wage Determination Request form

Employee Interview form

American Iron and Steel

Sample Step Certification Letter (Processed/Manufactured)

Sample Step Certification Letter (Shipped/Provided)

General Decision Number: AZ170021 01/06/2017 AZ21

Superseded General Decision Number: AZ20160021

State: Arizona

Construction Type: Heavy

HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy
Construction on Treatment Plant Sites

County: Yavapai County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

ELEC0640-006 07/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 27.00	10.02

* ENGI0428-010 09/01/2016		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 23.34	9.68
Group 2.....	\$ 26.61	9.68
Group 3.....	\$ 27.69	9.68
Group 4.....	\$ 28.72	9.68

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Roller
r, Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid
Loader, Oiler

GROUP 2: Backhoe (less than 1 cyl), Self-Propelled Compactor
(with blade), Bulldozer, Grader/Blade (rough), Front End
Loader 3cy- less than 6 cy yd), Scraper

GROUP 3: Backhoe (up to 10 cu yd), Excavator/Trackhoe,
Grade/Blade (finish), Front End Loader (6 cy-10cy)

GROUP 4: Backhoe (10 cu yd and over), Front End Loader (10 cy
yd and over)

IRON0075-009 08/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	21.77
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

LABO0383-003 06/01/2016

	Rates	Fringes
LABORER (Common or General).....	\$ 17.18	5.01

PAIN0086-002 04/01/2014

	Rates	Fringes
PAINTER (Brush Only).....	\$ 19.50	4.85

TEAM0104-002 09/01/2016

	Rates	Fringes
TRUCK DRIVER		
Group 2.....	\$ 17.27	1.50+a
Group 3.....	\$ 17.73	1.50+a
Group 4.....	\$ 18.98	1.50+a
Group 5.....	\$ 18.10	1.50+a
Group 6.....	\$ 19.77	1.50+a

FOOTNOTE:

a. Health & Welfare \$949.66 per month.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 2: 2 or 3 axle Dump , Water Truck under 2500 gal.
GROUP 3: 4 axle Dump, Water Truck Drive- (2500 gal but less
than 4000 gal)
GROUP 4: 5 axle Dump, Water Truck 4000 gal and over
GROUP 5: 6-axle Dump
GROUP 6: 7-axle Dump, 8-axle Dump

SUAZ2012-009 05/17/2012

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 20.58	2.83

CARPENTER, Excludes Form Work....\$ 21.86	5.37
CEMENT MASON/CONCRETE FINISHER...\$ 18.71	2.12
IRONWORKER, REINFORCING.....\$ 20.66	13.59
LABORER: Asphalt Raker/Shoveler/Spreader.....\$ 15.69	4.42
LABORER: Concrete Saw (Hand Held/Walk Behind).....\$ 17.00	4.55
LABORER: Grade Checker.....\$ 18.14	4.55
LABORER: Irrigation.....\$ 12.50	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 14.59	4.20
LABORER: Pipelayer.....\$ 14.92	3.46
LABORER: Power Tool Operator....\$ 16.55	4.20
OPERATOR: Crane.....\$ 20.76	4.42
OPERATOR: Drill.....\$ 23.99	7.60
OPERATOR: Forklift.....\$ 19.86	4.75
OPERATOR: Mechanic.....\$ 20.92	5.15
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 17.07	3.20
OPERATOR: Screed.....\$ 16.82	2.52
OPERATOR: Tractor.....\$ 24.43	7.70
OPERATOR: Trencher.....\$ 18.28	4.26
OPERATOR: Broom/Sweeper.....\$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping.....\$ 19.94	4.10
PAINTER: Roller and Spray.....\$ 20.19	4.45
TRUCK DRIVER: Flatbed Truck.....\$ 14.15	1.48

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



EXHIBIT E
TO
INVITATION FOR BIDS NO. 2017-PW-05

[Licenses; DBE/WBE Status]

See following page.

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC 299009

This is to Certify That

KinKaid Civil Construction LLC

DBA (if any)

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

KA

Dual Engineering



*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors
in my office, City of Phoenix, on 06/24/2015*

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

LICENSES; DBE/WBE STATUS

Mingus Avenue Waterline Installation
2017-PW-05



Attach a copy of your Contractor's License to your bid submittal.



Attach a copy of your Business License to your bid submittal.

* Business License must be either a City of Cottonwood Privilege Tax Business License or an Arizona Transaction Tax (sales) Privilege Tax License

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No X_____.

If yes, please provide details and documentation of the certification.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2017

ISSUED TO: KINKAID CIVIL CONSTRUCTION LLC
4505 E VIRGINIA ST
MESA AZ 85215

ALL communications and
reports MUST REFER to
this LICENSE NO.

LICENSE: 20764532
START DATE: 11/01/2011
ISSUED: 02/22/2017
EXPIRES: 12/31/2017

LOCATION: CODE 001
KINKAID CIVIL CONSTRUCTION LLC
4505 E VIRGINIA ST
MESA AZ 85215
1700048872111

BUSINESS CODE

029 - USE TAX
015 - CONTRACTING - PRIME
015 - CONTRACTING - PRIME
015 - CONTRACTING - PRIME
015 - CONTRACTING - PRIME
029 - USE TAX
015 - CONTRACTING - PRIME
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015 - CONTRACTING - PRIME
029 - USE TAX
015 - CONTRACTING - PRIME
015 - CONTRACTING - PRIME

REGION

COC - COCONINO
GLA - GILA
GRA - GRAHAM
LAP - LA PAZ
MAR - MARICOPA
MAR - MARICOPA
MOH - MOHAVE
NAV - NAVAJO
PMA - PIMA
PNL - PINAL
YMA - YUMA
AJ - APACHE JUNCTION
BE - BUCKEYE
KM - KINGMAN
MA - MARANA
ME - MESA
MM - MIAMI
MP - MARICOPA
PX - PHOENIX
PX - PHOENIX
QZ - QUARTZSITE
SF - SAFFORD

JURISDICTION

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This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

LICENSE: 20764532

BUSINESS CODE

015 - CONTRACTING - PRIME

017 - RETAIL

029 - USE TAX

REGION

TE - TEMPE

TE - TEMPE

TE - TEMPE

JURISDICTION

CITY

CITY

CITY



FEB 28 2017

License & Registration
ARIZONA DEPARTMENT OF REVENUE
PO BOX 29082
Phoenix, AZ 85038-9082

STATE OF ARIZONA

Department of Revenue



KINKAID CIVIL CONSTRUCTION LLC
4505 E VIRGINIA ST
MESA AZ 85215



TRANSACTION PRIVILEGE TAX (TPT) 2017 LICENSE CERTIFICATE

Enclosed is your new TPT license certificate. This license certificate for both the State and the program cities is valid for the 2017 calendar year and will expire on December 31, 2017. It must be renewed by January 1st every year. Arizona Administrative Code R15-5-2201 requires that you display your TPT license certificate in a conspicuous place.

Changes That Affect Your TPT License

In accordance with Arizona statute your TPT license certificate cannot be transferred from one person to another and it cannot be transferred from one location to another. If ownership change requires a new Federal Employer Identification Number from the Internal Revenue Service, a new Arizona Joint Tax Application (JT-1) is also required.

You must notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, ownership, or if the business ceases to operate. To report changes, use the Arizona Business Account Update form.

Filing and Paying Your TPT

Report your TPT on Arizona Form TPT-1. The TPT due date is the 20th of the month. To electronically file and pay, use www.AZTaxes.gov.

Forms and Tax Rate Tables

Tax rates are subject to change and vary by city and county. Use the Transaction Privilege Tax Rate Tables available on our website. All Arizona Forms, instructions and valuable tax information are available at www.azdor.gov.

License Number

Always use your License number when communicating with the Department and to report and pay your TPT.

License Requirements

A TPT license certificate must be issued for each location at which business is conducted. Businesses with multiple locations or business lines can opt to license and report for each location separately or have a consolidated license (and report aggregate sales).

Questions

For assistance with license and registration, contact Taxpayer Information and Assistance at (602) 542-4576. Or you can visit one of our office locations. Except for State observed holidays, we are open Monday through Friday, 8:00am to 5:00pm.

Phoenix: 1600 W. Monroe St.
Mesa: 1840 S. Mesa Dr.
Tucson: 400 W. Congress

**EXHIBIT F
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[References]

See following pages.

REFERENCES

Mingus Avenue Waterline Installation 2017-PW-05

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: EPCOR Water Arizona, Inc.
Address: 2355 W Pinnacle Peak Rd., Ste #300
City/State/Zip Code: Phoenix, Arizona 85027
Contact: Travis Nuttall
Telephone Number: (623) 445-2437
Date of Contract Initiation: January 2017
Date of Contract Expiration: April 10, 2017
Final Project Cost: \$619,764.75
Project Description: 5,599 LF of waterline installation (6"), 18 water service installations

2. Company: Antelope Peak Domestic Water Improvement District
Address: 1909 E Ray Road, Ste #9
City/State/Zip Code: Chandler, Arizona 85225
Contact: Bill Collings
Telephone Number: (520) 836-5501
Date of Contract Initiation: October 2015
Date of Contract Expiration: May 2016
Final Project Cost: \$361,347.00
Project Description: 12,282 LF waterline installation (4"-8"), 24 water service installations

3. Company: City of Tempe - Tempe Gardens & Superstition Neighborhoods
Address: PO Box 5002
City/State/Zip Code: Tempe, Arizona 85281
Contact: Andy Goh
Telephone Number: (480) 350-8896
Date of Contract Initiation: December 2014
Date of Contract Expiration: December 2015
Final Project Cost: \$3,607,245.00
Project Description: 30,500 LF waterline installation (6"-12")m 279 water service installations

**EXHIBIT G
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[Bid Bond]

See following page.

BID BOND

Mingus Avenue Waterline Installation
2017-PW-05

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Kinkaid Civil Construction LLC (hereinafter called Principal), as Principal, and The Guarantee Company of North America USA, a corporation organized and existing under the laws of the State of Michigan with its principal office in the City of Southfield, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Cottonwood, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, ** SEE BELOW ** (Dollars) (\$112,561.44) lawful money of the United States of America, to be paid to the order of the City of Cottonwood, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

****One Hundred Twelve Thousand Five Hundred Sixty One Dollars and Forty Four Cents****

WHEREAS, the Principal has submitted a bid/proposal for: Mingus Ave. Waterline Installation - # 2017-PW-05

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 4 day of April 20 17.

Kinkaid Civil Construction LLC
Principal Seal

By: 

The Guarantee Company of North America USA
Surety Seal

By: 

Diane L. Arment / Attorney-in-Fact

construction RISK partners inc.
Agency of Record



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Ted H. Rarrick, Diane L. Arment
Construction Risk Partners, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4 day of April, 2017

Randall Musselman, Secretary

6-2-50

UNITED STATES DEPARTMENT OF THE ARMY OFFICE OF THE CHIEF OF STAFF

MEMORANDUM FOR THE CHIEF OF STAFF
SUBJECT: [Illegible]

DATE: [Illegible]
BY: [Illegible]

1. [Illegible]

2. [Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]

8. [Illegible]

THE CHIEF OF STAFF



9. [Illegible]

10. [Illegible]

11. [Illegible]

12. [Illegible]

13. [Illegible]



**EXHIBIT H
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[Key Personnel/Subcontractor Listing]

KEY PERSONNEL/SUBCONTRACTOR LISTING

Mingus Avenue Waterline Installation

2017-PW-05

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

Category:

Personnel/ Subcontractor Name, Contact Information:

Asphalt Paving
Survey
Material Testing
Traffic Control

Specialty Paving & Grading (928) 777-8411
Northland Exploration Surveys Inc (928) 774-5058
Western Technologies (928) 774-8700
Action Barricade (928) 522-2234

TERRIE BORUM
JAMESON OWEN
ERIC ROLLIGER

Member
Project Manager
Gen. Superintendent

JEFFRIE ANNE BORUM

1833 E LAUREL ST • MESA 85203 • (602) 717-9904 • JEFFRIE@KINKAIDCIVIL.COM

PROFESSIONAL PROFILE

Positive, motivating individual with excellent communication skills. Leads and supports with sincere positive feedback. Ability to delegate and support key staff members, shaping business with integrity, honesty and excellence.

Key Accomplishments:

- Established foundation for two businesses with targeted and sustainable growth. Keen ability to streamline business concepts in a supportive and creative fashion. A contagious passion for excellence, a talent for bringing people together, and a talent to streamline fin and productivity.

PROFESSIONAL EXPERIENCE

KINKAID CIVIL CONSTRUCTION, LLC, MESA, ARIZONA

Oct 2011 to Present

Founder and Majority Partner

- Utilize relationships from many years of construction industry experience to develop new business model directed towards government contracting.

STRAIGHTLINE UTILITIES LLC, PHOENIX, ARIZONA

2001 to October 2011

A growing subcontractor for commercial/residential wet utility installation

Managing Member/Partner

- Founder of StraightLine Utilities, LLC
- Provide overall strategic direction and leadership.
- Business development, building key relationships, focusing on new markets
- Collaborated with team on important business decisions, resolving outstanding concerns or issues.

TKB ENTERPRISES, FOUNTAIN HILLS, ARIZONA

1996 to 2009

Member/Partner

- Collaborated on the development of an owner/operator to the current employment of twelve fulltime operators.
- Motivated partner and staff, encouraging growth using innovative ideas and concepts.
- Adapted operations to fit business needs, conceptualized business logo ad initial marketing strategies.
- Volunteered time and effort to any division of the business where necessary. Filled in for office staff as needed and insured stability within the company.

PROJECT EXPERIENCE

Below is a sampling of several different projects that I have completed, this is not meant to be a comprehensive list, but a representation of my experience. A complete list is available upon request.

Antelope Peak DWID – Antelope Peak Domestic Water Improvement District – Kinkaid Civil Construction

Contract amount \$526,481

Installation of 4"- 8" waterline & 24 water service installations

Contact: Bill Collings – 520-836-5501 / dnacivil@aol.com

Miami – Ph. 2 Wastewater Collection – Town of Miami – Kinkaid Civil Construction

Contract amount \$4,748,455

Installation of 8"- 16" sewer line, 239 sewer service installations, and 112 sewer manhole installations

Contact: Joe Heatherly – 928-473-4403 / miamimanager@cablone.net

Tempe Gardens Waterline – City of Tempe – Kinkaid Civil Construction

Contract amount \$3,949,518

Installation of 6"- 12" waterline & 279 water service installations

Contact: Andy Goh – 480-350-8896 / andy_goh@tempe.gov

Apache Junction Water District – City of Apache Junction – Kinkaid Civil Construction

Contract amount \$448,413

Installation of 12" waterline, 22 service installations, and 14 sewer service abandonments

Contact: Mike Loggins – 480-982-6030

Fort Bliss VA Hospital – US Army Engineer District – Fort Worth – Clark-McCarthy JV

Contract amount \$1,864,286

Installation of approximately 23,400lf of concrete encased duct bank at an average of 20' feet deep, each containing between 8 and 40 duct. Installation of 53 electric manholes and 5 communication manholes

Contact: Matt Kepler – 480-212-2509 / mkepler@helixelectric.com

Buckeye Reclaimed Waterline – Buckeye Union High School District No. 201 – CORE Construction

Contract amount \$1,669,784

Installation of 2"- 12" waterline

Contact: Ricardo Jimenez – 602-918-0085 / ricardojimenez@coreconstruction.com

US 95 – Crystal Hill – Quartzsite, AZ - FNF Construction

Contract amount \$580,000

Installation of HDPE culvert lining including existing pipe cleaning and rip rap installation – 18" – 60"

Contact: Jason Creach-480-929-6704/ jcreach@fnfinc.com

JAMESON P. OWEN

2029 E CATHY CT • GILBERT 85203 • (602) 717-9939 • JAMESON@KINKAIDCIVIL.COM

PROFESSIONAL PROFILE

Estimating

- Locate potential bidding opportunities/obtain plans & specifications
- Read & understand contract requirements, project phasing, project timeline, special provisions and incidentals
- Project take-off to verify quantities and find potential plan errors or quantity busts
- Contact subcontractors and suppliers requesting quotes/answer questions regarding subcontractor quoting
- Accept quotes/verify quote qualifications/submit full bids

Construction Project Management

Pre-Construction Duties

- Select subcontractors and suppliers
- Project site mobilization (set-up field office, find dump/borrow sites and staging areas), erosion control plans, project scheduling, submittals (material inspections, QA/QC plans), site specific safety production planning and investigate value engineering opportunities

Daily Construction Duties

- Coordinate crews, subcontractors and utility companies
- Obtain equipment, tools and materials
- Update project schedule, erosion control plan, project production and daily project log
- Attend job progress meetings with owner and owner representatives
- Monitor and submit change orders, requests for information, delay notices, force account pricing, and dispute resolutions
- Proactively plan for an efficient and effective work environment
- Implement and enforce a safe working environment
- Quality Control

Project Close-Out

- Punch list completion, submit as-build drawings and generate owner manual
- Change order invoicing and final quantity verification
- Lead final project walkthrough with Owner Representative

PROFESSIONAL EXPERIENCE

KINKAID CIVIL CONSTRUCTION, LLC, PHOENIX, ARIZONA

October 2014 to Present

Project Manager

- Projects:
 - Town of Miami – Wastewater Collection Phase 2 \$4.7 Million
 - Town of Marana – Tangerine Sewer Conveyance System \$2.4 Million

CAPITOL CEMENT COMPANY, CHICAGO, IL

February 2012 to October 2014

Project Manager

- Projects:
- City of Chicago DOT – US 41 Relocation - \$18.9 Million
- City of Chicago DOT - 2013 Outstanding Roadway Contractor of the Year
- City of Chicago DOT – Ashland Ave Reconstruction - \$11.3 Million
- City of Harvey, IL – 167th Street Reconstruction - \$4.9 Million
- Cook County DoTH – 151st Street Reconstruction - \$1.8 Million

LALONDE CONTRACTORS INC., MILWAUKEE, WI

March 2010 to February 2012

Project Manager

- Projects:
- WisDOT – S 13th St. from College Ave to Rawson Ave – Milwaukee, WI – \$4.5 Million
- WisDOT – E College Ave Reconstruction – Milwaukee, WI – \$5.0 Million
- WisDOT – 39th Ave Construction – Kenosha, WI – \$1.8 Million
- WisDOT – STH 23 Roadway Rehab - Sheboygan, WI - \$4.95 Million

HOFFMAN CONSTRUCTION COMPANY, BLACK RIVER FALLS, WI

February 2009 to March 2010

Project Engineer

- Projects:
- WisDOT – I94 Corridor, College Ave Interchange - Milwaukee, WI - \$21.0 Million
- WisDOT – STH 26 South Jefferson Bypass - Jefferson, WI - \$12.2 Million

ERDMAN COMPANY (MARSHALL ERDMAN & ASSOCIATES), MADISON, WI

February 2007 to January 2009

Project Field Coordinator/Intern

- Projects:
- Orthopedic Hospital of Wisconsin, Glendale WI (June 2008 – January 2009) - \$30.0 Million
- St Mary's Outpatient Facility, Madison WI (April 2007 – June 2008) - \$45.0 Million

THE BOLDT COMPANY, MADISON, WI

2006 to 2007

Construction Management Intern

MSA PROFESSIONAL SERVICES, MADISON, WI

2005 & 2006

Field Inspection Intern

EDUCATION

BACHELOR OF SCIENCE - UNIVERSITY OF WISCONSIN - MADISON

Civil & Environmental Engineering

Emphasis: Construction Management

JOHN ERIC ROLLINGER

508 EAST ANGELA DR • PHOENIX 85022 • (602) 717-1537 • ERIC@KINKAIDCIVIL.COM

PROFESSIONAL PROFILE

Proven crew Supervisor with 20+ years in utility and dirt work. Skilled in the operation, maintenance and repair of utility distribution systems. Performs best when tackling difficult technical problems and promoting team members to get the job done right.

Key Accomplishments:

- Completed many projects under budget and on time
- Impeccable safety record
- Light Rail down town Phoenix
- Phoenix waste water treatment plant

Skills:

- Proficient at all phases of underground piping and structures
- Proficient at all phases of mass excavation, subgrade prep for concrete/asphalt/landscape placement
- Managed many Subcontractors and have a working knowledge of their trades
- Proficient with budgets and schedules, maintain a good working relationship with inspectors and employees

PROFESSIONAL EXPERIENCE

KINKAID CIVIL CONSTRUCTION, LLC, MESA, ARIZONA

April 2013 to Present

General Superintendent (2013-2014) – General Superintendent(2014-Present)

- Manage Construction work and completion on time, on budget and as specified in contract documents and project drawings. Manage employees and Subs as well as equipment, rentals, material deliveries, schedules and safety.

RUMCO

OCTOBER 2012 TO APRIL 2013

RED POINT CONTRACTING

JANUARY 2012 TO OCTOBER 2012

CITY WIDE CONTRACTING

JULY 2011 TO JANUARY 2012

SPIRE ENGINEERING

APRIL 2011 TO JULY 2011

ROYDEN CONSTRUCTION

SEPTEMBER 2010 TO APRIL 2011

PIERSON CONSTRUCTION

APRIL 2008 TO JULY 2010

ARCHER WESTERN

JULY 2007 TO APRIL 2008

HAYDON BUILDING CORP

DECEMBER 2003 TO JULY 2007

PROJECT EXPERIENCE

Tempe Gardens Waterline – City of Tempe

Kinkaid Civil Construction, LLC

Replacement of approximately 28,000LF of 12" & 8" DIP waterline. New connections to approximately 714 services. Associated paving, concrete and incidental work. Complete traffic control to maintain 24hr access for 690+ homes.

Plevna Montana Phase II Water System Improvements – Stahly Engineering

Kinkaid Civil Construction, LLC

Replacement of approximately 14,300LF of 6" PVC waterline. New connections to approximately 114 services. Associated paving, concrete and incidental work. Maintain access to homes and businesses at all times. Three jack and bores of MT Hwy 12.

Roosevelt Water Conservation District

Haydon Building Corp

Approximately 9600lf of 36" 48" 60" storm drain RGRCP pipes with concrete structures, headwall, paving, manholes and traffic control.

Brown Rd Improvements – City of Mesa

Achen Gardner Engineering LLC

Approximately 6.4 miles of 36" DIP water line piping with associated valves, paving, traffic control and pedestrian access. Concrete structure and micro seal. Jack and bore six intersections

Pima Rd Water Line – City of Scottsdale

Achen Gardner Engineering LLC

Approximately 9 miles of 36" steel cylinder water line piping with associated valves, paving, traffic control and pedestrian access. Jack and bore three intersections

Gilbert Water Treatment Plant – City of Gilbert

Archer Western Contractors

Large diameter piping – 36" 48" 60" – DIP, and steel cylinder piping with associated valve, air release, structure and paving.

Greenway Treatment Plant – City of Peoria

Archer Western Contractors

Approximately 1700lf of 36" DIP, 48" & 60" steel cylinder water line piping with associated valves, paving, traffic control and pedestrian access. Jack and bore two intersections.

Intel – City of Chandler

Redpoint Contracting

Approximately 3300lf of 42" sewer line piping @ 28' deep with associated manholes, weir structures, paving and traffic control

Water Treatment Plant – City of Glendale

Martin K. Eby

Approximately 2000lf of 48" & 60" steel cylinder water line piping with associated valves, precast and cast in place structures, traffic control, continuous jobsite access and paving.

EDUCATION/CERTIFICATIONS

TREVOR C BROWNE HS CLASS OF 1987
CONFINED SPACE/CPR

OSHA 10/OSHA 30/MSHA 10
COMPETENT PERSON/FIRST AID

**EXHIBIT I
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[Performance Bond]

See following page.

PERFORMANCE BOND

Mingus Avenue Waterline Installation
2017-PW-05

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Cottonwood (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____.

Principal Seal

By: _____

Surety Seal

By: _____

Agency of Record

**EXHIBIT J
TO
INVITATION FOR BIDS NO. 2017-PW-05**

[Payment Bond]

See following page.

PAYMENT BOND

Mingus Avenue Waterline Installation
2017-PW-05

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Cottonwood (hereinafter called the Obligee) in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20____, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20____.

Principal

Seal

By: _____

Surety

Seal

By: _____

Agency of Record

EXHIBIT K
TO
INVITATION FOR BIDS NO. 2017-PW-05

[Acknowledgments of Addenda received]

See following page(s).



City of Cottonwood Engineering Dept.

Date: March 29, 2017

Response to comments submitted in regards to City of Cottonwood, IFB 2017-PW-05 Mingus Avenue Waterline Installation.

1. Will chip seal coat be required after AC paving is complete?

The City has two upcoming roadway improvement projects along this corridor that will involve the complete removal and reconstruction of the pavement. Therefore, the placement of the chip seal coat called for in the plans shall not be required for this project.

2. What is the existing AC thickness that the Contractor is to match?

The existing asphalt thickness along the project corridor ranges from 1-inch to 3-inches in thickness (see boring logs in the attached Geotechnical Report). The City has two upcoming roadway improvement projects along this corridor that will involve the complete removal and reconstruction of the pavement to an appropriately designed pavement section. Therefore, for this project the required asphalt thickness to be replaced along the water main trenches is 2-inches.

3. What is the approved backfill material for trenches within the roadway?

Approved backfill materials for the trench within the roadway shall be per Uniform Standard Specifications and Details for Public Works Construction as published by the Maricopa Association of Governments (MAG), Current Edition. See Standard Detail 200 and Specification Section 601.

4. General Note 7 on Sheet 2 states "the base material shall be sand and gravel, crushed rock and/or decomposed granite" for material underneath the asphalt paving? What is the thickness of said base material shall be placed?

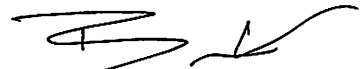
The thickness of the base material shall be per the appropriate Backfill, Pavement and Surface Replacement Section shown on MAG Standard Detail 200.

5. Do you have a soils report for the project?

A soils report was conducted for the Mingus Avenue Roadway Improvement project between Willard and 10th Streets and coincides with the Phase 1 work of the proposed water main along

Mingus Avenue. This report is included in this Addendum. A second geotechnical report for the project corridor between 10th and Main Streets has not been completed at this time and is therefore unavailable.

Acknowledged 3-29-17



Bronson White
Estimator

GEOTECHNICAL EVALUATION

MINGUS AVENUE RECONSTRUCTION
WILLARD STREET TO 10TH STREET
COTTONWOOD, ARIZONA
JOB NO. 2526JK010



**Western
Technologies
Inc.**

The Quality People
Since 1955

FLAGSTAFF – ARIZONA

2400 East Huntington Drive
Flagstaff, Arizona 86004-8934
(928) 774-8700 • fax 774-6469

Prepared for:

CITY OF COTTONWOOD

June 3, 2016



Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer



Armando de la Rocha, P.E.
Senior Geotechnical Engineer

ARIZONA

COTTONWOOD LAKESIDE PRESCOTT
FLAGSTAFF LAKE HAVASU CITY SIERRA VISTA
FORT MOHAVE PHOENIX TUCSON

COLORADO

DURANGO PAGOSA SPRINGS
GRAND JUNCTION TELLURIDE

NEVADA

LAS VEGAS

NEW MEXICO

ALBUQUERQUE
FARMINGTON

UTAH

SALT LAKE CITY



**Western
Technologies
Inc.**

The Quality People
Since 1955

2400 East Huntington Drive
Flagstaff, Arizona 86004
(928) 774-8700 • fax (928) 774-6469

June 3, 2016

City of Cottonwood
Public Works Department
1490 West Mingus Avenue
Cottonwood, Arizona 86326

Attn: Mr. Robert Winiecke, P.E.

Re: Geotechnical Evaluation
Mingus Avenue Reconstruction
Willard Street to 10th Street
Cottonwood, Arizona

Job. No. 2526JK010

Western Technologies Inc. has completed the geotechnical evaluation for the proposed reconstruction of Mingus Avenue from about Willard Street to 10th Street in Cottonwood, Arizona. This study was performed in general accordance with our Proposal No. 2124PW047 dated July 7, 2014. The results of our evaluation, including the boring location diagram, boring logs, laboratory test results, and the geotechnical recommendations are attached.

We appreciate being of service to you in the geotechnical engineering phase of this project. If you have any questions concerning this report, please do not hesitate to contact us.

Sincerely,

WESTERN TECHNOLOGIES INC.
Geotechnical Engineering Services

Maximilian Kemnitz, P.E.
Senior Geotechnical Engineer

Copies to: Client (✓ Email)

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BORING LOCATION DIAGRAM	Plate 1
--------------------------------------	----------------

APPENDIX A

Definition of Terminology.....	A-1
Method of Soil Classification	A-2
Boring Log Notes	A-3
Boring Logs	A-4 to A-10

APPENDIX B

Laboratory Tests	B-1 and B-2
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APPENDIX C

Computation of Resilient Modulus.....	C-1
Subgrade Acceptance Chart.....	C-2



GEOTECHNICAL EVALUATION

MINGUS AVENUE RECONSTRUCTION WILLARD STREET TO 10TH STREET COTTONWOOD, ARIZONA

JOB NO. 2526JK010

1.0 INTRODUCTION

This report presents the results of our geotechnical evaluation for the proposed reconstruction of Mingus Avenue from about Willard Street to 10th Street in Cottonwood, Arizona. The purpose of these services is to provide information and recommendations for grading and paving during reconstruction of this section of road.

2.0 PROJECT DESCRIPTION

The proposed project will consist of reconstruction of approximately 3200 linear feet of Mingus Avenue with new pavement, curb, gutter and sidewalk, with a street width of approximately 48 feet. At the time of this evaluation, Mingus Avenue was a three-lane roadway with one eastbound lane (12 feet), one westbound lane (12 feet), one turning lane (12 feet), and a shoulder (6 feet) on each side of the roadway suitable for bicycle use. In addition, the project reconstruction will extend approximately 500 feet south of Mingus Avenue on 6th Street. We assume that new pavement grades will be within about 1 foot of the existing site grades. Should any of our information or assumptions not be correct, we request that the Client notify WT immediately.

3.0 SCOPE OF SERVICES

As part of this geotechnical evaluation six soil borings were drilled within the existing roadway pavement on Mingus Avenue, and one soil boring was drilled within the existing roadway pavement on 6th Street. On Mingus Avenue, the boring locations alternated between the eastbound and westbound lanes. The approximate locations of the test borings are shown on Plate 1.

A field log was prepared for each boring. These logs contain visual classifications of the materials encountered during drilling as well as interpolation of the subsurface conditions between samples. Final logs, included in Appendix A, represent our interpretation of the field logs and may include modifications based on laboratory observations and tests of the field samples. The final logs describe the materials encountered, material thickness, and sample locations.

Laboratory analyses were performed on representative soil samples to aid in material classification and to estimate pertinent engineering properties of the on-site soils. Testing was performed in general accordance with applicable ASTM, AASHTO, and ADOT specifications. The following tests were performed and the results are presented on the boring logs and in Appendix B:



- Gradation
- Dry Density
- Expansion
- Plasticity
- Field Moisture Content
- R-value

The scope of this study also included a review of geologic maps and information regarding the site and vicinity. This report is for the exclusive purpose of providing geotechnical engineering and/or testing information and recommendations.

4.0 SITE CONDITIONS

4.1 Surface

At the time of our exploration, Mingus Avenue was an asphalt concrete paved three-lane roadway with one eastbound lane, one westbound lane, one turning lane, and a shoulder on each side of the roadway suitable for bicycle use. The portion of the project extending approximately 500 feet south of Mingus Avenue on 6th Street was an asphalt concrete paved two-lane roadway with northbound and southbound lanes, and a shoulder on each side of the roadway suitable for bicycle use.

4.2 Subsurface

As presented on Logs of Borings, soils encountered in the borings consisted predominantly of loose to dense Clayey to Silty SAND and firm to very stiff Sandy Lean CLAY. The depth of the borings was about 6 feet below existing pavement grade. The pavement sections encountered in the borings are summarized in the following table:

Location	Asphalt Concrete (AC) (in.)	Aggregate Base Course (ABC) (in.)	Total (in.)
1	2	8	10
2	1	8	9
3	2	8	10
4	2	8	10
5	2	9	11
6	2	8	10
7	2	9	11



4.3 Testing

Sieve analysis and Atterberg Limits tests were run on samples from all of the borings and results indicated the percent passing the No. 200 sieve varied from 28 to 67 percent, and the Plasticity Index varied from 9 to 22. The soils tested varied from Sandy Lean CLAYs to Clayey SANDs. One R-value test was performed on a sample of the Sandy Lean CLAY soils yielding a value of 5.

5.0 RECOMMENDATIONS

5.1 General

The recommendations presented in this report are based on the assumption that the soil conditions do not deviate appreciably from those disclosed by the borings. If variations are encountered during construction or if changes are made in roadway location and/or grade, we should be notified for supplemental recommendations. This report does not encompass the effects, if any, of underlying geology or regional groundwater withdrawal and expresses no opinion regarding their effects on surface movement.

5.2 R-Values and Resilient Modulus (M_R) for Pavement Design

Soil samples from all borings were tested for percentage passing the No. 200 sieve and Plasticity Index, and soil from Boring No. 7 on 6th was tested for R-value in the laboratory. Soil from Boring No. 7 was tested for R-value since the soil at that location was representative of the weaker soils encountered in the borings. The R-value from near surface soils in Boring No. 7 was 5. The results of the lab testing are presented on Plate B-1, and are also summarized in the table on the following page.

From the samples taken from the borings, the respective measured percentages passing the No. 200 sieve and PIs were entered into the equation on page 84 in the ADOT "Preliminary Engineering and Design Manual" to obtain correlated R-values which are shown on the table below. The equation used is the basis for Table 202.02-3 in the ADOT manual. The mean of the resulting correlated R-values is 31, and the standard deviation is 10.

WT notes that in order to determine the mean and standard deviation of the tested R-value, the calculation requires at least two values. Therefore, for the purpose of calculating a standard deviation for the one tested R-value of 5 for Boring No. 7, WT assumed two R-values of 4.9 and 5.1, whose average was equivalent to the tested value obtained.



Test Boring	Depth (feet)	USCS	Minus 200	Plasticity Index	R-values	
					Correlated	Tested
1	2 - 5	SC	45.0	13	29	--
2	1 - 5	CL	56.0	17	21	--
3	1 - 5	SC	30.8	9	43	--
4	1 - 5	SC	44.1	9	37	--
5	1 - 5	SC	25.8	13	36	--
6	1 - 5	SC	28.2	13	35	--
7	1 - 5	CL	67.3	22	15	4.9
7A	1 - 5	CL	--	--	--	5.1
Number					7	2
Mean					31	5
standard deviation					10	0.14

The overall mean R-value was calculated to be 31, using the means and standard deviations of the respective measured and correlated R-values according to the equation on page 87 of the ADOT manual. When this mean R-value was entered into the ADOT equation for converting between R-value and resilient modulus, with the ADOT Seasonal Variation Factor (SVF) of 2.2 for Cottonwood, the result was an M_R of 3,118 pounds per square inch (psi). The corresponding Construction Control R-value was calculated from the correlated R-values, using a t-value corresponding to 6 degrees of freedom. The resulting minimum acceptable R-value (Construction Control R-value) was 16. A printout from these calculations are shown on Plate C-1.

The attached Subgrade Acceptance Chart was developed based on a Construction Control R-value of 16 (see Plate C-2). For plotting the line of acceptance for an R-value of 16, the intercepts which should be used are: a PI of 46 for 0 percent passing the No. 200 sieve, and a PI of 11 for 100 percent passing the No. 200 sieve. The acceptance region lies below the line between these intercepts.



Site and imported borrow materials which meet the requirements of the Subgrade Acceptance Chart selected by the Engineer for this project or portions thereof, are recommended for use in the upper three feet of finished pavement subgrade. Other site or imported borrow materials of lesser quality which the Engineer may approve for use are recommended for use in the proposed pavement structure only at depths greater than 3 feet below finish subgrade surface elevation. WT does not anticipate significant amount of imported soils for the project, other than what will be required for the planned pavement section.

5.3 Drainage

Positive drainage of the pavement structure should be provided during construction and maintained afterward. Infiltration of water into utility excavations and subgrade should be prevented during construction.

5.4 Embankments and Fill Slopes

The embankment slopes should be inclined no steeper than 3:1 (horizontal:vertical). Water should not be allowed to flow over the face of any fill slope at the project in concentrated streams or gullies unless specific recommendations are provided by our firm. At an inclination of 3:1, some sloughing and erosion may occur during periods of heavy rainfall.

6.0 EARTHWORK

6.1 General

The conclusions contained in this report for the proposed construction are contingent upon compliance with recommendations presented in this section. Earthwork should be performed in accordance with applicable sections of ADOT Standard Specifications.

6.2 Shrinkage and Ground Compaction Factors

For earthwork estimates for pavement construction using the Sandy CLAY and Clayey SAND site subgrade soils, we recommend using the following:

- Shrinkage Factor = 15 percent
- Ground Compaction Factor = 0.15 foot



6.3 Suitability of Existing Soils

WT tested samples obtained for all seven borings and anticipates that nearly all the surface material exposed after removal of the existing pavement section will fall within the acceptable zone identified on the Subgrade Acceptance Chart. If soils are identified at subgrade elevation that do not fall within the acceptable zone identified on the Subgrade Acceptance Chart, WT should be notified.

6.4 Placement and Compaction

Placement and compaction of soils shall be in accordance with ADOT Standard Specifications.

6.5 Compliance

Recommendations for foundations elements supported on compacted fills or prepared subgrade depend upon compliance with **EARTHWORK** recommendations. To assess compliance, observation and testing should be performed under the direction of a geotechnical engineer.

7.0 OTHER SERVICES

It is recommended that the Geotechnical Engineer be provided the opportunity for a general review of final design plans and specifications to assess that the grading and paving recommendations have been properly interpreted and implemented.

The Geotechnical Engineer should be retained to provide services during excavation, grading, and construction phases of the work. It would be logical for Western Technologies Inc. to provide these services since we are most qualified to determine consistency of field conditions with those data used in our analysis.



8.0 CLOSURE

We prepared this report as an aid to the designers of the proposed project. The comments, statements, recommendations and conclusions set forth in this report reflect the opinions of the authors. These opinions are based upon conditions at the location of specific tests, observations and data developed to satisfy the scope of services defined by the contract documents. Work on your project was performed in accordance with generally accepted industry standards and practices by professionals providing similar services in this locality. No other warranty, express or implied, is made.

In the event that changes in the proposed project occur, the conclusions and recommendations contained in this report should be reviewed and the report should be modified or supplemented as necessary. Variations from the field conditions represented by the borings may become evident during construction. If variations appear, we should be contacted to reevaluate our recommendations. We believe the findings in our report address the requirements for this project and are responsive to your concerns.


The comments and recommendations contained herein are not intended to dictate construction methods or sequences. Any contractor reviewing this report must draw his own conclusions regarding site conditions and specific construction techniques to be used on this project.





LEGEND:

⊕ Approximate Boring Location

 Not to Scale	MINGUS AVENUE RECONSTRUCTION	
	Boring Location Diagram	
	Western Technologies Inc.	
	Job No. 2526JK010	Plate: 1

Allowable Soil Bearing Capacity	The recommended maximum contact stress developed at the interface of the foundation element and the supporting material.
Backfill	A specified material placed and compacted in a confined area.
Base Course	A layer of specified aggregate material placed on a subgrade or subbase.
Base Course Grade	Top of base course.
Bench	A horizontal surface in a sloped deposit.
Caisson/Drilled Shaft	A concrete foundation element cast in a circular excavation which may have an enlarged base (or belled caisson).
Concrete Slabs-On-Grade	A concrete surface layer cast directly upon base course, subbase or subgrade.
Crushed Rock Base Course	A base course composed of crushed rock of a specified gradation.
Differential Settlement	Unequal settlement between or within foundation elements of a structure.
Engineered Fill	Specified soil or aggregate material placed and compacted to specified density and/or moisture conditions under observations of a representative of a soil engineer.
Existing Fill	Materials deposited through the action of man prior to exploration of the site.
Existing Grade	The ground surface at the time of field exploration.
Expansive Potential	The potential of a soil to expand (increase in volume) due to absorption of moisture.
Fill	Materials deposited by the actions of man.
Finished Grade	The final grade created as a part of the project.
Gravel Base Course	A base course composed of naturally occurring gravel with a specified gradation.
Heave	Upward movement.
Native Grade	The naturally occurring ground surface.
Native Soil	Naturally occurring on-site soil.
Rock	A natural aggregate of mineral grains connected by strong and permanent cohesive forces. Usually requires drilling, wedging, blasting or other methods of extraordinary force for excavation.
Sand and Gravel Base Course	A base course of sand and gravel of a specified gradation.
Sand Base Course	A base course composed primarily of sand of a specified gradation.
Scarify	To mechanically loosen soil or break down existing soil structure.
Settlement	Downward movement.
Soil	Any unconsolidated material composed of discrete solid particles, derived from the physical and/or chemical disintegration of vegetable or mineral matter, which can be separated by gentle mechanical means such as agitation in water.
Strip	To remove from present location.
Subbase	A layer of specified material placed to form a layer between the subgrade and base course.
Subbase Grade	Top of subbase.
Subgrade	Prepared native soil surface.



COARSE-GRAINED SOILS
LESS THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
GW	WELL-GRADED GRAVEL OR WELL-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE SIZE
GP	POORLY-GRADED GRAVEL OR POORLY-GRADED GRAVEL WITH SAND, LESS THAN 5% FINES	
GM	SILTY GRAVEL OR SILTY GRAVEL WITH SAND, MORE THAN 12% FINES	
GC	CLAYEY GRAVEL OR CLAYEY GRAVEL WITH SAND, MORE THAN 12% FINES	
SW	WELL-GRADED SAND OR WELL-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE SIZE
SP	POORLY-GRADED SAND OR POORLY-GRADED SAND WITH GRAVEL, LESS THAN 5% FINES	
SM	SILTY SAND OR SILTY SAND WITH GRAVEL, MORE THAN 12% FINES	
SC	CLAYEY SAND OR CLAYEY SAND WITH GRAVEL, MORE THAN 12% FINES	

NOTE: Coarse-grained soils receive dual symbols if they contain 5% to 12% fines (e.g., SW-SM, GP-GC).

FINE-GRAINED SOILS
MORE THAN 50% FINES

GROUP SYMBOLS	DESCRIPTION	MAJOR DIVISIONS
ML	SILT, SILT WITH SAND OR GRAVEL, SANDY SILT, OR GRAVELLY SILT	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50
CL	LEAN CLAY OF LOW TO MEDIUM PLASTICITY, SANDY CLAY, OR GRAVELLY CLAY	
OL	ORGANIC SILT OR ORGANIC CLAY OF LOW TO MEDIUM PLASTICITY	
MH	ELASTIC SILT, SANDY ELASTIC SILT, OR GRAVELLY ELASTIC SILT	SILTS AND CLAYS LIQUID LIMIT MORE THAN 50
CH	FAT CLAY OF HIGH PLASTICITY, SANDY FAT CLAY, OR GRAVELLY FAT CLAY	
OH	ORGANIC SILT OR ORGANIC CLAY OF HIGH PLASTICITY	
PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	HIGHLY ORGANIC SOILS

NOTE: Fine-grained soils may receive dual classification based upon plasticity characteristics (e.g. CL-ML).

SOIL SIZES

COMPONENT	SIZE RANGE
BOULDERS	Above 12 in.
COBBLES	3 in. – 12 in.
GRAVEL	No. 4 – 3 in.
Coarse	¾ in. – 3 in.
Fine	No. 4 – ¾ in.
SAND	No. 200 – No. 4
Coarse	No. 10 – No. 4
Medium	No. 40 – No. 10
Fine	No. 200 – No. 40
Fines (Silt or Clay)	Below No. 200

NOTE: Only sizes smaller than three inches are used to classify soils

CONSISTENCY

CLAYS & SILTS	BLOWS PER FOOT
VERY SOFT	0 – 2
SOFT	3 – 4
FIRM	5 – 8
STIFF	9 – 15
VERY STIFF	16 – 30
HARD	OVER 30

RELATIVE DENSITY

SANDS & GRAVELS	BLOWS PER FOOT
VERY LOOSE	0 – 4
LOOSE	5 – 10
MEDIUM DENSE	11 – 30
DENSE	31 – 50
VERY DENSE	OVER 50

NOTE: Number of blows using 140-pound hammer falling 30 inches to drive a 2-inch-OD (1½-inch ID) split-barrel sampler (ASTM D1586).

PLASTICITY OF FINE GRAINED SOILS

PLASTICITY INDEX	TERM
0	NON-PLASTIC
1 – 7	LOW
8 – 20	MEDIUM
Over 20	HIGH

DEFINITION OF WATER CONTENT

DRY
SLIGHTLY DAMP
DAMP
MOIST
WET
SATURATED

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METHOD OF CLASSIFICATION

PLATE

A-2

The number shown in "**BORING NO.**" refers to the approximate location of the same number indicated on the "Boring Location Diagram" as positioned in the field by pacing or measurement from property lines and/or existing features, or through the use of Global Positioning System (GPS) devices. The accuracy of GPS devices is somewhat variable.

"**DRILLING TYPE**" refers to the exploratory equipment used in the boring wherein **HSA** = **hollow stem auger**, and the dimension presented is the outside diameter of the HSA used.

"**N**" in "**BLOW COUNTS**" refers to a 2-inch outside diameter split-barrel sampler driven into the ground with a 140 pound drop-hammer dropped 30 inches repeatedly until a penetration of 18 inches is achieved or until refusal. The number of blows, or "blow count", of the hammer is recorded for each of three 6-inch increments totaling 18 inches. The number of blows required for advancing the sampler for the last 12 inches (2nd and 3rd increments) is defined as the Standard Penetration Test (SPT) "**N**"-Value. Refusal to penetration is considered more than 50 blows per 6 inches. (Ref. ASTM D1586).

"**R**" in "**BLOW COUNTS**" refers to a 3-inch outside diameter ring-lined split barrel sampler driven into the ground with a 140 pound drop-hammer dropped 30 inches repeatedly until a penetration of 12 inches is achieved or until refusal. The number of blows required to advance the sampler 12 inches is defined as the "**R**" blow count. The "**R**" blow count requires an engineered conversion to an equivalent SPT N-Value. Refusal to penetration is considered more than 50 blows per foot. (Ref. ASTM D3550).

"**CS**" in "**BLOWS/FT.**" refers to a 2½-in. outside diameter California style split-barrel sampler, lined with brass sleeves, driven into the ground with a 140-pound hammer dropped 30 inches repeatedly until a penetration of 18 inches is achieved or until refusal. The number of blows of the hammer is recorded for each of the three 6-inch increments totaling 18 inches. The number of blows required for advancing the sampler for the last 12 inches (2nd and 3rd increments) is defined as the "**CS**" blow count. The "**CS**" blow count requires an engineered conversion to an equivalent SPT N-Value. Refusal to penetration is considered more than 50 blows for a 6-inch increment. (Ref. ASTM D 3550)

"**SAMPLE TYPE**" refers to the form of sample recovery, in which **N** = Split-barrel sample, **R** = Ring-lined sample, "**CS**" = California style split-barrel sample, **G** = Grab sample, **B** = Bucket sample, **C** = Core sample (ex. diamond bit rock coring).

"**DRY DENSITY (LBS/CU FT)**" refers to the laboratory-determined dry density in pounds per cubic foot. The symbol "**NR**" indicates that no sample was recovered.

"**WATER (MOISTURE) CONTENT**" (% of Dry Wt.) refers to the laboratory-determined water content in percent using the standard test method ASTM D2216.

"**USCS**" refers to the "Unified Soil Classification System" Group Symbol for the soil type as defined by ASTM D2487 and D2488. The soils were classified visually in the field, and where appropriate, classifications were modified by visual examination of samples in the laboratory and/or by appropriate tests.

These notes and boring logs are intended for use in conjunction with the purposes of our services defined in the text. Boring log data should not be construed as part of the construction plans nor as defining construction conditions.

Boring logs depict our interpretations of subsurface conditions at the locations and on the date(s) noted. Variations in subsurface conditions and characteristics may occur between borings. Groundwater levels may fluctuate due to seasonal variations and other factors.

The stratification lines shown on the boring logs represent our interpretation of the approximate boundary between soil or rock types based upon visual field classification at the boring location. The transition between materials is approximate and may be more or less gradual than indicated.

EQUIPMENT TYPE: CME-75
DRILLING TYPE: 7" HSA
FIELD ENGINEER: D. Curtis

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

PLATE
A-4

DATE DRILLED: 3-18-16
 LOCATION: See Location Diagram
 ELEVATION: Not Determined

BORING NO. 2

EQUIPMENT TYPE: CME-75
 DRILLING TYPE: 7" HSA
 FIELD ENGINEER: D. Curtis

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
								ASPHALT CONCRETE (1 inch thick) AGGREGATE BASE COURSE (8 inches thick)
13.8		G	X	7		CL		Sandy Lean CLAY; some gravel, dark brown, firm, damp
8.0	115	R	O	9	5	SC		Clayey SAND; with gravel, dark brown, loose, slightly damp
								Boring Stopped at 6 Feet
					10			

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

N- STANDARD PENETRATION TEST
 R- RING SAMPLE
 CA- CALIFORNIA MODIFIED SAMPLER
 G- GRAB SAMPLE
 B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



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 Flagstaff, AZ 86004-8934

PROJECT: MINGUS AVENUE RECONSTRUCTION
 PROJECT NO.: 2526JK010

BORING LOG

PLATE
A-5

DATE DRILLED: 3-18-16
 LOCATION: See Location Diagram
 ELEVATION: Not Determined

BORING NO. 3

EQUIPMENT TYPE: CME-75
 DRILLING TYPE: 7" HSA
 FIELD ENGINEER: D. Curtis

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
								ASPHALT CONCRETE (2 inches thick) AGGREGATE BASE COURSE (8 inches thick)
11.3	113	G				SC		Clayey SAND; with gravel, brown, medium dense, damp
		R		25				
34.5	98	R		33	5			
								Boring Stopped at 6 Feet
					10			

N- STANDARD PENETRATION TEST
 R- RING SAMPLE
 CA- CALIFORNIA MODIFIED SAMPLER
 G- GRAB SAMPLE
 B- BUCKET SAMPLE

NOTES: Groundwater Not Encountered



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 2400 Huntington Drive
 Flagstaff, AZ 86004-8934

PROJECT: MINGUS AVENUE RECONSTRUCTION
 PROJECT NO.: 2526JK010

BORING LOG

PLATE

A-6






THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EQUIPMENT TYPE: CME-75
DRILLING TYPE: 7" HSA
FIELD ENGINEER: D. Curtis

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

PLATE
A-7

EQUIPMENT TYPE: CME-75
DRILLING TYPE: 7" HSA
FIELD ENGINEER: D. Curtis

MOISTURE CONTENT (% OF DRY WT.)	DRY DENSITY (LBS/CU FT)	SAMPLE TYPE	SAMPLE	BLOWS/FT.	DEPTH (FEET)	USCS	GRAPHIC	SOIL DESCRIPTION
								ASPHALT CONCRETE (2.3 inches thick) AGGREGATE BASE COURSE (9 inches thick)
5.8	118	G				SC		Clayey SAND; with gravel, brown, medium dense, damp
		R		34				
								
3.6		R		42	5			
								Boring Stopped at 6 Feet
					10			

N-	STANDARD PENETRATION TEST
R-	RING SAMPLE
CA-	CALIFORNIA MODIFIED SAMPLER
G-	GRAB SAMPLE
B-	BUCKET SAMPLE

NOTES: Groundwater Not Encountered



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Flagstaff, AZ 86004-8934

PROJECT: MINGUS AVENUE RECONSTRUCTION
PROJECT NO.: 2526JK010

BORING LOG

PLATE
A-8

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EQUIPMENT TYPE: CME-75
DRILLING TYPE: 7" HSA
FIELD ENGINEER: D. Curtis

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

PLATE
A-9

EQUIPMENT TYPE: CME-75
DRILLING TYPE: 7" HSA
FIELD ENGINEER: D. Curtis

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

BORING LOG


Boring No.	Depth (ft)	USCS Class.	Particle Size Distribution (%) Passing by Weight						Atterberg Limits		Laboratory Compaction Characteristics			R-Value	Remarks
			3"	¾"	#4	#10	#40	#200	LL	PI	Dry Density (pcf)	Optimum Moisture (%)	Method		
1	2-5	SC	100	93	83	75	62	45.0	28	13					2
2	1-5	CL		100	89	83	72	56.0	33	17					2
3	1-5	SC	100	98	80	67	48	30.8	22	9					2
4	1-5	SC		100	90	83	67	44.1	24	9					2
5	1-5	SC	100	98	72	57	41	25.8	29	13					2
6	1-5	SC	100	99	69	57	42	28.2	29	13					2
7	1-5	CL		100	95	91	82	67.3	39	22				5	2

NOTE: NP = Non-plastic

REMARKS

Classification / Particle Size / Moisture-Density Relationship

1. Visual
2. Laboratory Tested
3. Minus #200 Only
4. Test Method ASTM D698/AASHTO T99
5. Test Method ASTM D1557/AASHTO T180
6. From the ADOT Family of Curves
7. Roadway Base Material

<div><div>Geotechnical Environmental Inspections Materials</div><div></div><div><div>Western Technologies Inc.</div><div>The <u>Quality</u> People</div><div>Since 1955</div></div><div>wt-us.com</div></div>	PROJECT: MINGUS AVENUE RECONSTRUCTION	PLATE B-1
	JOB NO.: 2526JK010	
SOIL PROPERTIES		

Boring No.	Depth (ft.)	USCS Class.	Initial Dry Density (pcf)	Initial Water Content (%)	Compression Properties			Expansion Properties		Plasticity		Percent Passing #200	Soluble		Remarks
					Surcharge (ksf)	Total Compression (%)		Surcharge (ksf)	Expansion (%)	LL	PI		Salts (ppm)	Sulfate (ppm)	
						In-Situ	After Saturation								
1	2-5	SC	113.3	12.7				0.1	1.0						1,2
2	1-5	CL	113.3	12.7				0.1	2.1						1,2
3	1-5	SC	120.3	10.5				0.1	0.2						1,2
4	1-5	SC	120.3	10.5				0.1	0.9						1,2
5	1-5	SC	125.4	9.0				0.1	0.1						1,2
6	1-5	SC	118.0	11.2				0.1	0.9						1,2
7	1-5	CL	111.2	13.5				0.1	1.8						1,2

Notes: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.
NP = Non-Plastic

Remarks

1. Compacted density (approx. 95% of ASTM D698 max. density at moisture content slightly below optimum.)
2. Submerged to approximate saturation.
3. Slight rebound after saturation.
4. Sample disturbance observed.
5. Sample is in place swell

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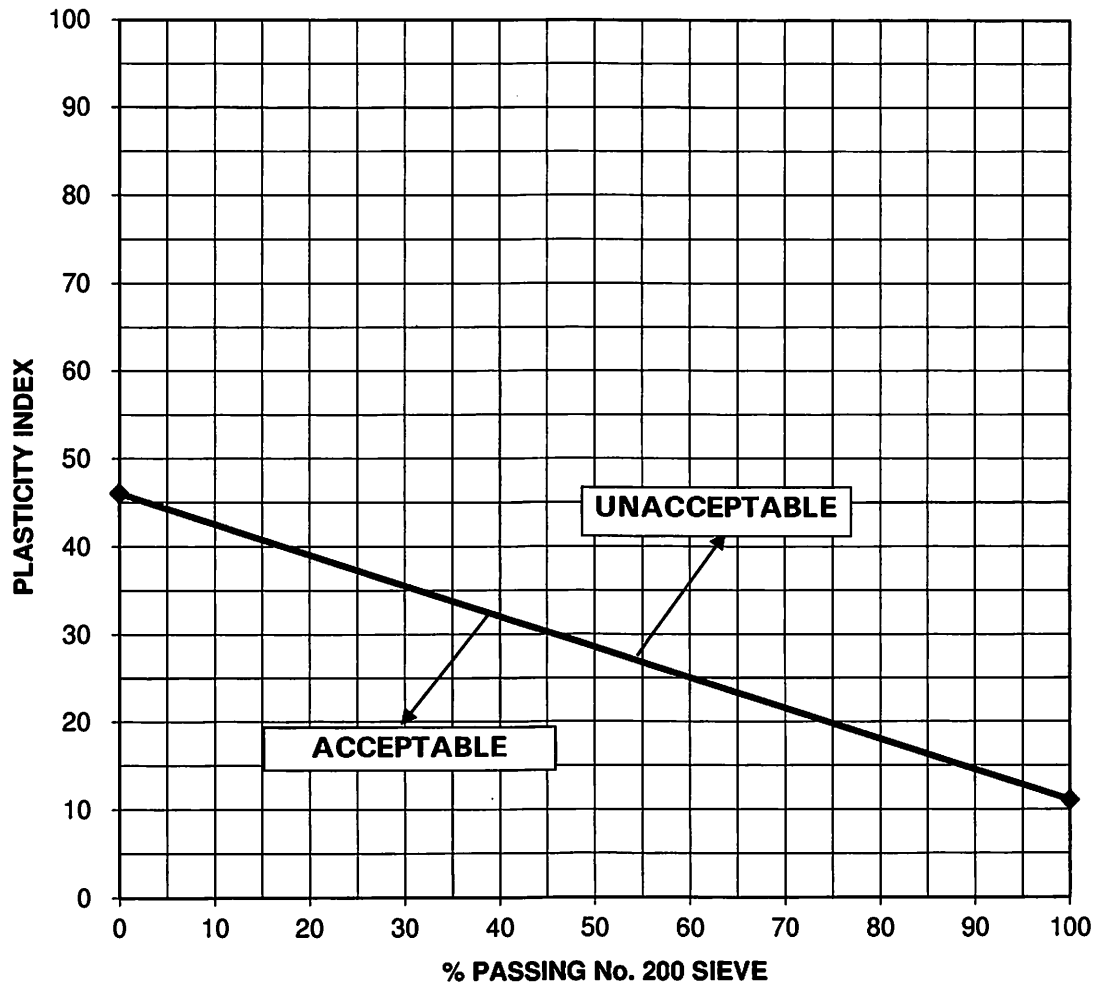
PROJECT: MINGUS AVENUE RECONSTRUCTION
JOB NO.: 2526JK010

SOIL PROPERTIES

PLATE
B-2

COMPUTATION OF RESILIENT MODULUS				R-VALUE			Boring No.	
MCDOT Procedure				TESTED	< --- RAW DATA --- >			CORREL.
					-200	PI		
PROJECT: Mingus Avenue Reconstruction				(*) FOR MATERIAL WITH -200 = PI = 0				
JOB No. : 2526JK010				(*) ENTER AS: -200 = PI = 0.01				
Rmean = $(2 * N_t * R_t * SIG_c^2 + N_c * R_c * SIG_t^2) / (2 * N_t * SIG_c^2 + N_c * SIG_t^2)$					45	13	29	
					56	17	21	
					31	9	43	
					44	9	37	
					26	13	36	
					28	13	35	
					67	22	15	
Mr = $(1815 + 225 * R_{mean} + 2.40 * R_{mean}^2) / (0.6 * SVF^{0.6})$								
Nt = Number of tested R-values = 2				5.1 4.9				
Nc = Number of Correlated R-values = 7								
Rt = Mean of tested of R-values (adjusted if SIGt > 10) = 5.00								
Rc = Mean of Correlated R-values (Adjusted if SIGc > 10) = 30.83								
SIGt = Standard Deviation of tested R-values = 0.14								
SIGc = Standard Deviation of Correlated R-values = 10.03								
Seasonal Variation Factor, SVF (Select a location) = Cottonwood 2.2								
Rmean = 5								
Mr = 3118 psi Mr - DESIGN = 3118 psi								
CONSTRUCTION CONTROL R-value DETERMINATION AND SUBGRADE ACCEPTANCE CHART LIMITS								
No. of Degrees of Freedom (No. Tests - 1) = 6								
Critical "t" value (From Table 202.02-5, P. 95) = 1.44								
Construction Control R-value = 16								
For -200 = 0 PI = 46				MEAN AND ST. DEV.				
				5.00		30.86		
				0.14		10.03		
For PI = 0 -200 = > 100								
PI for (-200 = 100) = 11								
For -200 = 100 PI = 11								

SUBGRADE ACCEPTANCE CHART BASED ON R-VALUE = 16



MINGUS AVENUE RECONSTRUCTION	
SUBGRADE ACCEPTANCE CHART	
Western Technologies, Inc.	
Job No.: 2526JK010	Plate: C-2

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting	May 2, 2017
Date:	
Subject:	Cottonwood Street Sidewalk Improvements
Department:	Development Services
From:	Robert Winiecke, PE, City Engineer

REQUESTED ACTION

Award of contract to perform the sidewalk improvements along Cottonwood Street between Sawmill Rd and a point approximately 150 feet west of Cove Parkway. The City received a federal grant to make these improvements.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to award the contract for construction of the Cottonwood Street sidewalk improvements to Pima Paving, Inc. as recommended by staff, and subject to approval of the final form of contract by the City Attorney"

BACKGROUND

The City received funding through its 5311 rural transportation grant to make capital improvements to existing bus stops to meet ADA requirements. A total of \$175,000.00 has been programmed for this particular project.

JUSTIFICATION/BENEFITS/ISSUES

This project will add new ADA accessible sidewalk along both the north and south sides of Cottonwood Street. In addition to the sidewalk improvements the existing bus shelters will be relocated to provide greater safety for pedestrians and users of the City's public transportation system.

The single timely and responsive bid came back favorable to complete the Base Bid work in its entirety. However, in order to complete the Bid Alternate work in its entirety the project would exceed the funds programmed for the project by over \$39,000.00. Accordingly, staff proposes to shorten the extent of the sidewalk improvements along the south side of Cottonwood Street to encompass the area between the existing bus shelter and the Safeway Shopping Center Driveway entrance located across from Sawmill Road. This proposed adjustment to the project would still achieve the primary goal of the grant and project which is to improve ADA access to the City's bus stops as well as keep the project scope within the established budget.

COST/FUNDING SOURCE

Section 5311 grant funds

ATTACHMENTS:

File Name	Description	Type
Bid_Summary_Comparison.pdf	Bid Summary	Cover Memo
Cottonwood_Street_Sidewalk_Exhibit.pdf	Cottonwood Street Sidewalk Exhibit	Cover Memo

COTTONWOOD STREET SIDEWALK PROJECT BID SUMMARY

NO.	BASE BID ITEM DESCRIPTION	Unit	Qty	ENGINEER'S ESTIMATE		PIMA PAVING	
				Unit Price	Price	Bid Price	Price
1	Mobilization	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 20,118.36	\$ 20,118.36
2	Traffic control	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 7,890.98	\$ 7,890.98
3	Site grading	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 9,506.69	\$ 9,506.69
4	Erosion control	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 4,056.57	\$ 4,056.57
5	Saw cut existing concrete slab, curb, or asphalt pavement	L.F.	90.19	\$ 1.50	\$ 135.29	\$ 3.61	\$ 325.59
6	Remove existing concrete slab.	S.F.	74.89	\$ 2.50	\$ 187.23	\$ 2.94	\$ 220.18
7	Remove existing concrete curb.	L.F.	90.19	\$ 4.00	\$ 360.76	\$ 8.72	\$ 786.46
8	Remove existing asphalt pavement.	S.Y.	15.77	\$ 4.00	\$ 63.08	\$ 23.77	\$ 374.85
9	Remove and preserve existing steel bus stop shelter.	EA.	1	\$ 750.00	\$ 750.00	\$ 1,214.00	\$ 1,214.00
10	Remove and preserve existing street sign.	EA.	3	\$ 150.00	\$ 450.00	\$ 121.40	\$ 364.20
11	Remove existing concrete driveway apron.	S.F.	434.88	\$ 5.00	\$ 2,174.40	\$ 3.82	\$ 1,661.24
12	Remove existing cmp culvert.	L.F.	94.31	\$ 15.00	\$ 1,414.65	\$ 15.96	\$ 1,505.19
13	Remove existing vegetation.	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 3,295.15	\$ 3,295.15
14	Remove existing concrete ring around sewer manhole.	S.F.	21.31	\$ 5.00	\$ 106.55	\$ 23.35	\$ 497.59
15	Remove existing landscape rock.	S.F.	37.13	\$ 3.00	\$ 111.39	\$ 10.02	\$ 372.04
16	Install 6' wide concrete sidewalk MAG Std. Det. 230.	S.F.	3,731.14	\$ 6.00	\$ 22,386.84	\$ 3.22	\$ 12,014.27
17	Install 4" ABC compacted to 95% MDD below sidewalk.	S.F.	3,731.14	\$ 2.00	\$ 7,462.28	\$ 4.13	\$ 15,409.61
18	Install curb ramp per MAG Std. Det. 235-3.	S.F.	168.57	\$ 6.00	\$ 1,011.42	\$ 13.39	\$ 2,257.15
19	Install 4" ABC compacted to 95% MDD below ramp.	S.F.	168.57	\$ 1.50	\$ 252.86	\$ 4.14	\$ 697.88
20	Install 4" thick concrete slab per MAG Std. Det. 230.	S.F.	74.89	\$ 4.00	\$ 299.56	\$ 8.27	\$ 619.34
21	Install 4" ABC compacted to 95% MDD below slab.	S.F.	74.89	\$ 1.50	\$ 112.34	\$ 4.15	\$ 310.79
22	Install metal bus shelter.	EA.	1	\$ 500.00	\$ 500.00	\$ 1,517.50	\$ 1,517.50
23	Install 18" cmp culvert per MAG Std. Det. 621.	L.F.	222.85	\$ 80.00	\$ 17,828.00	\$ 53.83	\$ 11,996.02
24	Install driveway entrance per MAG Std. Det. 250-2. Driveway width per plan.	S.F.	1,185.20	\$ 7.00	\$ 8,296.40	\$ 5.14	\$ 6,091.93
25	Install 6" ABC compacted to 95% MDD below driveway.	S.F.	1,185.20	\$ 2.50	\$ 2,963.00	\$ 4.13	\$ 4,894.88
26	Install Type A curb and gutter per MAG Std. Det. 220-1.	L.F.	20.24	\$ 18.00	\$ 364.32	\$ 42.83	\$ 866.88
27	Install bituminous tack coat to adjacent concrete faces.	L.F.	44.45	\$ 2.00	\$ 88.90	\$ 3.11	\$ 138.24
28	Install 3" thick asphalt pavement or match existing asphalt thickness as approved by City inspector.	S.Y.	4.49	\$ 150.00	\$ 673.50	\$ 79.71	\$ 357.90
29	Install 6" ABC compacted to 95% MDD below asphalt.	S.Y.	4.49	\$ 50.00	\$ 224.50	\$ 4.12	\$ 18.50
30	Install sign base per City detail on approved plans.	EA.	3	\$ 250.00	\$ 750.00	\$ 934.78	\$ 2,804.34
31	Install expansion joint per MAG Std. Spec. 729.	L.F.	4	\$ 2.00	\$ 8.00	\$ 1.21	\$ 4.84
32	Adjust sewer manhole rim to be flush with finished sidewalk grade per MAG Std. Det. 422.	EA.	2	\$ 250.00	\$ 500.00	\$ 424.90	\$ 849.80
33	Adjust water valve box to be flush with finished sidewalk grade per MAG Std. Det. 391-1, Type B	EA.	1	\$ 250.00	\$ 250.00	\$ 182.10	\$ 182.10
34	Install scupper per MAG Std. Det. 203.	S.F.	36.87	\$ 50.00	\$ 1,843.50	\$ 181.10	\$ 6,677.16
35	Install 4" ABC compacted to 95% MDD below scupper.	S.F.	36.87	\$ 2.50	\$ 92.18	\$ 4.14	\$ 152.64
36	Install hydroseeding per AZDOT Erosion and Pollution Control Manual specifications.	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 3,034.99	\$ 3,034.99
				SUBTOTAL	\$ 129,160.93	SUBTOTAL	\$ 123,085.83

NO.	BID ALTERNATE ITEM DESCRIPTION	Unit	Qty	Unit Price	Price	Unit Price	Price
1	Mobilization	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 19,257.68	\$ 19,257.68
2	Traffic control	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 4,364.28	\$ 4,364.28
3	Site grading	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 5,440.13	\$ 5,440.13
4	Erosion control	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 4,016.01	\$ 4,016.01
5	Saw cut existing concrete slab, curb, or asphalt pavement	L.F.	117.31	\$ 1.50	\$ 175.97	\$ 3.74	\$ 438.74
6	Remove existing concrete slab.	S.F.	75.91	\$ 2.50	\$ 189.78	\$ 9.57	\$ 726.46
7	Remove existing concrete curb.	L.F.	117.31	\$ 4.00	\$ 469.24	\$ 8.73	\$ 1,024.12
9	Remove and preserve existing steel bus stop shelter.	EA.	1	\$ 750.00	\$ 750.00	\$ 1,246.94	\$ 1,246.94
10	Remove and preserve existing street sign.	EA.	1	\$ 150.00	\$ 150.00	\$ 124.69	\$ 124.69
11	Relocate existing fire hydrant.	EA.	2	\$ 1,000.00	\$ 2,000.00	\$ 3,901.54	\$ 7,803.08

COTTONWOOD STREET SIDEWALK PROJECT BID SUMMARY

12	Relocate existing irrigation valve box.	EA.	12	\$ 200.00	\$ 2,400.00	\$ 368.15	\$ 4,417.80
13	Remove existing landscape block wall.	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,029.64	\$ 2,029.64
16	Install 6' wide concrete sidewalk MAG Std. Det. 230.	S.F.	3,361.96	\$ 6.00	\$ 20,171.76	\$ 3.22	\$ 10,825.51
17	Install 4" ABC compacted to 95% MDD below sidewalk.	S.F.	3,361.96	\$ 2.00	\$ 6,723.92	\$ 4.13	\$ 13,884.89
18	Install curb ramp per MAG Std. Det. 235-3.	S.F.	497.86	\$ 6.00	\$ 2,987.16	\$ 12.67	\$ 6,307.89
19	Install 4" ABC compacted to 95% MDD below ramp.	S.F.	497.86	\$ 1.50	\$ 746.79	\$ 4.12	\$ 2,051.18
20	Install 4" thick concrete slab per MAG Std. Det. 230.	S.F.	75	\$ 4.00	\$ 300.00	\$ 8.27	\$ 620.25
21	Install 4" ABC compacted to 95% MDD below slab.	S.F.	75	\$ 1.50	\$ 112.50	\$ 4.13	\$ 309.75
22	Install metal bus shelter.	EA.	1	\$ 500.00	\$ 500.00	\$ 1,558.67	\$ 1,558.67
30	Install sign base per City detail on approved plans.	EA.	1	\$ 250.00	\$ 250.00	\$ 935.20	\$ 935.20
36	Install hydroseeding per AZDOT Erosion and Pollution Control Manual specifications.	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 3,725.72	\$ 3,725.72
SUBTOTAL					\$ 93,427.11	SUBTOTAL	\$ 91,108.63
TOTAL					\$ 222,588.04	TOTAL	\$ 214,194.46

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting Date:	May 2, 2017
Subject:	Agreement to abandon a portion of right-of-way on Pima Street in Old Town in exchange for the installation of additional public parking in Old Town and other consideration.
Department:	Development Services
From:	Morgan Scott, Development Services Manager

REQUESTED ACTION

Discussion, consideration and possible approval of a proposed agreement to abandon a small portion of right-of-way along the Pima Street alignment west of Cactus Street in exchange for construction of public parking spaces and other considerations.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

I move to approve the proposed agreement with Jerome Properties L.L.C. to abandon a portion of city right-of-way along the Pima Street alignment west of Cactus Street in exchange for construction of public parking spaces and other considerations, subject to approval of the final terms and form of agreement by the City Manager and City Attorney.

BACKGROUND

Eric Jurisin, on behalf of his company Jerome Properties L.L.C., which owns property on Pima Street west of Cactus Street, has requested that the City consider abandoning a portion of the Pima Street right-of-way along his property to his L.L.C. There is currently no developed street within this right-of-way and it does not currently service any developed properties. It is vestigial right-of-way from the Ellefson subdivision plat from 1925 and the Willard subdivision plat of 1917. There are a few properties west of the proposed development that could take access off of Pima Street in the future and this abandonment will not limit their access. Currently the Pima Street right-of-way is wider than the City standard for a local street of 40 to 45 feet, and the proposed abandonment would leave a 50-foot wide right-of-way.

Jerome Properties initially intended to develop a 25-space parking lot south of Pima Street entirely on private property and improving the south half of Pima Street (An image of this concept is attached). However, during the conceptual design of the private

parking lot, the owner proposed developing the full street width of Pima Street and developing 12 to 15 public parking spaces on the north side of Pima Street. This design would require the City to abandon a portion of the Pima Street right-of-way (approximately 3,300 square feet, 6 to 14 feet wide and 330 feet long). Also, this design would require that the cars be allowed to back into the street, which is restricted by Section 406.C.2.c of the City Code: "Off-Street Parking Spaces shall be situated in a manner which will not result in automobiles backing onto a public street." The proposed agreement includes a waiver of this requirement, which staff supports only because the street will only be used to access the parking area as opposed to providing through traffic.

The owner is also proposing to dedicate a small portion of right-of-way measuring approximately 25 feet x 30 feet to the City in order to extend Pima Street to the west.

City staff has reviewed the conceptual plans and has some comments (attached), however, the concept appears to be viable. If the Council approves an agreement more detailed plans would be submitted to and reviewed by staff prior to permitting.

Attachments:

- 1) Area map, with ownership information
- 2) Initial design of the Parking lot showing the off street parking
- 3) Current conceptual design
- 4) City staff comments
- 5) Proposed agreement
- 6) City street standards
- 7) Pictures of existing conditions

JUSTIFICATION/BENEFITS/ISSUES

Council's concerns from last meeting:

1. Consistent lighting design to be dark sky compliant and not to shine onto any residential properties. The agreement states that all lighting will be dark sky compliant and shielded from residential properties.
2. Gate to Catclaw Street. In accordance with Council's direction, Staff has proposed that a gate with privacy slats be installed at the entrance to Catclaw Street. This issue is still under discussion.
3. Bike Rack. In accordance with Council's direction, Staff proposed that Jerome Properties install a bike rack along Pima Street between Cactus and Verde Heights as additional consideration for the right-of-way. Jerome has indicated that it would prefer not to install this additional public amenity.

4. Neighbor's concerns. Staff has had extensive discussions with the neighbor and his attorney, as discussed below:

A. Survey: A surveyor, Van McDonald, has placed property pins in the area for a neighboring property owner which show the property (APN: 406-22-064) nine (9) feet further south than three other local surveyors have placed the property (Mark Farr with SEC, Stan Dickey with Cornerstone and Dugan McDonald with Heritage Land Surveying). If Van McDonald's pins are correctly located, this would mean that the public parking spaces as initially proposed would have been on the neighbor's property.

The design of the project has been adjusted to remove any improvements off of the area Van McDonald surveyed. This adjustment also provided a landscape buffer between the parking lot and the residential property, if the three other surveyors are correct. Otherwise, the improvements would still be in the right-of-way, but the buffer would be minimal.

B. Drainage: Per the agreement and ordinance 172 the drainage in the area will be less than historic flows.

C. Utilities: The nearest water and sewer to parcel 406-22-064 is in Cactus Street. Normally a development is only required to extend improvements that the development requires and not improvements required by other properties or future developments.

The Wastewater Department has determined that due to the expense of connecting to the sewer line the residential property owner may use a septic system when the property is developed. The department has also indicated that if the owner wants to connect to sewer (and he has indicated his intent to do so), he will only be required to install a cleanout, rather than a manhole at his end of the line, which will result in significant cost savings to him.

As for water service, staff believes that the City would benefit from extending the water line down Pima Street to provide for public landscape irrigation. Accordingly, staff is proposing to provide the pipe, and Jerome Properties has offered to have its contractor provide the trenching and backfill necessary to extend the line. This will provide easy and cost effective access to the City's water system for the neighbor, again saving him a substantial amount of money in the event he wants to develop his property.

D. The neighbor would prefer that there be no parking spaces on his side of Pima, and that all parking on the other side of the road be parallel parking spaces. The first request would result in less private parking, which Jerome Properties objects to, and the second request would eliminate the public parking.

E. Buffering. As mentioned above the design has been adjusted to allow for a

landscape buffer, minimum 10 feet wide, assuming that the three surveyors other than Van McDonald are correct. The project plans also call for a 6-foot wall between the public parking and the owner's property, but the owner has requested that the wall be only 3-4 feet, and staff supports agreeing to this request, as reflected in the current draft of the agreement between the City and Jerome Properties.

5. Back-out parking. Due to the extremely low volume of the street and the geographic restrictions to development in the area which will likely keep the traffic volume low city staff does not have a concern with the back out parking.

6. Zoning. The parcel where the parking lot is proposed is not currently zoned for commercial development, and the owner would be responsible for obtaining the correct zoning. Accordingly, the final version of the agreement will provide that the agreement is contingent on Jerome Properties successfully obtaining the proper zoning for its proposed project.

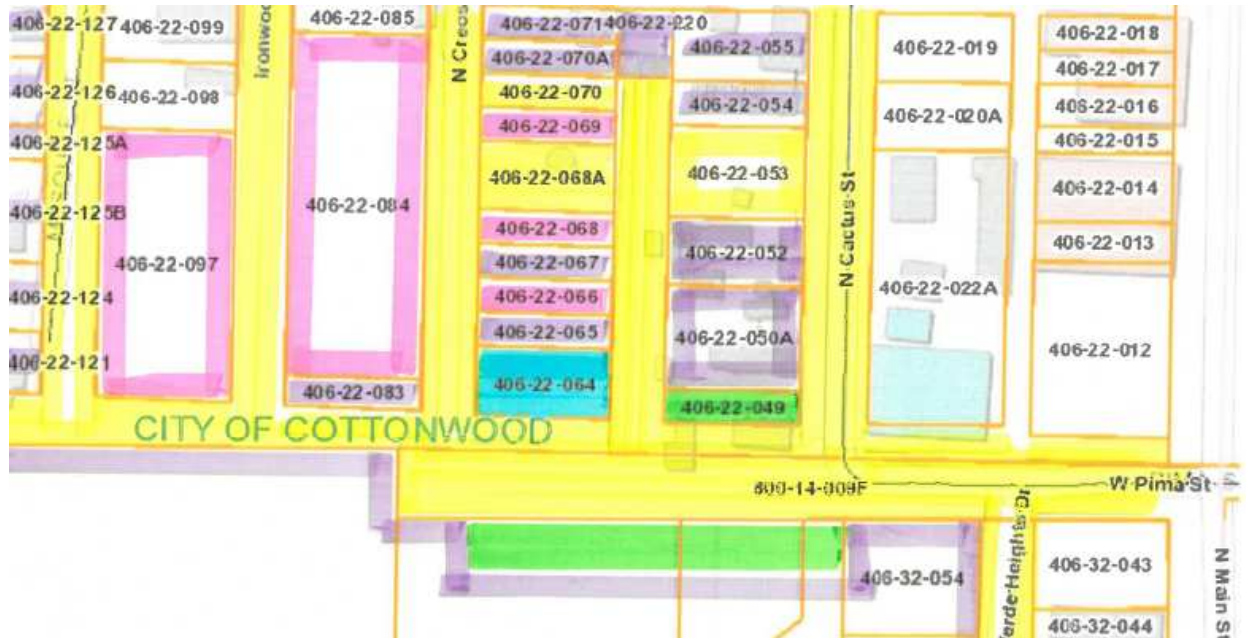
COST/FUNDING SOURCE

There will be no upfront cost with the development of the parking lot. The City will be responsible for the maintenance of the road and the public parking lot after completion, as well as the cost of the pipe for the waterline extension, estimated to be less than \$500.

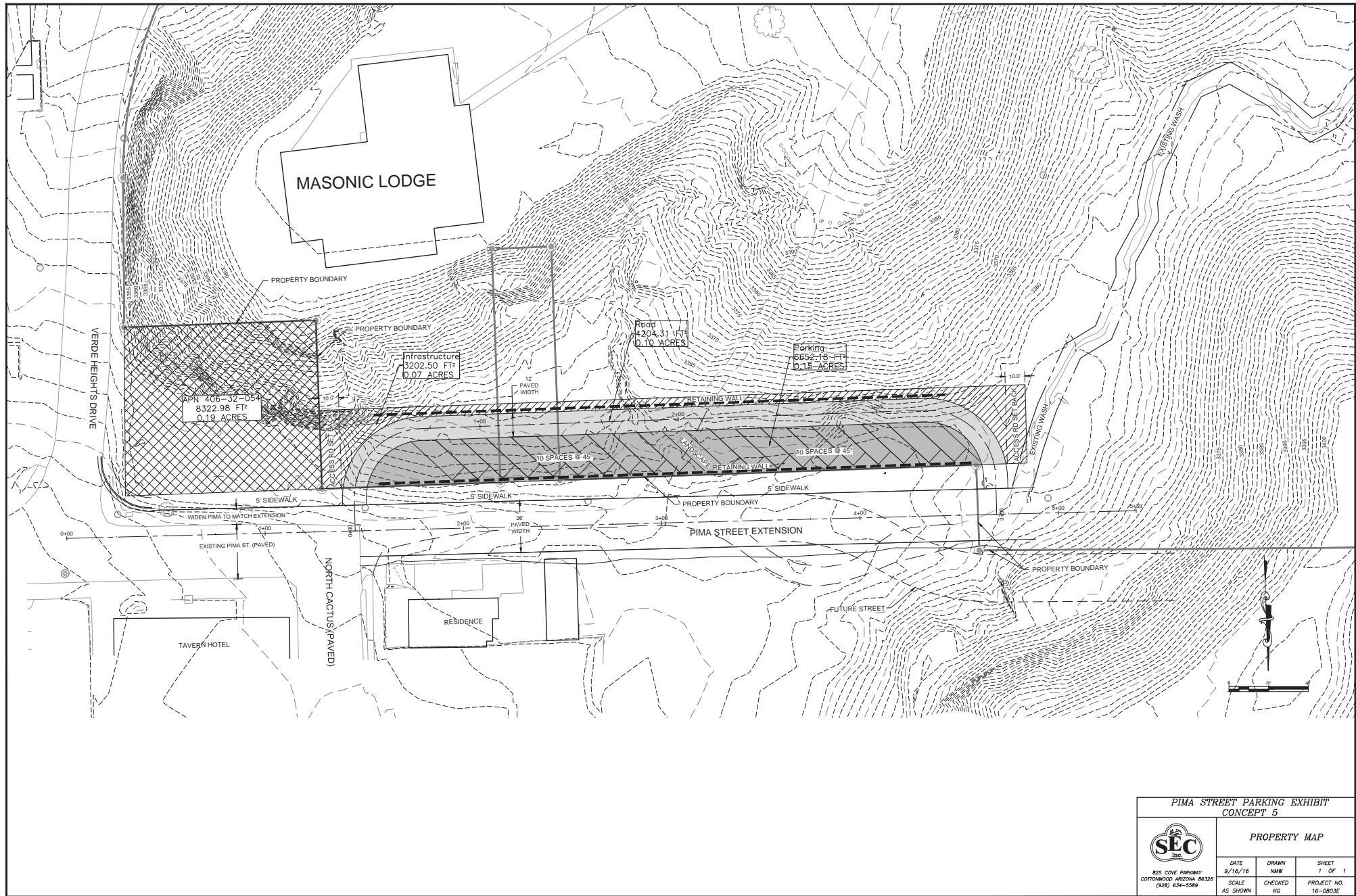
ATTACHMENTS:


File Name	Description	Type
1_Area_map_with_ownership_information.docx	1) Area Map with land ownership	Cover Memo
Plan.pdf	Plan	Cover Memo
4_City_staff_comments_on_conceptual_design.pdf	4 City staff comments	Cover Memo
Pima_Street_Agreement_-_Draft_-_Clean_-_04-27-17.docx	5 Agreement	Cover Memo
6_City_street_standards.pdf	6 City street standards	Cover Memo
7_Pictures_of_Existing_conditions.docx	7 Pictures of existing conditions	Cover Memo

Site Area and Land Ownership



- 1) **Yellow:** City owned
- 2) **Green:** Jurisin owned
- 3) **Blue:** Herb Roscoe owned
- 4) **Pink:** Garrison revocable trust owned
- 5) **Purple:** privately owned by others



PIMA STREET PARKING EXHIBIT CONCEPT 5			
			
PROPERTY MAP			
DATE 9/16/16	DRAWN NMW	SHEET 1 OF 1	
SCALE AS SHOWN	CHECKED KG	PROJECT NO. 16-0803E	



VIA EMAIL

March 23, 2017

Bob Backus
385 Airpark Road
Cottonwood, AZ 86326

Re: CRB # 17-013 Pima Street Parking

Dear Mr. Backus,

Thank you for attending the March 21st Code Review Meeting, we look forward to working with you on this project. This project is required to go to the Planning & Zoning Commission and City Council for approval.

Below is a process summary and comments regarding this project.

DEPARTMENT COMMENTS REGARDING SUBMITTAL

Planning – Scott Ellis, sellis@cottonwoodaz.gov (928) 634-5505 x3321

1. **The Code Review comments below apply to the plans as shown during the Code Review meeting. Any changes to the final plan may result in different or additional comments that must be adhered to.**
2. A ten (10) foot landscape buffer is required between the edge of the parking lot/sidewalk on the north side of Pima Street and the adjacent residential property.
3. A six (6) foot screen wall is required to be placed along the property line between the edge of the landscape buffer and the residential property on the north side of Pima Street.
4. The private parking lot on the south side of Pima Street will be required to be rezoned to accommodate the use. The rezone process must be completed and approved by the Planning & Zoning Commission and City Council prior to any work being performed on the site.
5. Both parking lots must have the required number of ADA parking stalls.
6. A landscape plan will be required for the landscape buffer.

Engineering – Robert Winiecke, rwiniecke@cottonwoodaz.gov (928) 634-8033

1. Type “A” barricades per MAG Std Det 130 shall be erected at the end of Pima Street.
2. All lighting shall be compliant with the City’s Dark Skies Ordinance.
3. A parking lot is not an official use for land zoned R-1.
4. Vehicles backing from a parking lot onto City Right of Way is prohibited by City Code.
5. A Drainage Report and Grading Plan shall be prepared for the proposed parking lot and associated Pima Street Extension.
6. Include a bike rack at the corner of Pima and Cactus Streets.
7. All disturbed areas shall be hydroseeded or stabilized.
8. Pima Street to the west of Cactus Street shall be signed as a Dead End Street.
9. Install chokers at the intersection of Pima and Cactus Street and possibly other intersections (Catclaw & Creosote) along this stretch of Pima Street.
10. Traffic control at the intersection of Pima and Cactus Street should be studied with a recommended implementation plan prepared by a licensed Arizona Professional Engineer (i.e. Stop Signs). Proposed signage shall include street name signage. Signage identifying the public parking from the private parking shall be considered.
11. A driveway shall be graded from the end of the fire truck turn around to the private lot north on Creosote Street.
12. A minimum width of 50-feet shall be maintained for the Pima Street Right of Way. This is not indicated on the plan provided.
13. The intersection of Creosote Street should be constructed with curb and gutter, ADA ramps and sidewalk typical of any intersection of City Streets.
14. Access to Catclaw Street needs to be maintained either by a driveway entrance or rolled curb. Consider the installation of a Type “A” barricade per MAG Std Detail 130 behind the proposed sidewalk.
15. There are 3 proposed parking spaces that are shown to fall within the platted right of way for Catclaw Street. This will not be allowed unless the right of way is abandoned.

16. One of the public parking spaces should be accessible per ADA standards. It is recommended that this parking stall be placed at the eastern most edge of the public parking area. This parking stall will require access to the sidewalk via a curb ramp.
17. ADA accessible sidewalk ramps should be constructed at the intersection of Pima and Cactus Streets.
18. Please clearly identify the proposed right of way abandonment desired.
19. Please identify on the plan which portion of the constructed features on Parcel 406-22-049 will be removed that are currently shown encroaching on the right of way.
20. The 6' masonry fence along the north side of Pima Street appears to cross the Catclaw Street right of way. This will not be allowed since Catclaw is a platted street.
21. The existing power poles along the south side of Pima Street between the proposed parking stalls will be highly susceptible to vehicle strikes based upon the proposed parking. Extra protection for these poles will be required.
22. Please include a pavement section on the plans.
23. Any retaining walls 4' or higher shall be designed and sealed by a licensed Arizona Registered Professional Engineer.
24. A significant portion of the proposed private parking lot is within the public right of way. Who will be responsible for the maintenance?
25. A thickened edge shall be provided for the asphalt pavement section at the end of the firetruck turn around per MAG Std Detail 201.
26. If the parking is allowed to back into the street we will need a non-vehicular access easement granted from the Maynard/Stubner parcel so access is never taken from Pima and this never becomes a busy street.
27. The placement of vertical curb and gutter across the end of Pima and Creosote Streets should be eliminated. This should be replaced with a ribbon curb or thickened edge asphalt pavement per MAG Standards.
28. The current City standard for sidewalk width is 5-feet. The City Council has expressed the desire to have sidewalk in the right of way be installed at 6-feet in width. Please consider constructing 6-foot wide sidewalks as part of this project.

Utilities – Mike Traynor, mtraynor@cottonwoodaz.gov (928) 634-0186

1. Please contact for comments.

Fire Department- Rick Contreras, rcontreras@cottonwoodaz.gov (928) 634-2741

All plans and designs shall fully comply with the 2012 International Fire code and the 2009 International Building code and per the Cottonwood Fire Departments Conditions.

1. The Fire apparatus turn around lane shall be painted red with 4" hatched striping with 6" letters stating "No Parking Fire Lane" painted on the asphalt. One red retro reflective Fire Lane sign stating "No parking by order of the Fire Marshal is also required for Fire apparatus turn around location.
2. Fire lanes shall be provided and shall be maintained to be a minimum of 20' wide and have a vertical clearance of 13'6".
3. Fire Hydrants shall be available and clear of all debris and materials at all times in accordance to fire code requirements.
4. Address shall be posted plainly visible from the street frontage in not less than 6" tall numerals. Address shall be similarly posted on monument signage {if applicable}. Coordinate addressing with the Cottonwood Fire and Medical Department.
5. If there are any questions please feel free to contact the Cottonwood Fire Department 928} 634-2741.
6. **Final determinations, comments and approvals will be provided upon review of the final sets of plans submitted. No Certificate of Occupancy will be signed or issued by the Fire Marshal until all Fire Department conditions and requirements are fully met.**

Building Department- Steve Jackson, sjackson@cottonwoodaz.gov (928) 634-5505 x3317

1. Please contact for comments.

Yavapai County Community Health Services – John Alden, john.alden@yavapai.us (928) 634-6893

1. No comments.

NOTE: All plan submittals shall be through the Community Development Department. All change orders which occur following issuance of a building permit must be approved by City Staff.

Please call if you have any questions.

Sincerely,

Scott Ellis
Planner

**AGREEMENT
BETWEEN
THE CITY OF COTTONWOOD AND
JEROME PROPERTIES, L.L.C.**

THIS AGREEMENT (this "Agreement") is entered into as of _____, 2017, between the City of Cottonwood, an Arizona municipal corporation (the "City"), and Jerome Properties, L.L.C., an Arizona limited liability company ("Jerome") The City, and Jerome are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City owns the right-of-way commonly known as Pima Street, between Cactus Street and the Creosote Street right-of-way, which is an undeveloped dirt road and currently is not used to serve any developed properties. Although some properties may develop into residential usage it is unlikely due to terrain obstacles that Pima Street will extend west of the Creosote Street right-of-way to become a through street.

B. The City's current Pima Street right-of-way is significantly wider than the City standard width for a local street of 40 to 45 feet required by the City's subdivision ordinance.

C. The City has determined there is a need for additional improved parking spaces in the old town area and that such additional parking would provide a substantial public benefit to the City.

D. A portion of the Pima Street right-of-way along the south side thereof exceeds the width of a local street and is not necessary for public use as a roadway. This parcel is described on Exhibit "A" hereto. ("the Unnecessary Right-of-Way")

E. Jerome is the owner of real property as described on Exhibit "B", which abuts the Pima Street right-of-way and specifically the Unnecessary Right-of-Way.

F. The Unnecessary Right-of-Way is less than the entire width of the Pima Street right-of-way.

G. The City desires to vacate the Unnecessary Right-of-Way to Jerome pursuant to A.R.S. §§28-7202, 28-7205.2 and §28-7208.

H. Jerome is willing, at its cost, to improve the Pima Street right-of-way owned by the City and construct public parking spaces on the north side of Pima Street within the Pima Street right-of-way on the terms set forth herein, which provides a substantial public benefit to the City.

I. Jerome desires to construct a private parking lot on the Jerome Property on the south side of Pima Street including the Unnecessary Right-of-way and is willing to construct 12 to 15 public parking spaces on the north side of Pima Street within the Pima Street right-of-way and to improve the entire width of Pima Street as set forth in the Project Plans in exchange for

the City vacating the Unnecessary Right-of-way and being granted the ability to construct a private parking lot as set forth in the Project Plans in which cars would back into Pima Street.

J. Jerome will develop, at Jerome's expense, engineering plans for the construction of the parking lot on Jerome's property, (including the Unnecessary Right-of-Way) and for the improvement of Pima Street, including the public parking spaces within the north side of the Pima Street right-of-way ("the Project Plans") for said Project. ("the Project")

K. The City has considered the value of the Unnecessary Right-of-Way to be abandoned, having given due consideration to the marketability of said parcel and has considered the substantial value of the improvements to be provided to the City at Jerome's expense as set forth in this Agreement and has determined the value of the public benefit received by the City is commensurate with and in fact, exceeds the value of the Unnecessary Right-of-Way proposed to be abandoned.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. City Obligations.

- 1.1 City will vacate the Unnecessary Right-of-Way as described in Exhibit "A" along the entire frontage of the abutting Jerome Property.
- 1.2 City will allow both the public and the private, the parking lots to be constructed in a manner which would allow vehicles to back into Pima Street.
- 1.3 City will maintain all improvements in the City right-of-way including the public parking spaces to be constructed on the north side of Pima Street within its right-of-way.
- 1.4 City will provide water for irrigation on the north side of Pima Street (for the publicly maintained landscaping) in perpetuity. This water shall not be used for any use other than watering the landscaping within the extents of this project.
- 1.5 City will waive any permitting fees associated with the parking lot project.
- 1.6 The City will pay for the costs of the materials to install two (2) 2 inch water lines from Cactus Street to the west side of the Catclaw right-of-way.

2. Jerome Obligations.

- 2.1 Submit for the City's approval consistent with this Agreement, an Application for C-1 zoning for the use of the Jerome Property including the Unnecessary Right-of-Way as a private parking lot.
- 2.2 Detain storm water drainage in excess of the requirements of ordinance 172 for the parking on private property.

- 2.3 Grant a Public Utilities Easement (PUE) over the portion of right-of-way to be abandoned which PUE is described on Exhibit A.
- 2.4 Provide all legal descriptions for right-of-way and PUEs, etc.
- 2.5 Provide the design, construction costs and construction administration of all proposed facilities as described in the Project Plans.
- 2.6 Construct all improvements as specified in the Project Plans at no cost to the City.
- 2.7 Maintain all improvements on private property including landscaping and cover all future fees and ongoing costs associated with the improvements (ie: electrical power, etc.).
- 2.8 Construct 12 to 15 public parking spaces on the north side of Pima Street as specified in the Project Plans. Final design to be approved by City staff.
- 2.9 All lighting, both street lighting and wall lighting shall be dark sky compliant.
- 2.10 Install/locate property pins on all corners of the project to verify that the project is within the legal boundaries of the project.
- 2.11 Install a gate with privacy slats across the right-of-way known as Catclaw Street to provide access to the right-of-way for utility companies and privacy for property owners.
- 2.12 Install signage on Pima Street near Cactus indicating “not a through Street” or “dead end” street.
- 2.13 Install a 3-4 foot tall screen wall and landscape buffer up to 10 feet in width within the Pima Street right-of-way between the edge of hardscape and the private property to the north.
- 2.14 Final Project Plans are subject to approval by City staff and Jerome.
- 2.15 Change Orders. Change orders required by Jerome shall be the responsibility of Jerome.
- 2.16 Grant the City a portion of right-of-way near the end of Pima Street approximately 25 feet wide and 30 feet long. The Legal Description is attached in Exhibit E
- 2.17 Acquire and dedicate a public drainage easement from the parcel known as 406-32-023A for use as a regional detention area.
- 2.18 Install light shielding to prevent light from spreading onto residential properties. All lighting, both street lighting and wall lighting shall be dark sky compliant.
- 2.19 Install a bike rack on Pima Street somewhere between Cactus and Verde Heights Drive.
- 2.20 Install a 2 inch water main from Cactus Street to the west right-of-way line of Catclaw street (City to pay for materials).

4. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:

City of Cottonwood
824 North Main Street
Cottonwood, Arizona 86326
Attn: Doug Bartosh, City Manager

With a copy to: City of Cottonwood
824 N. Main Street
Cottonwood, Arizona 86326
Attn: Steven B. Horton, City Attorney

If to the Owner: Jerome Properties, L.L.C.
P.O. Box 896
Jerome, Arizona 86331
Attn: Eric Jurisin and Michelle Jurisin

With a copy to: H. Rudy C. Stadelman, Esq.
723 Cove Parkway, Suite A
Cottonwood, Arizona 86326

or at such other address, and to the attention of such other person or officer as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Owner of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6. Attorneys' Fees. In the event either Party finds it necessary to bring any action at law or other proceeding against the other Party to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or default hereunder, the Party prevailing in such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the other Party and, in the event any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included therein, such fees to be set by the court and not by jury.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

8. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

9. Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. Time is of the Essence. Time is of the essence in this Agreement.

11. Assignment. This Agreement may be assigned, in whole or in part, by the Owner only upon the prior written approval of the City, as evidenced by the City Manager's signature thereon, which approval shall not be unreasonably withheld by the City.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

13. Amendment. No amendment or waiver of any provision in this Agreement will be binding (i) on the City unless and until it has been approved by the City Council and has become effective or (ii) on the Owner unless and until it has been executed by an authorized representative.

14. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

15. Severability. Each provision of this Agreement is deemed to be valid and will be enforced to the extent permitted by law. However, if any provision in this Agreement (or the application of the same) is, to any extent, found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (or the application of that provision to circumstances other than those to which it is found to be invalid or unenforceable) will not be affected by that judicial determination of invalidity or unenforceability, if the remaining provisions permit the Parties to achieve the practical and proportional benefits and obligations contemplated by this Agreement. If that is not the case, the Parties agree to negotiate in good faith for such amendments to this Agreement as may be necessary to achieve the full intent of those mutual benefits and obligations herein contemplated.

16. Covenant of Good Faith. In exercising their rights and in performing their obligations pursuant to this Agreement, the Parties will cooperate with one another in good faith to ensure the intent of this Agreement can be attained.

17. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF COTTONWOOD,
an Arizona municipal corporation

Doug Bartosh, City Manager

ATTEST:

Marianne Jiménez, City Clerk

APPROVED AS TO FORM:

Steven B. Horton, City Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On _____, 2017, before me personally appeared Doug Bartosh, the City Manager of the CITY OF COTTONWOOD, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Cottonwood.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Owner”

JEROME PROPERTIES, L.L.C.,
an Arizona limited liability company

By: _____
Eric Jurisin, Member

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On _____, 2017, before me personally appeared Eric Jurisin, the Member of JEROME PROPERTIES, L.L.C., an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the limited liability company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Owner”

JEROME PROPERTIES, L.L.C.,
an Arizona limited liability company

By: _____
Michelle Jurisin, Member

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On _____, 2017, before me personally appeared Michelle Jurisin, the Member of JEROME PROPERTIES, L.L.C., an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who she claims to be, and acknowledged that she signed the above document on behalf of the limited liability company.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

List of Exhibits:

A: Legal Description of right-of-way to be abandoned and of the Public Utility Easement (PUE) to be dedicated

B: Legal Description of Jerome Property

C: Conceptual Plans

D: City Staff Comments on Conceptual Plans, 3-23-17

EXHIBIT A

**LEGAL DESCRIPTIONS OF RIGHT-OF-WAY
AND
PUBLIC UTILITY EASEMENTS (PUE)**

DRAFT

EXHIBIT B

LEGAL DESCRIPTION OF JEROME PROPERTY

DRAFT

EXHIBIT C
CONCEPTUAL PLANS

DRAFT

EXHIBIT D

CITY STAFF COMMENTS ON CONCEPTUAL PLANS, 3-23-17

DRAFT

EXHIBIT E

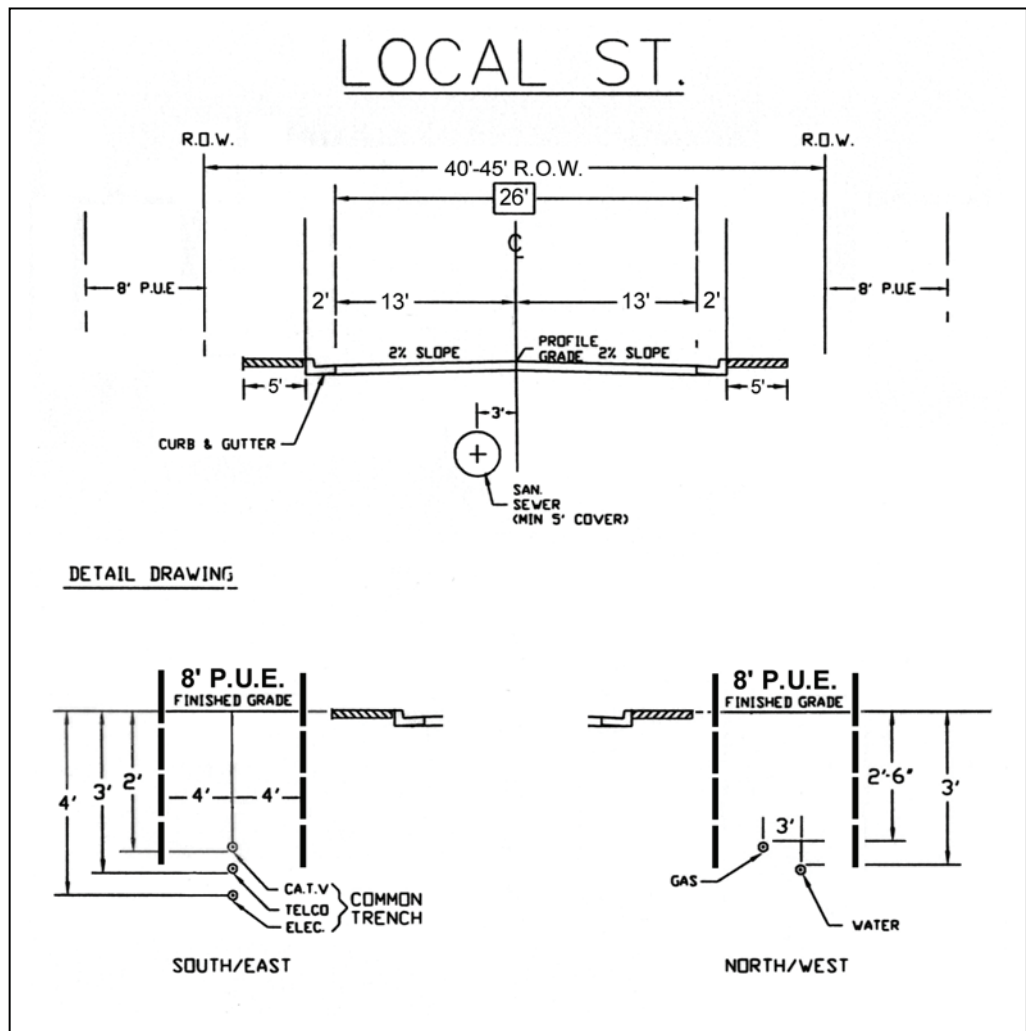
RIGHT-OF-WAY TO BE DEDICATED TO THE CITY

DRAFT

Works standards, specifications and details, any adopted transportation plan, General Plan of the City or specific area community plan affecting said street locations. Street design profiles shall conform to all related provisions of the Subdivision Design Standards and to the cross-section examples provided with this section. In addition to curbing and surfacing requirements, all City streets shall include sidewalks. Minimum right-of-way width shall be adjusted to meet these standards as necessary. Any street lighting shall be fully shielded in conformance with the City's Outdoor lighting ordinance.

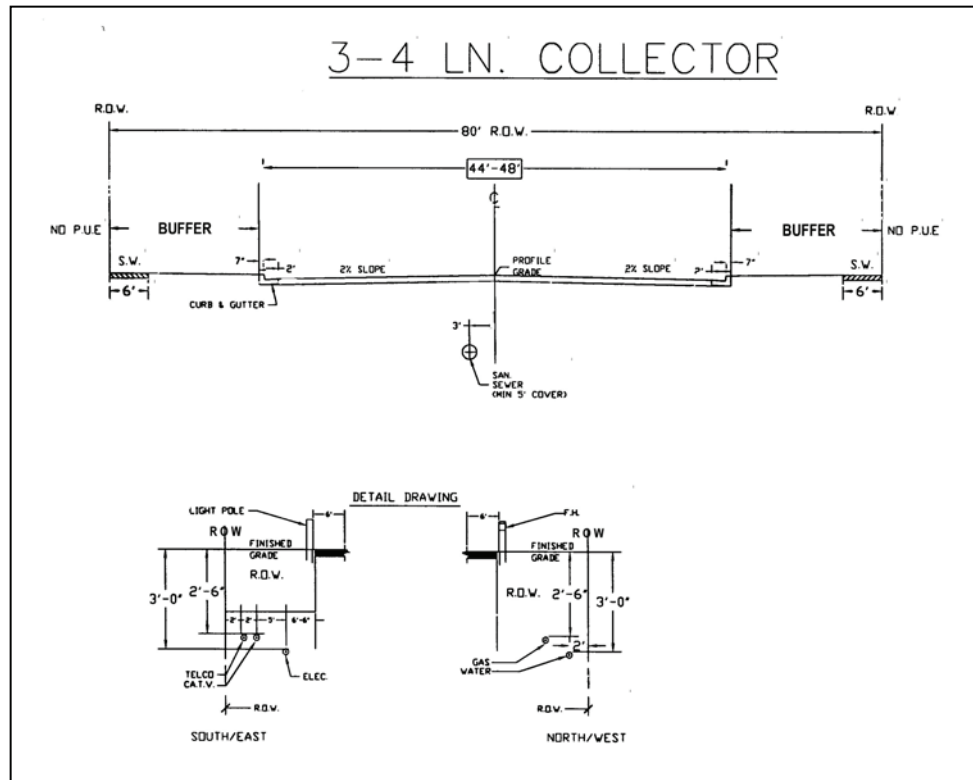
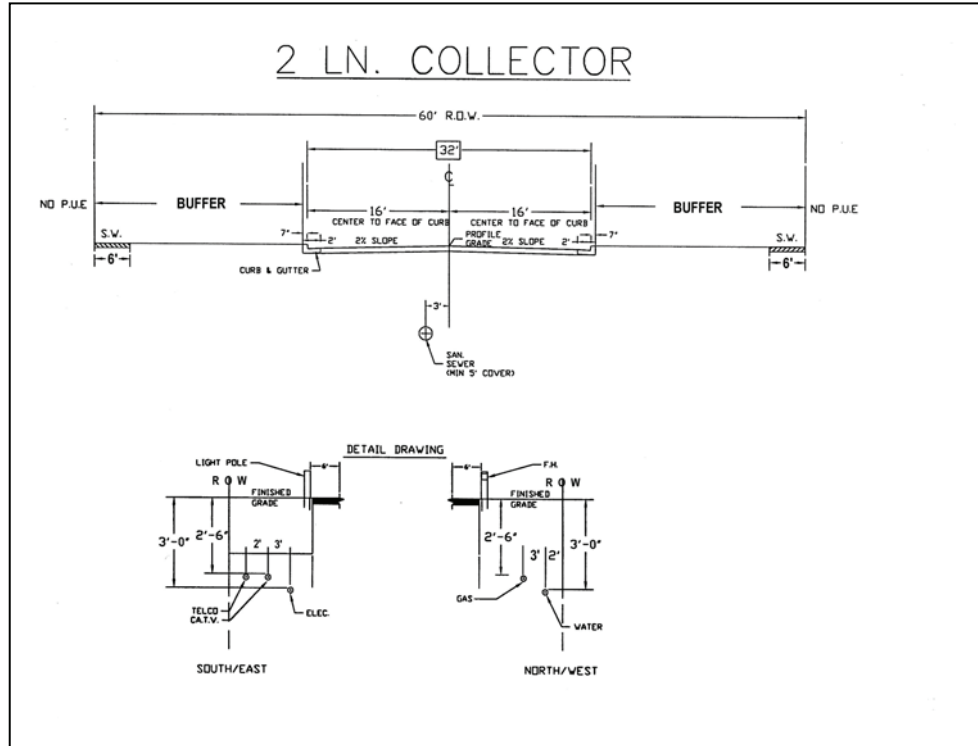
A. Local Streets

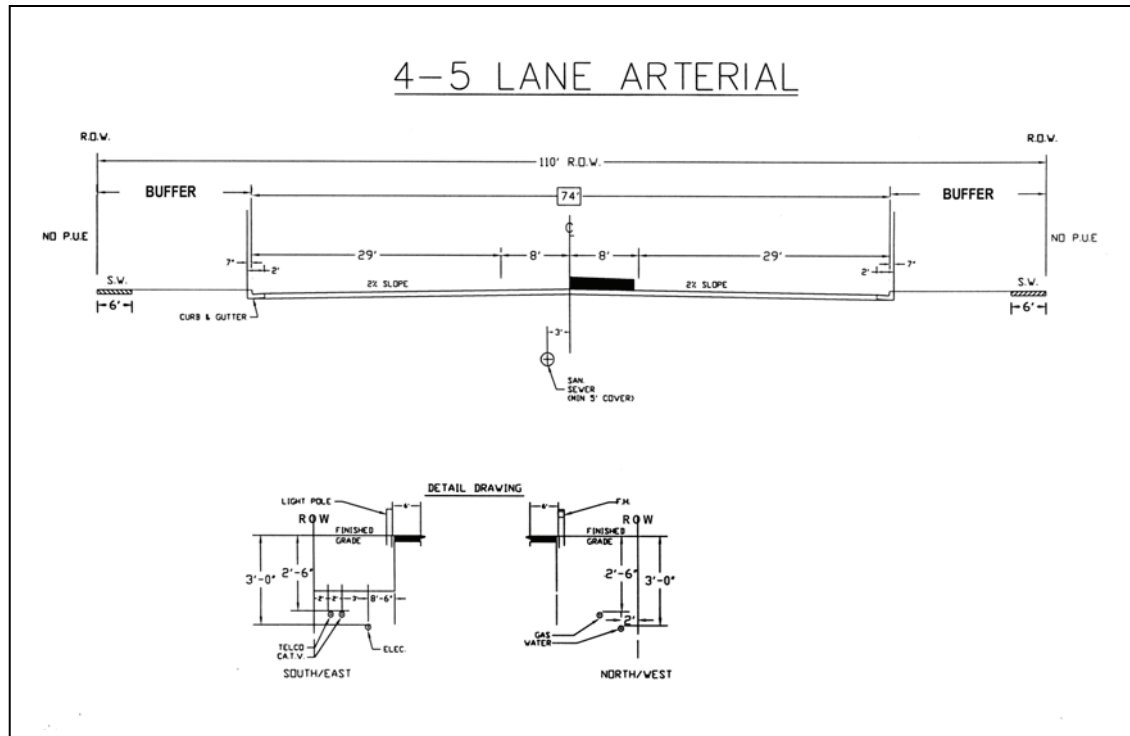
Local residential streets shall feature a right-of way width of 40-45 feet (to be adjusted as necessary); and an 8 foot wide Public Utilities Easement on each side of the right-of-way (unless alleys are provided at the rear for this purpose). The road section features rolled or vertical curbs. Road surface shall be developed to a width of 30' measured from the back of curb to back of curb. Sidewalks will be attached to the curb and developed at a width of five (5) feet. Curb return radii shall not exceed 15 feet. Water and gas lines will be placed in the Public Utility Easement on the north or west sides of streets. Sewer will be placed under the street. All other utilities will be placed within the Public Utilities Easement on the South and East sides of the street.



B. Collectors and Arterials

No parking is allowed on arterials or collector streets. All utilities will be placed underground within the right of way.





- 602.02 **Traffic Continuity:** The arrangement of streets shall provide continuation or appropriate projection of existing streets in surrounding areas, as indicated by the General Plan, its specific area plans or the City Traffic Plan. All center lines shall be continuations of the center lines of existing streets and highways in contiguous areas. In cases where straight continuations are not physically possible, such center lines may be continued by curves.
- 602.03 **Street Classification System:** Each subdivision design shall provide for adequate traffic circulation that incorporates the adopted City street functional classification system as described by the General Plan to handle the projected traffic volumes on the streets.
- 602.04 **Rights-of-Way:** The minimum width of right-of-way, measured from lot line to lot line, shall be as prescribed by the City Engineer, any approved transportation plan, the General Plan, specific area plan and these regulations. Proposed streets shall extend or project existing streets.
- 602.05 **Construction and Surfacing:** All streets and highways shall be constructed and surfaced to meet specifications approved by the City Council as recommended by the City Engineer and as may be established by resolution. The subdivider shall improve the extension of all subdivision streets and other public ways to the intercepting City street or state highway.
- 602.06 **Drainage Structures:** Structures or culverts shall be installed as deemed necessary by the City Engineer for drainage, access and public safety. Such structures and culverts are to be placed to grades and be of design and size approved or authorized by the City Engineer. Adequate drainage of the subdivision streets shall be provided by means of said structures or culverts, channels and by other approved methods, in accordance with the Public Works standards adopted by the City Engineer and City Council.

Pictures of Existing Conditions



Image 1: Aerial image of area with project area outlined in red



Image 2: Pima Street near Verde Heights looking west toward project location



Image 3: Picture taken from the old Masonic Lodge looking north and west toward project location



Image 4: picture taken from northwest of project looking southeast

City of Cottonwood, Arizona
City Council Agenda Communication

☐ Print

Meeting Date:	May 2, 2017
Subject:	Resolution Number 2888--Reappointing Presiding City Magistrate A. Douglas LaSota to a new two-year term expiring April 13, 2019.
Department:	City Clerk
From:	Steve Horton, City Attorney

REQUESTED ACTION

Discussion, consideration, and possible legal action to reappoint Presiding City Magistrate A. Douglas LaSota to a new two-year term expiring on April 13, 2019.

SUGGESTED MOTION

If the Council desires to approve this item the suggested motion is:

"I move to approve Resolution Number 2888, re-appointing Presiding City Magistrate A. Douglas LaSota to a new two-year term expiring April 13, 2019."

(In the Council's discretion, additional legal action related to Judge LaSota's salary and certain other terms and conditions of his employment may be proposed, discussed, considered and adopted as part of this item.)

BACKGROUND

Presiding Magistrate A. Douglas LaSota's term expired on April 13, 2017. It is therefore necessary to consider reappointing him to another term.

JUSTIFICATION/BENEFITS/ISSUES

By statute and City Code, the Presiding Magistrate oversees, manages and administers the Cottonwood Municipal Court as both a semi-autonomous division of City government, and a part of the integrated judicial system of the State of Arizona. Judge LaSota has served in this capacity since 2009, and has expressed his interest in continuing to serve.

Under current Arizona Supreme Court precedent governing the employment of presiding magistrates, the minimum term of appointment is two years.

ATTACHMENTS:

File Name	Description	Type
Letter_to_Council_re_4_year_term.docx	Letter from Magistrate	Cover Memo
res2888.doc	Resolution Number 2888	Cover Memo
Progress_report_and_attachments_2017.pdf	Progress Report	Cover Memo
CCE04282017_0000.pdf	Shaw Letter	Cover Memo
Magistrate--LaSota.pdf	Magistrate Contract	Cover Memo

COTTONWOOD MUNICIPAL COURT

Hon. A. Douglas LaSota, Presiding Magistrate

665 East Mingus Avenue

Cottonwood, AZ 86326

Phone: (928) 634-7537

Fax: (928) 634-7864

April 28, 2017

To: Mayor Elinski and City Councilmembers

Re: Request for 4-year term of office

Dear Mayor Elinski and City Councilmembers:

It is respectfully submitted (and requested) that the term of office for the Presiding Magistrate of the Cottonwood Municipal Court should be for a 4-year term of office. Information is set forth below to support this position.

4-Year Term of Office

The policy in the past and present time in Cottonwood regarding the Cottonwood Municipal Court is to have a 2-year term of office for the Presiding Judge position. The Justice of the Peace in Cottonwood serves a 4-year term, as do all Superior Court Judges in Yavapai County. Municipal Court Judges throughout the state now receive 4-year terms. Terms of office help insulate the judicial system from political decisions or influences which are prohibited under the Arizona Constitution under the Separation of Powers provisions under Article III, as the Judicial Branch is a separate branch of government.

As long ago as 1985, the Arizona Supreme Court decided Winter v. Coor, 144 Ariz. 56, 695 P. 2d 1094 (1985). It required that, at a minimum, there must be at least a two-year term from which a judge may not be removed for cause. Then, in 1994, the Arizona Supreme Court rendered its decision in Jett v. City of Tucson, 180 Ariz. 115, 882 P. 2d 426 (1994).

Jett reiterated that a magistrate could be removed at any time for cause after a due process hearing. In conjunction with that finding, Jett stated that:

"Specifically, in Winter v. Coor, 144 Ariz. 56, 695 P.2d 1094 (1985) we reviewed the constitutionality of town codes that authorized their town councils to remove magistrates from office at will. After determining that magistrates are part of the integrated judicial department of this state, we noted that "judicial independence requires that magistrates be insulated from arbitrary removal without cause." Winter, 144 Ariz. at 59, 64, 695 P.2d at 1097, 1102. We therefore held that those provisions in the town codes that permitted the removal of city magistrates at will violated the separation of powers doctrine enunciated in article 3 of the Arizona Constitution. We went on to state, however, that "a magistrate may still be removed at any time for cause after a due process hearing." Winter, 144 Ariz. at 64, 695 P.2d at 1102."

The Arizona Supreme Court in Jett then went on to observe:

“Rather than mandating a strict separation between the branches of government, the separation of powers doctrine protects each branch against overreaching by the others. [Prentiss, 163 Ariz. at 84-85, 786 P.2d at 935-36](#). As our opinion in [Winter](#) recognized, when magistrates may be removed at will, they become particularly susceptible to political pressure by local councils. Such potential for political pressure impermissibly threatens the judicial independence of magistrates and, consequently, violates the separation of powers doctrine. On the other hand, when magistrates may be removed only for cause after a due process hearing, their judicial independence is adequately safeguarded.”

Jett went on to state as follows:

“Although we continue to acknowledge “the necessity of maintaining magistrate courts as fair, independent, and impartial tribunals,” [Winter, 144 Ariz. at 61, 695 P.2d at 1099](#), our holding today in no way undermines that goal. To the contrary, as long as magistrates are appointed for a term long enough to insulate them from pressure^[6] and are removable only for cause after a due process hearing, their judicial independence is adequately protected. Moreover, citizens are provided with greater protection against judicial misconduct. If one branch of government is not responsive to their concerns, then citizens can turn to another branch for assistance.”

Footnote 6 reads as follows:

“^[6] Under contemporary standards, a 4-year term seems appropriate. See Ariz. Const. art. 6, § 12 (4-year terms for superior court judges); A.R.S. § 22-102 (4-year terms for justices of the peace); Phoenix City Charter, ch. 8, § 3(a) (4-year terms for Phoenix city judges); Tucson City Charter, ch. 5, § 4.1 (4-year terms for Tucson city magistrates)(boldness added).”

The Arizona Supreme Court Administrative Office of the Courts has stated in its Municipal Court Governance Roles and Responsibilities (3/30/2017), which reiterates the Municipal Court Q & A (3/25/09), that:

“Appointment and reappointment of municipal judges.

The [Winter](#) case requires appointment to at least a two-year term from which a judge may not be removed without cause. [Jett v. City of Tucson](#) suggests “Under contemporary standards, a 4-year term seems appropriate.”¹ Additionally, a change in the number of judges may not affect removal of a judge during the judge’s term.² ... ”

¹ Id. 180 Ariz. 115, 125 n.6, 882 P.2d 426, 436 n.6 (1994)

²See also [A.R.S. Const. Art. 6 § 33](#)

The Municipal Court Governance Roles and Responsibilities (3/30/2017) also states, regarding re-appointment reviews, that:

“Of course, the review must be performed in a manner that does not interfere with performance of the judge's duties and carefully avoid criteria for non-renewal that conflict with federal or state law, court rules, the impartiality of the court, or any other ethical obligation of the judge. Municipalities may use the results of audits and reviews conducted by the city or town and any review conducted by the judiciary.”

Therefore, it is respectfully requested that the Presiding Judge position serve a 4-Year term. This would comply with the Arizona Supreme Court language in Jett and would help assure a true Separation of Powers as required by the Arizona Constitution and protect our system of justice from political desires or decisions which could damage the Judicial branch of government and its important duties. **This request is not meant as an adverse or negative reflection on the current Mayor and Council.** Future elections can cause results which cause issues in this area. Thus, the need for protection of judicial independence and separation of powers exists and a 4-year term helps provide such protection from any future attempts to undermine these important legal and Constitutional protections critical to our democracy.

I look forward to serving the City of Cottonwood for many years to come. I truly enjoy serving in my position as Presiding Magistrate and will always strive to keep the Court functioning at the highest level of justice possible.

Respectfully submitted,

/S/

Hon. A. Douglas LaSota
Presiding Magistrate

RESOLUTION NUMBER 2888

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, ARIZONA, APPOINTING A. DOUGLAS LASOTA AS CITY MAGISTRATE AND ESTABLISHING HIS TERM OF OFFICE.

WHEREAS, Section 2.36.010 of the Municipal Code provides for the appointment of a Presiding Magistrate for the Cottonwood Municipal Court by the Cottonwood City Council; and

WHEREAS, that Section also provides that the Presiding Magistrate shall serve for a term of two years, with the beginning and end of the term to be specified at the time of appointment; and

WHEREAS, the term of A. Douglas LaSota as Presiding Magistrate of the Cottonwood Municipal Court expired on April 13, 2017; and

WHEREAS, the Cottonwood City Council has elected to re-appoint Judge LaSota to another two-year term; and

WHEREAS, the Presiding Magistrate and the City Council have successfully conferred for the purposes of establishing the compensation and other terms and conditions of the Magistrate's appointment for the new, two-year term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

THAT, A. Douglas LaSota, is hereby appointed as the Presiding Officer of the Cottonwood Municipal Court for a two-year term ending April 13, 2019.

PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS 2ND DAY OF MAY 2017.

RESOLUTION NUMBER 2888

Page 2

Tim Elinski, Mayor

APPROVED AS TO FORM:

ATTEST:

Steven B. Horton, Esq.
City Attorney

Marianne Jiménez, City Clerk

**Hon. A. Douglas LaSota
Presiding Magistrate
Cottonwood Municipal Court
665 E. Mingus Ave.
Cottonwood, AZ 86326
928-634-7537**

YEARLY PROGRESS REPORT

April 6, 2017

(Judge's 8 Year Anniversary is on April 13, 2017)

It has been an honor and privilege for me to have been appointed to serve and to be re-appointed three times as the Presiding Magistrate for the City of Cottonwood Municipal Court. Since I first started here eight years ago, there have been many positive changes and improvements within the Court itself. The past four years, I have been providing monthly updates to the Mayor and City Council.

I would like to take the opportunity to briefly highlight some of the major accomplishments of the past 8 years:

- Establishment of Court Coordinating Committee
- New Court Building- 2010
- Establishment of Deferred Prosecution Program
- Establishment of Early Disposition Court
- Brought in New Experienced Staff and Court Administrator
- All Staff Now Associate Magistrates/Hearing Officers
 - Has saved tens of thousands of dollars
- Community Service Regularly Imposed on Deferred Prosecution Cases
- Detailed Website Established (Content/ layout done by Judge LaSota and Technical aspects by City Staff)
- Court Enhancement Fund: Re-established/Updated Fee
 - Over \$100,000 Saved for Future Court Projects At No Cost to City
- Worked With PD to Establish E-Citation Program (Increases Productivity)
- Established On-line Payment Program (No Cost)
- Established Language Access Plan
- Hosting Regional Training Programs (Saves the City money for travel expenses)
- Suggested New Contract System for Court-appointed Attorney Cases and Worked With City Attorney to Establish (Saves the City Money)
- Judge LaSota Educates Defendants as Appropriate:
 - GED Options for High School Drop-outs
 - Warnings of Consequences of Subsequent DUIs

- **Warning Medical MJ or Prescription Meds in System Can Constitute DUI**
- **Warns Minors in Possession or Consumption of Alcohol Cases of License Suspension and Consequences of Driving After Consuming**
- **Warnings of Severe Consequences if Speeding Causes Death or Injury/Encourage Safe Driving Speeds**
- **Advise Defendants of Availability and Location of DES and Goodwill Employment Offices/other options for employment**
- **Upheld Collections Per Case During Recession and Aftermath Even Though Short-staffed the Past 8 years**
- **Obtained Grants to Pay for Experienced Assistance on Essential Projects on Temporary Basis**
- **Obtained Free Computer from AOC for Digitalizing**
- **In process of Eventually Going to All Digitalized Paperless Files**
- **Most Court Staff Has Now Been Here 7- 7 1/2 years**
- **All Court Staff Very Experienced and Well-trained**
- **Extensive Informative Reading of Rights at Initial Appearances/Arraignments- helps defendants understand rights and Processes of court system**
- **Speedy Trial Rules/Procedures Developed and Complied With**
- **Number of Outstanding Warrants Greatly Reduced**
- **Fixed Reporting Issues on Thousands of Cases Mishandled by Prior Regime/Staff**
- **Found/Used Grant Money to Cover Part-time Staffer for Over 2 Years**
- **DUI Offenders Ordered to MATForce or Victim Impact Program**
- **Multipurpose Room/Second Courtroom Completed and Used for Conferences and Trainings. May be used as a second courtroom in the future if needed.**
- **Sharing of Courtroom With Administrative Hearing Officer**
- **All Release Conditions on All Cases Order Defendants Not to Possess or Consume Bath Salts, Glass Cleaner or Any Similar Substance**
- **Compliance with City Ordinances and State Laws**
- **Collection of Fines and Compliance with Court Orders is a High Priority**
- **Hundreds of Weddings Performed for Free as Public Service**
- **Many Warrants Handled, Including Many Handled After Hours by Judge LaSota**
- **Establishment of Homeless and Mental Health Court at No Cost to City**
- **Excellent results in a short period of time**

I have successfully completed the Arizona Court Supervisor Program, the Arizona Court Manager Program and the Arizona Court Executive Program. I am the only person to have ever completed all 3 programs. I also completed the National Center for State Courts Certified Court Manager Program and the National Center for State Courts Certified Court Executive Program. I am now nationally-certified as a **Certified Court Manager** and as a **Certified Court Executive** by the **National Center for State Courts**. Janie Randall has also completed the same programs with the exception of the Arizona Court Supervisor Program and is also a

Certified Court Manager and a Certified Court Executive as well. The Cottonwood Municipal Court is one of the few courts in Arizona with a Presiding Judge and a Court Administrator who are both Certified Court Executives and Certified Court Managers.

Janie Randall, Lynn Riordan and Anna Kirton have all previously been appointed and are currently serving as Associate Magistrates. Ricci Vergara was previously appointed and is serving as a Civil Traffic Hearing Officer. This helps save the City thousands of dollars every year for Judge Pro Tem costs. Prior to my arrival, Pro Tem costs were high. Since then, Judge Pro Tem/Associate Magistrate costs for outsiders are as follows:

This is based on figures provided by the Finance Department (by Fiscal Year):

2008	\$9887.47
2009	3928.76 (almost all of this amount was prior to my start date in April, 2009)
2010	934.23
2011	1177.18
2012	941.93
2013	5239.30
2014	4278.93 (2014 and 2015 were primarily due to over 60 days of training in Phoenix by Judge LaSota for the programs listed above and mandatory Judicial Conferences. The cost reflects only about 24 days of Pro Tems were paid for while the other 36+ days were covered for free by Court Staff acting as Associate Magistrates who covered these days plus vacation and sick leave days Judge LaSota was out)
2015	292.05 – Travel and Meals only
2016	0
2017	0 (FY 2017 should remain at \$0, barring any emergency)

Outside Pro Tems are paid at \$50 per hour, and Judge Pro Tem Paul Julien receives just travel costs. The city does get charged a mandatory proportional cost of the weekend judges for Yavapai County who handle defendants in custody- this averages \$4-500 total for every three month period.

The deferred prosecution has many benefits and savings. When a defendant successfully completes his deferred prosecution program, the city gets to keep 100% of deferred prosecution fees and the court enhancement fund gets additional amounts for future court enhancement (technology, security, etc.). Defendants do not have to pay a \$20 time payment fee to AOC. We don't have to assess and pay to the state the 83% surcharge or \$20 probation service fee that have to be assessed

with a conviction. Defendants who commit a minor first offense don't have to find it more difficult to get a job because of a conviction. Fewer cases go to trial. When a case goes to trial, there is usually officer overtime costs that are an additional drain on the city finances. If a warrant is later issued, officers spend time looking for those with warrants and spend additional hours taking such defendants to jail and processing them in. The community benefits from deferred prosecution, because in most cases defendants have to do community service for a governmental agency, a non-profit or a church, and defendants who need substance or alcohol abuse counseling or anger management or domestic violence counseling are ordered into such treatment in appropriate cases. So for many reasons, the deferred prosecution program has been very successful.

The Court now has five (full-time) Judicial Officers to serving the public. Internal staff are not paid extra for their judicial duties. The Associate Magistrates/Court staff members are all professional, polite, experienced and interact well with each other, the public, defendants, attorneys, victims, witnesses and victim advocates.

The modern Courthouse has resulted in an efficient and productive atmosphere and continues to serve as a "Beacon of Justice" for the City of Cottonwood. The City should be proud of all of the court staff and with the future of Justice in Cottonwood. This is important to **"Quality of Life"** in our City.

Our long-term court interpreter retired earlier this year. We have found and are training, in conjunction with the Chief Interpreter for Yavapai County Superior Court, **new interpreters**. When I first was appointed, the then-court administrator was using a friend from the Prescott area. The Court was paying \$75 per hour including travel time. I stopped that and started using a local interpreter who we were paying \$55 per hour for, including travel time. Once she retired a few months ago, I found interpreters with dual language (Spanish/English) skills. We did up contracts in coordination with the City and are requiring they receive training (at no cost to the City) from the interpreters with Superior Court. They have been contracted at \$45 per hour with no reimbursement for travel (one is local and another is from Camp Verde). When the new interpreters are not available, we continue the case or use a County interpreter (more per hour but we can get them telephonically usually, saving travel costs). At the end of the process of training, we should be well stocked locally for years to come at a very reasonable price.

The Court gets along great with the Police Department and has a great working relationship with them. Especially significant was when the PD went to hand-held devices to issue citations. PD and the Court worked well together to set this program up with both departments, and work together when there are any issues or

problems with the system. This helps productivity at both PD and the Court. Citations are received very quickly at the Court compared to the extra days it took before. This helps defendants who come to court soon after their citations are issued to ask questions and/or resolve their cases. Commander Makuch has served on the Court Coordinating Committee since I formed the Committee almost 8 years ago. I met early on with Chief Gesell after his appointment and we have been in regular contact regarding mutual issues. The Court and PD, along with the Prosecutor and Court Appointed Attorneys, are working on possible new solutions to the handling of homeless and mentally-ill defendant cases with our new **Homeless and Mental Health Court** (which I established at no cost to the City last spring) and the **Alternative Sentencing Program**. Chief Gesell and I are deeply committed to working together (without violating any Separation of Powers laws or ex-parte rules) on issues in order to try to solve/mitigate whatever criminal justice issues we can in order to provide the best service and outcomes for the community that we can.

The Cottonwood Municipal Court is also a **model of diversity** both in Yavapai County and in Arizona Courts as a whole. My first major hire in 2009 was to hire a Hispanic Court Administrator (Janie Randall). Soon after, I sent her to New Judge Orientation and the Council appointed her (at my request) as an Associate Magistrate. She is the only Hispanic Judge in Yavapai County. I also got the City Council to appoint Lynn Riordan and Anna Kremer (fka Kirton) as Associate Magistrates and to appoint Ricci Vergara as a Civil Traffic Hearing Officer. That puts women in the Court at 80% of the Judicial Officers being women. We are the only Court of this size anywhere in the State of Arizona that does this. Additionally, we have a wide range of ages working in the Court. Ages range from early 40's (initially hired in her 30's) to age 78. My searches for the best employees leave us in the position where we have both the best quality staff AND diversity (and inoculation from EEOC issues). It is indeed the best of both worlds. Judge LaSota is also of Spanish and Ukrainian descent, adding to the diversity of the Court.

Judge LaSota nominated the Verde Valley Sanctuary to receive an award from the Arizona Attorney General's Office in 2016. This nomination was successful, and they were selected to receive the 2016 Arizona Attorney General's Office Distinguished Service Award for Advocacy/Direct Services. Valerie Tapia of the Sanctuary serves on the Court Coordinating Committee as an advocate for victims in the community.

The Mission of the Cottonwood Municipal Court is to foster a positive and productive environment which promotes the efficient and effective administration of justice; insure the independence of the judicial branch; provide timely service and enforcement of Court Orders to the public served by the Court; manage cases in compliance with all legal requirements; and insure the rights of defendants and victims are protected. This Court and Staff will continue to work diligently to accomplish the Mission of the Court.

Last spring, I established the **new Homeless & Mental Health Court**. I did so at **NO COST TO THE CITY**. This is in coordination with the establishment of a new Alternative Sentencing Program (with the prosecutor who has developed extensive terms for his agreements with defendants) for the homeless and those with mental health problems. Mike Shaw, the court appointed attorney who has extensive experience with such individuals, is also an instrumental part of the program. We work with Spectrum, Catholic Charities and others to implement the terms of agreements with defendants (counseling, drug and/or alcohol counseling, and anger management/domestic violence counseling, as deemed appropriate). To date, we have had excellent results. Many defendants who were homeless are now off the streets. Many more are now on needed medications and staying regulated under the watch of Spectrum caseworkers and counselors. For an example, our most famous defendant (we sent info. to council before about his results) graduated from the specialty court in 4-5 months and earned a dismissal of his charges. He is living with Spectrum housing, on needed meds, shaved his head and cleaned up quite well. Substantial funds were found that he was entitled to, a county conservator was appointed by me to monitor his money, and he has reunited with his son who had no idea for years if he was alive or not. Repeat crime is way down among these populations. I set up this program at no set-up cost to the city and brought in lessons learned from the Court Manager and Court Executive Programs previously discussed. There is an elevation in court-appointed attorney fees, but Mr. Shaw keeps it reasonable. His extra fees are offset by the reduction in police time if new offenses were committed and the PD overtime costs associated with dealing with these cases, processing defendants into jail and appearing at court hearings/trials. We are the only city or justice court in Yavapai County with such a program. It is also my understanding we were the only city court in northern Arizona to implement such a program. Thus, the program has worked very well and has an excellent long-term outlook.

What the Mayor and Council may not be aware of is the extent of my work duties outside of normal court duties and hours. I am on call 24/7. I receive many late night and weekend calls from Cottonwood PD for telephonic warrants (i.e., on DUI

cases where the person refuses to give a breath test) and from PANT (on major drug cases). Several major busts over the past few years were because I have been available to issue telephonic warrants. PANT cases involve searches and seizures throughout Yavapai County. Additionally, every judge in Yavapai County is assigned to be available 24/7 for cases from the entire county on a rotating basis (especially for telephonic Orders of Protection and Injunctions Against Harassment) for full weeks 24/7. I receive these assignments by Superior Court 2-3 weeks a year where any police department or law enforcement agency county-wide calls me after-hours and on weekends, and during work hours when other judges are not available. Additionally, our court receives many additional Orders of Protection and Injunctions Against Harassment from residents outside of Cottonwood because Sedona, Clarkdale and Camp Verde only make their courts available on a limited basis so they end up coming here. I was also appointed in 2009 to be a Juvenile Hearing Officer. There is no additional pay for these duties, but the Court is thus able to handle cases involving any Juvenile Court matter (traffic, minor juvenile offenses) that a Juvenile Hearing Officer could handle. Additionally, I spend many hours outside of normal work hours doing research, doing searches for possible new programs, reading materials regarding other courts and their programs and keeping up with the voluminous changes every year from the legislature and AOC (the Supreme Court Administrative Office of the Courts). Being an exempt employee, there is no overtime for all of these additional hours which average over 10 hours a week on top of regular court hours.

Another service by the Court to the community is the **free weddings** we perform here. These are done during court hours at no charge to those getting married. Ethically, we cannot even receive any tips. Since I started here in 2009, we have performed a total of 231 weddings (as of Mid-March, 2017). Of those 231 weddings, I personally officiated in 165 weddings and Associate Magistrates (Janie, Lynn and Anna) have officiated in 66 weddings. The Justice Court will not do weddings during their court hours and only does weddings after hours or on weekends so that the JP can charge to officiate. We always try to accommodate wedding participants during court hours so that they do not have to pay.

Judge LaSota has also recently been selected for induction into the International Buckskin Horse Association Hall of Fame. Also, 2 of his horses (now deceased) were also selected for induction into the same Hall of Fame. Judge LaSota served in many capacities on a volunteer basis over the past 35+ years, and had an excellent show record competing in horse shows throughout the country. He won many World Championship titles in the past, and has now served over 36 years as a horse show judge. He has also judged a National Championship

Futurities show and a World Championship Show for the International Buckskin Horse Association, along with 14 other World or National Championship Shows for other Associations in 5 countries. Formal induction will be in March, 2018 in Milwaukee, Wisconsin.

The near future and more distant future will see many changes. The current operating software used state-wide by courts will be changing from AZTEC to AJACS. That will require extensive training for court staff and the Presiding Magistrate. Once that is accomplished, we will be going to an all-digital system for court documents. We are currently working on pending and future court security improvements. We will be adding several cameras to the interior and exterior of the Courthouse. We will have a tie-in at the 911 Communications Center at PD so that if there is a panic button activation or 911 call from the Court, PD can look at what the cameras are viewing and make a decision if officers are needed immediately and/or if weapons are involved. This will allow for greater safety of court staff and customers, and of police officers. We also need to install concrete pillars at the front of the court to prevent a car from driving into the staff area of the building. Also, we will eventually upgrade the recording system. This will allow video of court proceedings to be kept, and allow internet viewing of proceedings. This will allow for greater transparency of the Court system. All of the security and recording upgrades will be paid for with the **Court Enhancement Fund** which was re-instituted by Judge LaSota within his first year. This fund is paid for by assessments to defendants and kept in a separate fund. Therefore, **no city operating fund money is used to improve the Court** for these projects.

The Arizona Supreme Court and the Administrative Office of the Courts have imposed future security requirements on courts state-wide. This will involve needing to have police or security staff present at certain court sessions. Additionally, the new Arizona Rules of Protective Order Procedure (effective Jan. 1, 2016) requires that: *"(d) Court Security Measures. The court must take reasonable measures to ensure that the parties and any witnesses at the hearing are not subject to harassment or intimidation in the courthouse or on adjoining property. For each hearing, the judicial officer must determine whether there is a need to have a law enforcement officer or a security officer present to help ensure the hearing is orderly or to provide escort for either party (italics added)."* The Court is complying with this Rule. PD has cooperated with providing officers at Order of Protection and Injunction Against Harassment proceedings upon request after this Arizona Supreme Court rule was amended to include the new language. In the future, for other proceedings, we will need to have a police officer or volunteer, or security, to at least wand

defendants/witnesses/parties/observers/attorneys to make sure weapons are not brought into the Courthouse.

As noted by citizens and Councilmembers at recent Council meetings, Cottonwood and its surrounding areas is experiencing good strong population growth. That includes growth in the surrounding areas as well. Construction of houses is occurring and new development(s) are on the near horizon. Even Mayor Elinski, in his MY TURN article in the Verde Valley News on March 23, 2017, acknowledged that: "...we are also the commercial hub for the upper Verde Valley and every policy we set affects our **35,000 community residents** (boldness added) in some way." We not only handle these 35,000 residents who find themselves in court on a criminal case or a traffic ticket, but we also handle many cases involving defendants from other cities and other states. The Court will experience growth in the number of cases as well when the PD gets back to full staff (one is out on medical leave and others are out on FMLA) and as the population increases occur. In the meantime, we have been making do short the 2 frozen positions we have not been allowed to recapture. We obtained grant money for 2-3 fiscal years for a part-timer (we had issues we discovered that arose from the previous staff/judicial regime- proper documentation was not sent to DPS and MVD on thousands of cases before my arrival, and files were not closed on many deceased individuals). That money has run out and the part-timer has retired. It is important to our system of justice in Cottonwood that the Judge and Staff remain in place at full-time positions. In the future we may need to ask for more staff, but the current Judge and staff will handle current levels as long as all remain at full-time levels.

I have attached 9 ATTACHMENTS, all of which are self-explanatory. All of the statistics and evaluations show, I respectfully submit, what an excellent job we are doing of running the Court- both in the courtroom and administratively.

This Court has an open-door policy for the Mayor and City Council members, and the Court would be happy to answer any questions about the operations of the Court (within ethical boundaries). I am always open to constructive criticism in order to receive advice about how to better administer the Court system. Over the past four years, for example, I followed the Council's directive regarding additional training. In fact, I did much more than was asked of me and I became the first person in Arizona to participate in and graduate from the Arizona Office of the Courts-Court Leadership Institute- Arizona Court Supervisor program, Arizona Court Manager Program, and Arizona Court Executive Program. Additionally, I graduated from the National Center for State Courts Certified Court Manager and Certified Court Executive Programs and am now a nationally-

certified Certified Court Manager and nationally-certified Court Executive. I look forward to serving the City of Cottonwood for many more years.

I would respectfully request a 4-year term, which is the term of offices for the overwhelming majority of all Judges/JPs in Arizona, including also the majority of JPs and City Court Magistrates as well. My intention, desire and goal is to remain as Presiding Magistrate until retirement, serving our great City of Cottonwood and the Municipal Court. More positive plans are on the horizon for making the court safer and more productive.

Respectfully submitted this 6th day of April, 2017.

A handwritten signature in cursive script that reads "Hon. A. Douglas LaSota". The signature is written in dark ink and is positioned above the printed name.

Hon. A. Douglas LaSota
Presiding Magistrate

ATTACHMENTS:

**ATTACHMENT A- Case Filings- Five Year Trend- Fiscal Years 2009-2016
& Calendar Years 2012-2016**

(Prepared by AOC-Arizona Office of the Courts)

ATTACHMENT B- Revenue Collected Fiscal Years 2009-2015

(Prepared by AOC-Arizona Office of the Courts)

ATTACHMENT C- Statistics for Fiscal Years 2012 through FY2016

(Prepared by AOC-Arizona Office of the Courts)

ATTACHMENT D- Letter from Arizona Supreme Court/Arizona Office of the Courts

Re: Judge LaSota

**ATTACHMENT E- NATIONAL CENTER FOR STATE COURTS CERTIFIED COURT
MANAGER CERTIFICATE, ARIZONA COURT MANAGER
CERTIFICATE, NATIONAL CENTER FOR STATE COURTS
CERTIFIED COURT EXECUTIVE CERTIFICATE, ARIZONA
COURT EXECUTIVE CERTIFICATE, ARIZONA COURT
SUPERVISOR CERTIFICATE**

ATTACHMENT F- JUDICIAL EVALUATIONS AS HORSE SHOW JUDGE 2015-6

**ATTACHMENT G- APPOINTMENT AS JUVENILE HEARING OFFICER
FOR YAVAPAI COUNTY SUPERIOR COURT (NO EXTRA PAY)**

**ATTACHMENT H- E-MAIL FROM CITY ATTORNEY REGARDING COMMENTS
ABOUT THE COURT AND JUDGE LASOTA BY PAUL JULIEN,
ARIZONA JUDICIAL EDUCATION OFFICER/COTTONWOOD
MUNICIPAL COURT JUDGE PRO TEM**

**ATTACHMENT I- SAMPLE LETTERS/E-MAILS RE: HOMELESS AND MENTAL
HEALTH COURT DEFENDANTS**

ATTACHMENT A

**Case Filings-Seven Year Trend-Fiscal Years 2009-1015
& Calendar Years 2012-2016**

(Prepared by AOC-Arizona Office of the Courts)

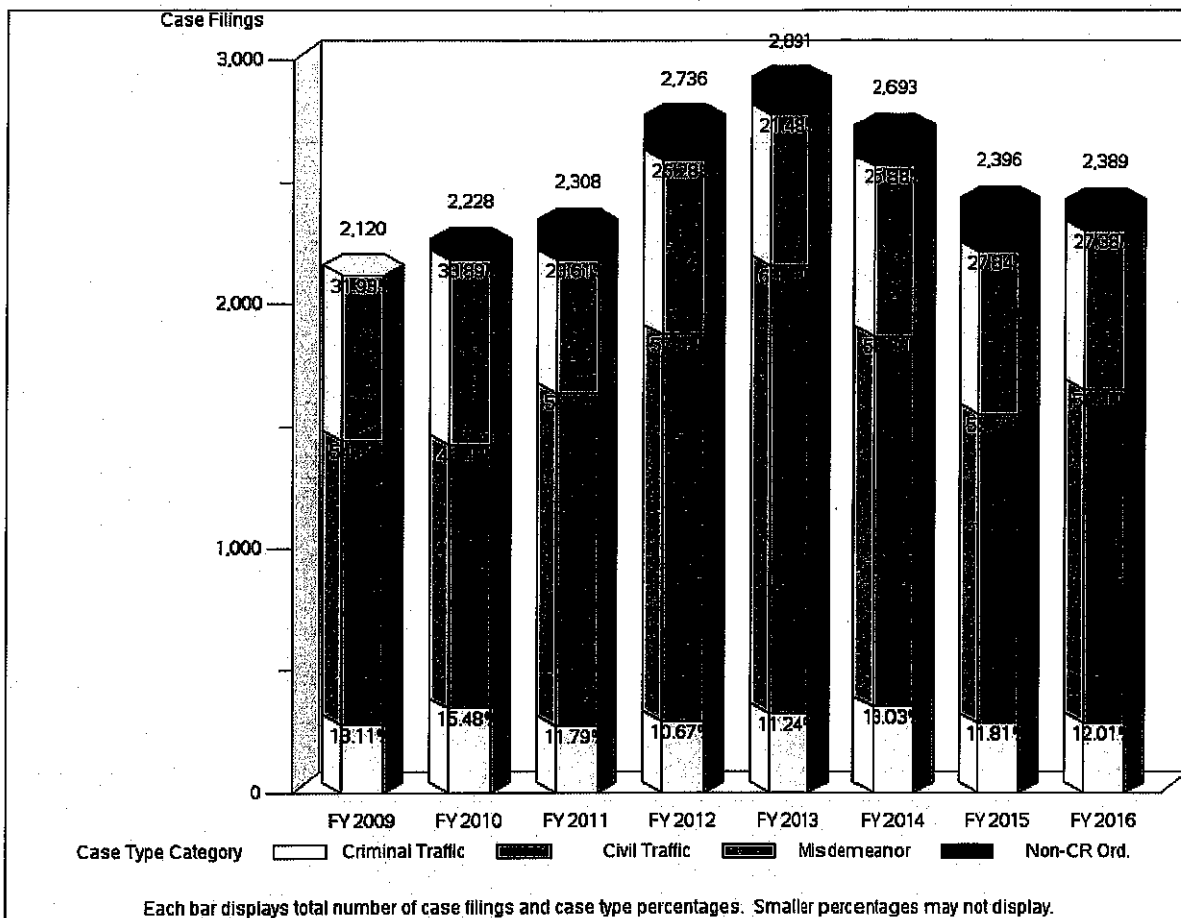
COTTONWOOD MUNICIPAL COURT

FY 2009-2016

CASE FILING TREND

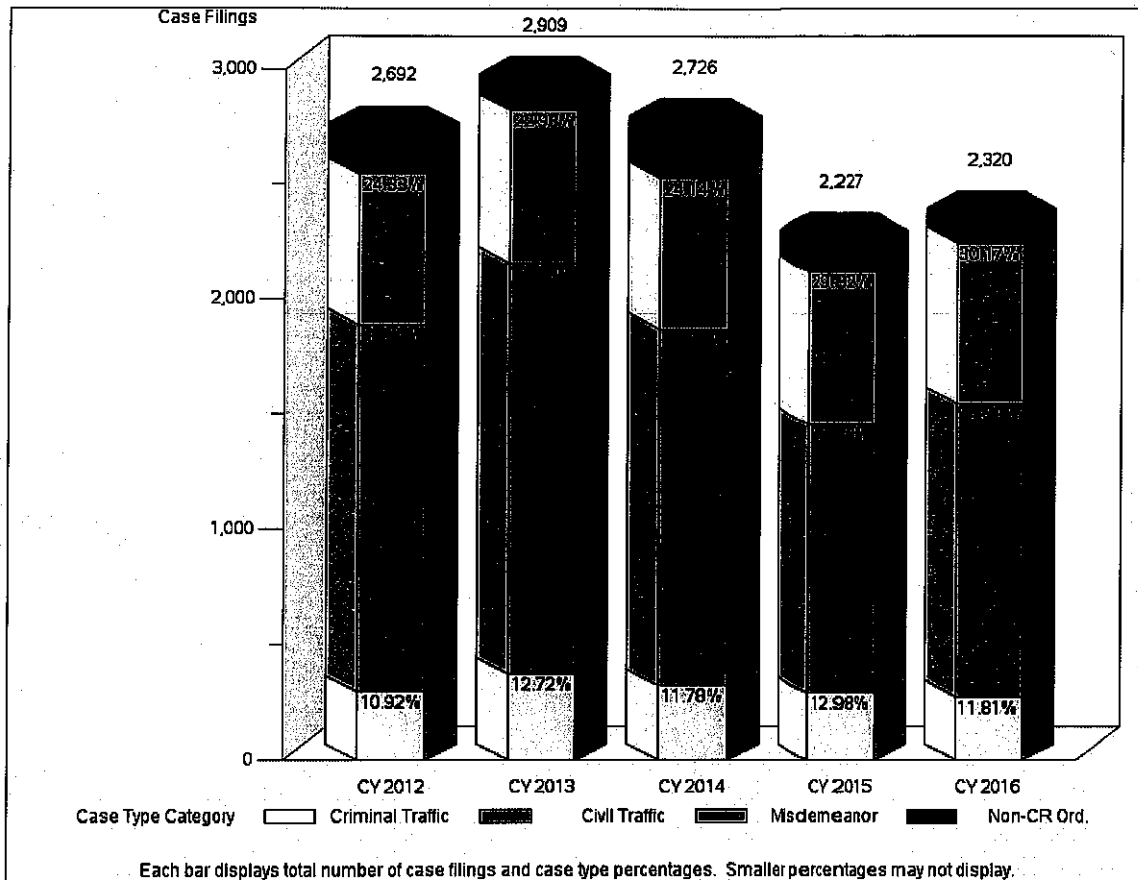
Case Filings for Municipal Courts Case Filing Trend - Fiscal Years 2009-2016

Court Name=COTTONWOOD



Case Filings for Municipal Courts Case Filing Trend - Calendar Years 2012-2016

Court Name=COTTONWOOD



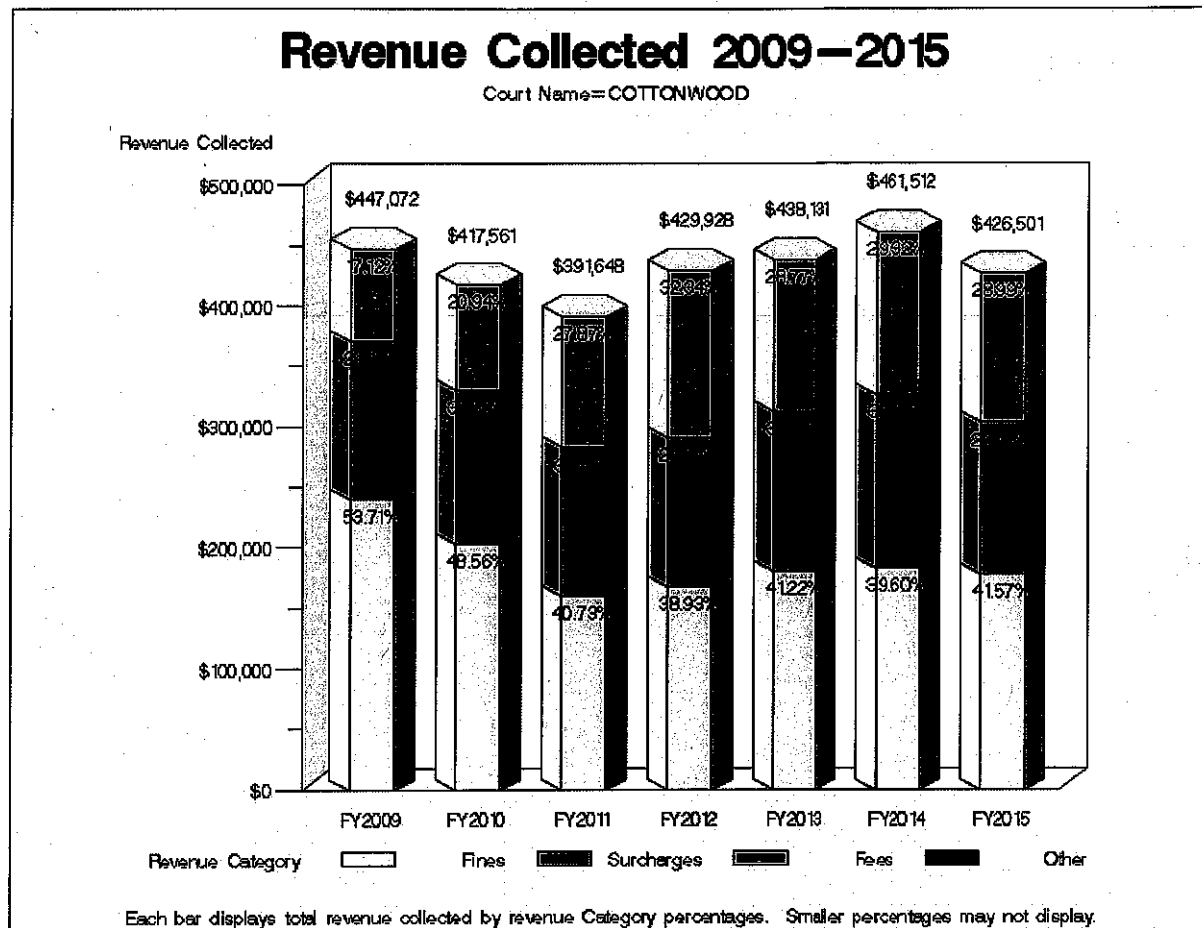
ATTACHMENT B

Revenue Collected Fiscal Years 2009-2015

(Prepared by AOC-Arizona Office of the Courts)

COTTONWOOD MUNICIPAL COURT
FY 2009-2015

REVENUE TREND



ATTACHMENT C

Statistics for Fiscal Years 2012 through FY2016 (Prepared by AOC-Arizona Office of the Courts)

1. The **pending to filing ratio** has continuously improved from .475 in FY 2012 (excellent), to another excellent rating in FY 2013 at .406; in FY 2014 improved even more to a ratio of .369 (excellent), improved again in FY2015 to .354 (excellent), and has improved yet again for FY2016 to .341(excellent) . **Every year was rated as “excellent” and every year was an improvement.**
2. The **disposition to filings (or clearance) ratio** was good in 2012 at .868, improved to very good in FY 2013 at .973, improved to excellent in FY 2014 to a ratio of 1.10 and improved even more to 1.16 (excellent) in FY 2015. FY2016 had a ratio of 1.07 (excellent), which is better than the Yavapai County clearance rate of 1.06. This means we are closing more cases than are being filed, due to resolving warrants and effectively moving pending cases. **Every year has been “excellent” under Arizona Supreme Court standards once we reached that level.**
3. The **months to disposition for civil traffic cases** was excellent in FY 2012 at 2.0 months, excellent in FY2013 at 2.5 months, in FY 2014 was 2.1 months (anything less than 4 months is considered excellent), and in FY 2015 improved to 1.2 months. Months to disposition for FY2016 was excellent again at 2.6 months. **Every**

year has been excellent under Arizona Supreme Court standards.

4. In FY 2012, our **collections** were at \$157 **per filing**, which was 34% more than the county average. In FY 2013, our collections were at \$151.55 per filing, which is 20.9% more than the county average. In FY 2014, we increased our collections per filing to \$171.37 (6.2% over county average). In FY 2015, our collections were at \$177.85 per filing, which was 8.3% more than the county average. FY2016 collections were at \$160.02 per filing. This is still higher than 2012, and collections per case appear to have dropped slightly due to the establishment of the Homeless and Mental Health Court and an emphasis in those cases of emphasizing treatment instead of fines. The collections per filing are still an excellent result.

Cottonwood Municipal Court – FY 2016 SUMMARY*

1. There were 2,389 cases filed during FY 2016, a decrease of less than 1% from the 2,396 filings during FY 2015.
2. Pending to filing ratio is .341 which is excellent. (816 cases pending as of 6/30/2016 divided by 2,389 filings during FY2016)
3. Disposition to filings or Clearance Ratio is 1.07 (2,557/2,389) which is excellent. The current Yavapai County clearance ration is 1.06.
4. Months to disposition of civil traffic pending cases is 2.6 months (2,961 pending civil traffic cases/1,127 monthly average dispositions). Any ratio under four months is excellent.
5. During fiscal year 2016, Cottonwood Municipal Court collected \$160.02 per filing.

*Data for fiscal year 2016 has not yet been validated and may change prior to publication.

Carrin Huff
Court Services Division
602-452-3376
Fax: 602-452-3659

Cottonwood Municipal Court – FY 2015 SUMMARY*

1. Filings decreased 11.0% from 2,693 in FY2014 to 2,396 in FY2015.
2. Pending to Filing ratio is .354 which is excellent. (848 cases pending as of 6/30/2015 divided by 2,396 filings during FY2015)
3. Disposition to filings or Clearance Ratio is 1.16 (2,775/2,396) which is excellent. This is an improvement from the 1.10 clearance ratio for fiscal year 2014 and exceeds the countywide clearance ratio of 1.03.
4. Months to disposition of civil traffic pending cases is 1.2 months (Pending Civil Traffic Cases/Monthly Average Dispositions, 143/124). Any ratio under four months is excellent.
5. During fiscal year 2015, Cottonwood Municipal Court collected \$177.85 per filing which is 8.3% more than the county average of \$164.29.

*Data for fiscal year 2015 has not yet been validated and may change prior to publication.

Carrin Huff
Court Services Division
602-452-3376
Fax: 602-452-3659

Cottonwood Municipal Court – FY 2014 SUMMARY*

1. Filings decreased 6.8% from 2,891 in FY2013 to 2,693 in FY2014.
2. Pending to Filing ratio is .369 which is excellent. (995 cases pending as of 6/30/2014 divided by 2,693 filings during FY2014)
3. Disposition to filings or Clearance Ratio is 1.10 (2,967/2,693) which is excellent. This is an improvement from the .973 clearance ratio for fiscal year 2013 and close to the countywide clearance ratio of 1.19.
4. Months to disposition of civil traffic pending cases is 2.1 months (Pending Civil Traffic Cases/Monthly Average Dispositions, 294/141). Any ratio under four months is excellent.
5. In fiscal year 2014 Cottonwood Municipal Court collected \$171.37 per filing which is 6.2% more than the county average of \$161.43.

*Data for fiscal year 2014 has not yet been validated and may change prior to publication.

Regards,

Carrin Huff
Court Services Division
602-452-3376
Fax: 602-452-3659

Cottonwood Municipal Court-- FY 2013 SUMMARY

1. Filings increased 5.7% from 2,736 in FY2012 to 2,891 in FY2013.
2. Pending to Filing ratio is .406 which is excellent. (1,175 cases pending as of 6/30/2013 divided by 2,891 filings during FY2013)
3. Disposition to filings or Clearance Ratio is .973 (2,813/2,891) which is very good. This is an improvement from the .868 clearance ratio for fiscal year 2012 and close to the countywide clearance ratio of .980.
4. Months to disposition of civil traffic pending cases is 2.5 months (Pending Civil Traffic Cases/Monthly Average Dispositions, 366/147). Any ratio under four months is excellent.
5. In fiscal year 2013 Cottonwood collected \$151.55 per filing which is 20.9% more than the county average of \$125.36.

Thank you,

Carrin Huff
Court Services Division
602-452-3376
Fax: 602-452-3659

Cottonwood Municipal Court-- FY 2012 SUMMARY

1. Filings increased 18.5% from 2,308 in FY2011 to 2,736 in FY2012.
2. Pending to Filing ratio is .475 (1128/2376) which is excellent.
3. Disposition to Filings or Clearance Ratio is .868 (2375/2736) which is good. The clearance rate could be improved by making sure all data entry is complete prior to running the monthly report. Currently there are statistical corrections for Criminal Traffic almost equivalent to terminations for the year (159 Terminations and -138 stat corr., misdemeanor are about half (439 terminations and -246 stat corr.) Civil traffic looks fine.
4. Months to disposition of civil traffic pending cases is two months (Pending Civil Traffic Cases/Monthly Average Dispositions, 286/137). Any ratio under four months is Excellent.
5. In fiscal year 2012 Cottonwood collected \$157 per filing which is still 34% more than the county average of \$117 from FY2011.

Carrin Huff
Court Services Division
602-452-3376
fax: 602-452-3659
www.azcourts.gov/statistics

ATTACHMENT D

**Letter from Arizona Supreme Court/Arizona Office of the Courts
Re: Judge LaSota**



Supreme Court

STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

Scott Bales
Chief Justice

David K. Byers
Administrative Director
of the Courts

January 25, 2016

Doug Bartosh
City Manager
City of Cottonwood
827 N. Main Street
Cottonwood, AZ 86326

Dear Mr. Bartosh;

This letter is to inform you that the Honorable A. Douglas LaSota, Presiding Magistrate for the Cottonwood Municipal Court, has completed all of the Court Leadership Certification Programs offered by the Leadership Institute of Arizona and facilitated by the Arizona Administrative Office of the Courts (AOC). Judge LaSota is the first participant in Arizona to complete all three Leadership Institute programs. He received Arizona Certification for the following programs:

The Arizona Court Supervisor (ACS) Program in March of 2014, which consisted of on-line computer-based courses, webinars and in-person classes for a total of 46.75 training hours.

The Arizona Court Manager (ACM) Program in November 2014, which consisted of six classes from the Institute for Court Management (ICM). Those classes are:

- Purposes and Responsibilities of Courts,
- Fundamental Issues of Caseload Management,
- Managing Court Financial Resources,
- Court Performance Standards/CourTools,
- Managing Technology Projects and Resources,
- Managing Human Resources.
- Also required were Arizona-specific classes on Alternative Dispute Resolution/Specialty Courts. Diversity Management and a Capstone Program. The entire program amounted to 125.25 training hours.

Please note that the judge concurrently received the "Certified Court Manager" credential from the National Center for State Courts upon completion of the ACM program.



Supreme Court

Scott Bales
Chief Justice

STATE OF ARIZONA
ADMINISTRATIVE OFFICE OF THE COURTS

David K. Byers
Administrative Director
of the Courts

The Arizona Court Executive (ACE) Program in January 2016 which required six courses from the Institute for Court Management (ICM). Those courses are:

- Leadership,
- High Performance Court Framework,
- Visioning & Strategic Planning,
- Essential Components,
- Education, Training and Development,
- Court Community Communications,
- Arizona-specific Capstone Program. The entire ACE Program consisted of 111.25 training hours.

Please note that the judge will concurrently receive the "Certified Court Executive" credential from the National Center for State Courts upon the receipt of his completed transcript from the Education Services Division of the AOC.

Sincerely,

Tony Cornay
Senior Education Specialist
Education Programs Unit
Arizona Supreme Court Administrative Office of the Courts (AOC)
602-452-3014 office
602-452-3004 fax
acornay@courts.az.gov
Mailing address: 1501 W. Washington / Phoenix, AZ 85007
Office address: 541 E. Van Buren, Suite B4 / Phoenix, AZ 85004

that shows the structure in red that will not be needed. We may lose one to two percent of the solar power by this change, but the range of solar power will range between 80 to 100 percent based on weather changes and the amount of power required. We needed to make this decision as the more efficient panels needed to be purchased by Feb 1st or the price would have increased.

Judge LaSota Training – The city manager received a letter from the Arizona Supreme Court indicating that Judge LaSota has completed all the Court Leadership Certification Programs offered by the Leadership Institute of Arizona. Judge LaSota is the first in the state to complete all three Leadership Institute programs. Congratulations to the Judge and another first in the state for Cottonwood!

89 and Vine Economic Impact Study – This week, Rudy Rodriguez and the city manager met with A.J. Pollack and Associates and representatives from 89 and Vine to review an analysis of the economic impact of the 89 and Vine development to the City of Cottonwood. They estimate approximately \$24 million over the life of the project for fees, taxes and permits over the life of the project with an annual revenue from sales taxes and state shared revenues of approximately \$8 million. The project will use local contractors for 80 to 85 percent of the work at creating almost 4,000 person years of employment with 659 jobs created permanently related to the mixed use commercial area. The study is being finalized and will be presented to the Council in the near future. This study also represents a strategic initiative advocated by the Mayor to determine the economic value of development. Such a study was removed from the strategic plan after several years due to a lack of funding.

The review process for the 89 and Vine development continues both internally and with the assistance of outside engineers. Staff is planning a joint P and Z Commission and City Council meeting to receive a presentation on the Master Development Plan. Attached is the schedule of progress suggested by the developer.

Nature Conservancy Trail Planning Grant – The committee set up to manage this project met for the first time this week to discuss the process. We talked about the need to hire a consultant with the plan study and the criteria that would go into the Scope of Work. Some of the plan would need to address the potential for flooding, interaction with other uses such as the disc golf course, and the connection with the state park and Old Town. The committee is working on a Scope of Work and will be identifying trail planning experts.

CDBG Grant Planning – Staff and Council member met to discuss the steps required to get the CDBG grants allocated and to begin the process of renovating the civic center. As part of applying for the grant, staff had created a list of improvements that needed to be made and that list will form the basis for a Scope of Work to hire an architect to complete the design for the improvements. There is much coordination that is occurring between NACOG and the State Historical Preservation Office. We should be receiving the funds in the near future and staff will begin the RFQ process for the architect and we do have local architects that are qualified to provide designs for historic buildings.

Matforce Community Conversation on Heroin – Tuesday night, Matforce and the city hosted a community conversation on the problem of heroin use. The public safety meeting room was full

ATTACHMENT E

NATIONAL CENTER FOR STATE COURTS:

- COURT MANAGER CERTIFICATE
- COURT EXECUTIVE CERTIFICATE

ARIZONA SUPREME COURT- COURT LEADERSHIP INSTITUTE

- ARIZONA COURT MANAGER CERTIFICATE
- ARIZONA COURT EXECUTIVE CERTIFICATE
- ARIZONA COURT SUPERVISOR CERTIFICATE



Trusted Leadership. Proven Solutions. Better Courts.

Mary Campbell McQueen
President

February 3, 2015

Hon. A. Douglas La Sota
Presiding Magistrate
Cottonwood Municipal Court
665 E. Mingus Avenue
Cottonwood, AZ 86326

In Re: Achievement of Certified Court Manager in Level I of Court Management Program

Dear Judge La Sota:

On behalf of everyone at ICM, we offer our sincere congratulations for your achievement in completing Level I of the Court Management Program and becoming a Certified Court Manager.

We recognize your personal and professional commitment to accomplishing this goal and applaud your commitment to completing Level I of the Court Management Program. It is our hope that the knowledge and skills you acquired through your dedication help you move your court to higher levels of achieving its vision and mission.

All the best in your future endeavors.

Sincerely,

Patricia Duggan
Director of National Programs
National Center for State Courts
Institute for Court Management
300 Newport Avenue
Williamsburg, VA 23185

PD/lrh
Enclosure

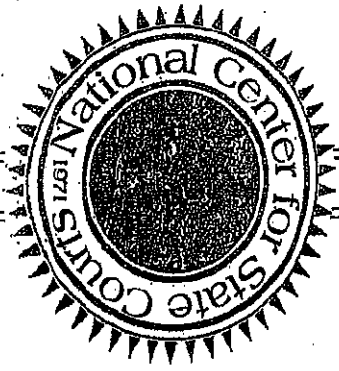
Williamsburg Office
300 Newport Avenue
Williamsburg, VA 23185-4147
(800) 616-6164

Denver Office
707 Seventeenth Street, Suite 2900
Denver, CO 80202-3429
(800) 466-3063

Arlington Office
2425 Wilson Boulevard, Suite 350
Arlington, VA 22201-3320
(800) 532-0204

Washington Office
111 Second Street NE
Washington, DC 20002-7303
(866) 941-0229

www.ncsc.org



National Center for State Courts
INSTITUTE FOR COURT MANAGEMENT

does hereby certify and recognize

Hon. A. Douglas La Sota

*as having successfully completed the
Court Management Program
and achieved the status of*

CERTIFIED COURT MANAGER (CCM)

*In witness whereof, we have caused this
certificate to be signed by*

[Signature]
VICE PRESIDENT

[Signature]
DIRECTOR OF NATIONAL PROGRAMS

February 2015
DATE

Arizona Supreme Court



COURT LEADERSHIP INSTITUTE OF ARIZONA

*Upon the recommendation of the Court Leadership Institute of Arizona
and by its authority, the Arizona Supreme Court
hereby recognizes*

Honorable A. Douglas La Sota

*for successful completion of
the Arizona Court Manager (ACM) program*

Dated this 20th day of February, 2015



Mr. K. Kent Bailey
Chair

Handwritten signature of Mr. K. Kent Bailey.

Honorable Scott Bates
Chief Justice, Arizona Supreme Court

Handwritten signature of Honorable Scott Bates.



Trusted Leadership. Proven Solutions. Better Courts.

Mary Campbell McQueen
President

February 8, 2016

Honorable A. Douglas La Sota
Cottonwood Municipal Court
665 E. Mingus Avenue
Cottonwood, AZ 86326

In Re: Achievement of Certified Court Executive in Level II of Court Management Program

Dear Honorable A. Douglas LaSota:

On behalf of everyone at ICM, we offer our sincere congratulations for your achievement in completing Level II of the Court Management Program and becoming a Certified Court Executive.

We recognize your personal and professional commitment to accomplishing this goal and applaud your commitment to completing Level II of the Court Management Program. It is our hope that the knowledge and skills you acquired through your dedication help you move your court to higher levels of achieving its vision and mission.

All the best in your future endeavors.

Sincerely,

John R. Meeks
Vice President
National Center for State Courts
Institute for Court Management
300 Newport Avenue
Williamsburg, VA 23185

JM/ncb
Enclosure

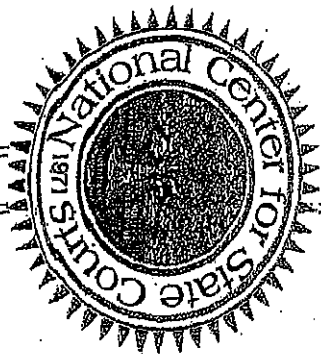
Williamsburg Office
300 Newport Avenue
Williamsburg, VA 23185-4147
(800) 616-6164

Denver Office
707 Seventeenth Street, Suite 2900
Denver, CO 80202-3429
(800) 466-3063

Arlington Office
2425 Wilson Boulevard, Suite 500
Arlington, VA 22201-3310
(800) 532-0204

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111 Second Street NE
Washington, DC 20002-7363
(800) 941-0229

www.ncsc.org



National Center for State Courts
INSTITUTE FOR COURT MANAGEMENT

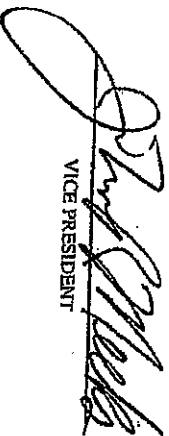
does hereby certify and recognize

Honorable A. Douglas La Sota

*as having successfully completed Level II of the
Court Management Program
and achieved the status of*

CERTIFIED COURT EXECUTIVE (CCE)

*In witness whereof, we have caused this
certificate to be signed by*


VICE PRESIDENT

Currently Vacant
DIRECTOR OF NATIONAL PROGRAMS

January 2016
DATE

Arizona Supreme Court



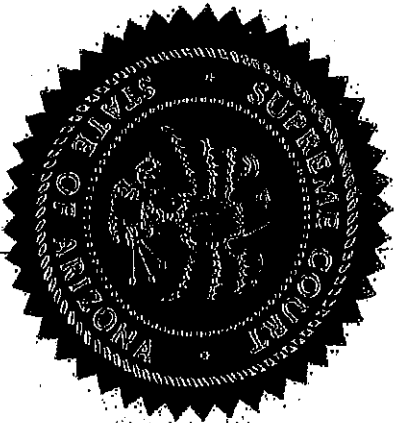
COURT LEADERSHIP INSTITUTE OF ARIZONA

*Upon the recommendation of the Court Leadership Institute of Arizona
and by its authority, the Arizona Supreme Court
hereby recognizes*

Honorable A. Douglas La Sota

*for successful completion of
the Arizona Court Executive (ACE) program*

January 22, 2016



[Signature]
Mr. K. Kent Batty
Chair

[Signature]
Honorable Scott Bales
Chief Justice, Arizona Supreme Court

Arizona Supreme Court



COURT LEADERSHIP INSTITUTE OF ARIZONA

*Upon the recommendation of the Court Leadership Institute of Arizona
and by its authority, the Arizona Supreme Court
hereby recognizes*

Honorable A. Douglas La Sota

*for successful completion of
the Arizona Court Supervisor (ACS) program.*

Dated this 26th day of March, 2014



Mr. K. Kent Batty
Chair

Rebecca W. Berch
Honorable Rebecca White Berch
Chief Justice, Arizona Supreme Court



Arizona Court Leadership Programs

LEADERSHIP INSTITUTE

Arizona Court Supervisor (ACS)

Who > Frontline court and probation department supervisors or new supervisors and managers in the court system. Must currently be a judicial branch employee.

What > A series of both in-class and online courses covering:

- ☐ Transition to Role of Supervisor (online/webinar)
- ☐ Supervisory Ethics (online/webinar)
- ☐ Human Resources Management (1 day classroom)
- ☐ Supervisor's Role in Case Management* (1 day classroom)
- ☐ Supervisor Essential Skills (self-paced online 12-20 hours)
 - Conflict Resolution
 - Problem Solving & Decision Making
 - Coaching & Employee Relations
 - Effective Communications and Meetings
 - Team Building & Employee Motivation
 - Setting Priorities
 - Change Management
- ☐ Core Functions (self-paced online 12-20 hours)
 - Purposes and Responsibilities of Courts
 - Visioning and Strategic Planning
 - Legal Information vs Legal Advice
 - Security & Emergency Preparedness
- ☐ Capstone (2 days classroom)
 - Leadership, Role of Courts, Records Mgmt
 - Public Education & Media, Policy & Org
 - Workflow Processes, Accountability
- ☐ Essential Components of Probation Supervision* (1½ days)

Certificates > ACS

* Probation supervisor takes a probation specific version of the case management class which includes an additional ½ day probation essential components class for a probation supervisor endorsed certificate

Arizona Court Manager (ACM)

Second level managers, senior supervisors or participants completing ACS. Must be recommended by court or probation department.

A combination of National Center for State Courts, (NCSC) Institute for Court Management (ICM) Courses and in-class Arizona specific "AZ PLUS" courses*

ICM Courses* (2½ days each class)

- ☐ Purposes & Responsibilities of Courts
- ☐ Fundamental Issues of Caseflow Management
- ☐ Court Performance Standards: CourtTools
- ☐ Managing Human Resources
- ☐ Managing Court Financial Resources
- ☐ Managing Technology Projects and Resources

AZ PLUS—Manager

- ☐ Managing Diversity (½ day)
- ☐ ADR/ Specialty Courts (½ day)
- ☐ Capstone: Governance, Inherent Powers, Civil Case Process, Jury Mgmt, Records Mgmt, Probation Mgmt., Court Mgmt. Functions, Political Activity, Court's Role (2½ days)

ACM & ICM CCM*

* Completion of these courses with a \$50 per course fee to NCSC will also result in the ICM Certified Court Manager (CCM) certificate

Arizona Court Executive (ACE)

Senior level managers, court or probation executives or participants completing ACM. Must be recommended by court or probation department.

A combination of National Center for State Courts, (NCSC) Institute for Court Management (ICM) Courses and in-class Arizona specific "AZ PLUS" courses.

ICM Courses** (2½ days each class)

- ☐ Essential Components
- ☐ Leadership
- ☐ Visioning & Strategic Planning
- ☐ Education, Training & Development
- ☐ Court Community Communications
- ☐ High Performance Court Framework

AZ PLUS—Executive

- ☐ Capstone (1 ½ days)
"Addressing Emerging Trends and Issues in..."
 - Balancing Judicial Independence and Interdependencies
 - Facilities Management
 - Security & Emergency Management
 - Jury Management

ACE & ICM CCE**

** Completion of these courses with a \$50 per course fee to NCSC, and completion of the CCM, will also result in the ICM Certified Court Executive (CCE) certificate

For More Information Contact: (602) 452-3060 or www.azcourts.gov/c lia
Arizona Supreme Court, Administrative Office of the Courts, Education Services Division

ATTACHMENT F

JUDICIAL EVALUATIONS AS HORSE SHOW JUDGE 2014-6

These evaluations show how I am rated by others I work with or for (on my weekend time as a horse show judge), especially regarding professionalism, good attitude and skills/ability to work with other horse show judges.



American Paint Horse Association

APHA JUDGE EVALUATION FORM

(Return to APHA with results)

Name of Show NPHC's Sharon Bates Memorial POR #322
 City and State Fallon, NV Date of Show June 25-26, 2016
 Name of Judge Doug Lasota #2158

Unsatisfactory

Satisfactory

Excellent

The judge arrived on time?	U	S	<u>E</u>
The judge knew class rules?	U	S	<u>E</u>
The judge had good class procedures?	U	S	<u>E</u>
The judge was dressed properly?	U	S	<u>E</u>
The judge performed his duties in a timely manner?	U	S	<u>E</u>
The judge had a good attitude?	U	S	<u>E</u>
The judge presented himself as a good representative of APHA?	U	S	<u>E</u>
If a multi-judge show, did the judge work effectively with other judge(s)?	U	S	<u>E</u>

Please explain in writing all "U" scores

Comments: _____

American Paint Horse Association

APHA JUDGE EVALUATION FORM

(Return to APHA with results)

MAR 28 2016

Name of Show Blue Ribbon Color Spectacular

City and State Scottsdale, AZ Date of Show March 12-13, 2016

Name of Judge Doug LaSota

	Unsatisfactory	Satisfactory	Excellent
The judge arrived on time?	U	S	E
The judge knew class rules?	U	S	E
The judge had good class procedures?	U	S	E
The judge was dressed properly?	U	S	E
The judge performed his duties in a timely manner?	U	S	E
The judge had a good attitude?	U	S	E
The judge presented himself as a good representative of APHA?	U	S	E
If a multi-judge show, did the judge work effectively with other judge(s)?	U	S	E

Please explain in writing all "U" scores

Comments: _____

CONFIDENTIAL

American Paint Horse Association

APHA JUDGE EVALUATION FORM

(Return to APHA with results)

Name of Show Sparkler Spectacular APHA/PtHA/Open All Breed Show
City and State Powell Butte, Oregon Date of Show June 27-28, 2015
Name of Judge Doug LaSota #02751

	Unsatisfactory	Satisfactory	Excellent
The judge arrived on time?	U	S	<u>E</u>
The judge knew class rules?	U	S	<u>E</u>
The judge had good class procedures?	U	S	<u>E</u>
The judge was dressed properly?	U	S	<u>E</u>
The judge performed his duties in a timely manner?	U	S	<u>E</u>
The judge had a good attitude?	U	S	<u>E</u>
The judge presented himself as a good representative of APHA?	U	S	<u>E</u>
If a multi-judge show, did the judge work effectively with other judge(s)?	U	S	<u>E</u>

Please explain in writing all "U" scores

Comments: Judge LaSota did an excellent job under pretty harsh circumstances
with the long hours and the extreme heat we had at our show.

CONFIDENTIAL



DEC 15 2014

APHA JUDGE EVALUATION FORM

Name of Show: APHC Harvest of Color Show
City and State: Scottsdale, Az Date of Show: 11/29-30/14
Name of Judge: Doog LaSota

	Unsatisfactory	Satisfactory	Excellent
Did the judge arrive on time?	U	S	<u>E</u>
Did the judge know class rules?	U	S	<u>E</u>
Did the judge have good class procedures?	U	S	<u>E</u>
Did the judge dress properly?	U	S	<u>E</u>
Did the judge perform his duties in a timely manner?	U	S	<u>E</u>
Did the judge have a good attitude?	U	S	<u>E</u>
Did the judge present himself as a good representative of APHA?	U	S	<u>E</u>
If a multi-judge show, did the judge work effectively with other judge(s)?	U	S	<u>E</u>

Please explain in writing all "U" scores

Comments: _____

CONFIDENTIAL

American Paint Horse Association

OCT 17 2014

APHA JUDGE EVALUATION FORM

(Return to APHA with results)

Name of Show SIERRA CLASSIC PDR

City and State ELN GROVE, CA. Date of Show SEPT. 19-21, 2014

Name of Judge DOUG LASOTA

	Unsatisfactory	Satisfactory	Excellent
The judge arrived on time?	U	S	(E)
The judge knew class rules?	U	S	(E)
The judge had good class procedures?	U	S	(E)
The judge was dressed properly?	U	S	(E)
The judge performed his duties in a timely manner?	U	S	(E)
The judge had a good attitude?	U	S	(E)
The judge presented himself as a good representative of APHA?	U	S	(E)
If a multi-judge show, did the judge work effectively with other judge(s)?	U	S	(E)

Please explain in writing all "U" scores

Comments: A pleasure to work with.

CONFIDENTIAL

APHA JUDGE EVALUATION FORM

(Return to APHA with results)

Name of Show Sierra Paint Horse Classic
 City and State Elk Grove, CA Date of Show 9/19/14
 Name of Judge Doug Lasota

	Unsatisfactory	Satisfactory	Excellent
The judge arrived on time?	U	S	<u>E</u>
The judge knew class rules?	U	S	<u>E</u>
The judge had good class procedures?	U	S	<u>E</u>
The judge was dressed properly?	U	S	<u>E</u>
The judge performed his duties in a timely manner?	U	S	<u>E</u>
The judge had a good attitude?	U	S	<u>E</u>
The judge presented himself as a good representative of APHA?	U	S	<u>E</u>
If a multi-judge show, did the judge work effectively with other judge(s)?	U	S	<u>E</u>

Please explain in writing all "U" scores

Comments: _____

CONFIDENTIAL



AUG 11 2014

APHA JUDGE EVALUATION FORM

Name of Show: CPHA Summer Sizzle Youth/Amateur

City and State: Santa Barbara, CA Date of Show: 7/25/14

Name of Judge: Cindy Weight-Carter, John Andersen,
Doug LaSota

	Unsatisfactory	Satisfactory	Excellent
Did the judge arrive on time?	U	S	(E)
Did the judge know class rules?	U	S	(E)
Did the judge have good class procedures?	U	S	(E)
Did the judge dress properly?	U	S	(E)
Did the judge perform his duties in a timely manner?	U	S	(E)
Did the judge have a good attitude?	U	S	(E)
Did the judge present himself as a good representative of APHA?	U	S	(E)
If a multi-judge show, did the judge work effectively with other judge(s)?	U	S	(E)

Please explain in writing all "U" scores

Comments: Excellent set of judges. Worked well with
each other and with the show staff.

CONFIDENTIAL

ATTACHMENT G

**APPOINTMENT AS A JUVENILE HEARING OFFICER
FOR YAVAPAI COUNTY SUPERIOR COURT**

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

FILED

4:46 O'Clock, p M

IN AND FOR THE COUNTY OF YAVAPAI

JUL 22 2009

BY Jeanne M. Hicks
Clerk
Deputy

IN THE MATTER OF:

ADMINISTRATIVE ORDER

APPOINTMENT OF
JUVENILE HEARING OFFICER

No. 2009-12

Pursuant to A.R.S. § 8-323,

IT IS ORDERED appointing A. Douglas LaSota as Juvenile Hearing Officer for Yavapai County, commencing immediately upon approval of the Town of Cottonwood.

IT IS FURTHER ORDERED that A. Douglas LaSota shall serve without additional compensation.

DATED at Prescott, Arizona, the 22 day of July, 2009.

Robert M. Brutinel

ROBERT M. BRUTINEL
Presiding Juvenile Court Judge

c: All Divisions of the Superior Court
Jeanne M. Hicks, Clerk of Court
Deborah M. Schaefer, Court Administrator
Scott Mabery, Director of Juvenile Court Services
Cottonwood Municipal Court

1 Clerk of Court
() Chief Deputy
() Court Admin
()
()
() () Other

ATTACHMENT H

**E-MAIL FROM CITY ATTORNEY REGARDING COMMENTS
ABOUT THE COURT AND JUDGE LASOTA BY PAUL JULIEN,
ARIZONA JUDICIAL EDUCATION OFFICER/COTTONWOOD
MUNICIPAL COURT JUDGE PRO TEM**

From: Steve Horton [shorton@cottonwoodaz.gov]
Sent: Thursday, August 09, 2012 9:45 AM
To: Iris Dobler
Cc: Diane Joens; Doug Bartosh; LaSota, Douglas
Subject: Compliments Regarding the Court

Iris, please note for the record the following comments I recently received regarding the Municipal Court in general and Judge LaSota in particular. For the same reasons that Doug makes a point of letting the Council know about the positive comments he receives about City staff and services in his weekly management reports, I think it's important to take note when we receive compliments, in addition to being as responsive as we can be to criticisms and complaints:

"Paul Julien, as Pro Tem judge last week, was very complimentary of our system for adjudicating criminal cases in Municipal Court. He was particularly impressed that Judge LaSota has the prosecutor attend the arraignments. This allows for early disposition of many cases. In fact, last week, we disposed of numerous case that had occurred in July of 2012. He was going to relay the information to the Supreme Court and hopes to incorporate some of these procedures in other rural courts.

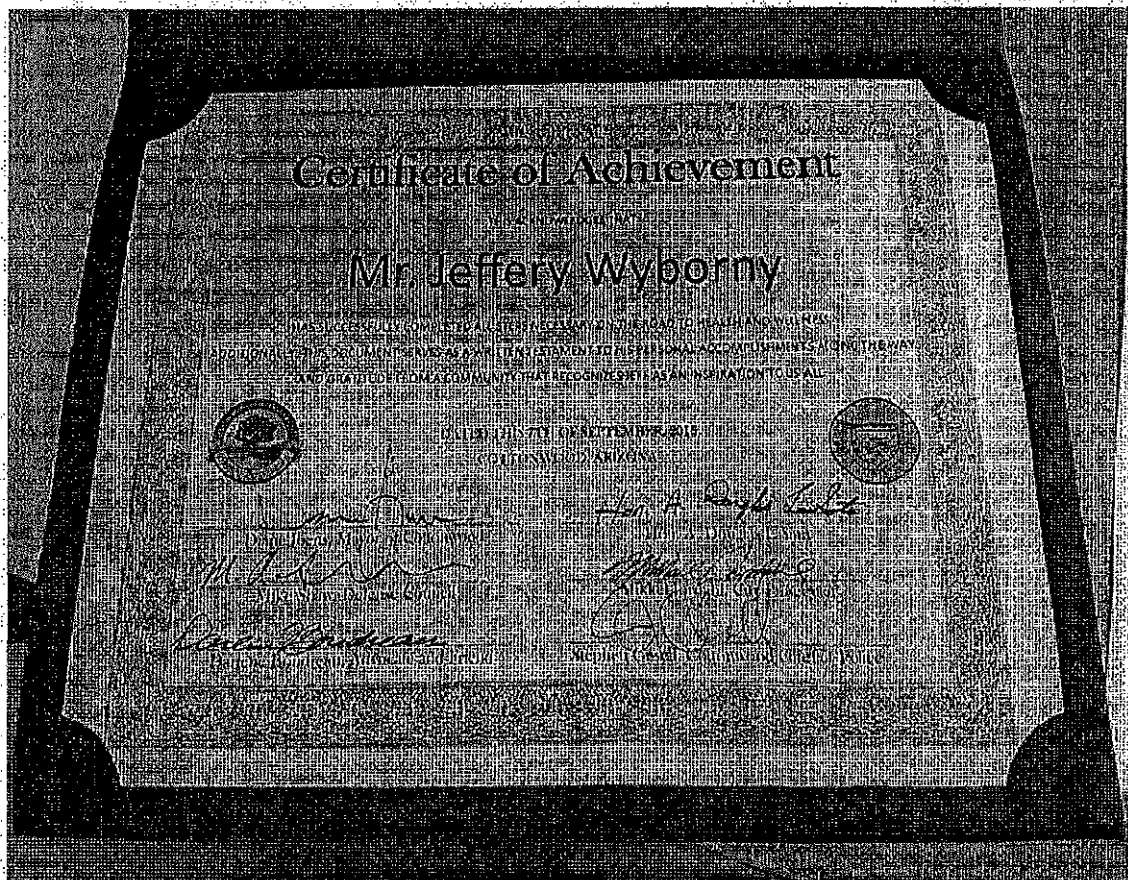
Judge LaSota does a very good job with these city court cases. He is careful, respectful to everyone and very thorough. There will never be a post conviction relief petition filed, let alone a successful one. Each litigant feels that he gives them a fair shake no matter the decision.

The court is run smoothly and efficiently considering the limited resources and the incredible demands on the clerks, the judge in particular. The compliance officer for the state was very impressed with the statistics that the clerk's office records and keeps. It's just a well run court system."

Steve

ATTACHMENT I

**SAMPLE LETTERS/E-MAILS
RE: HOMELESS AND MENTAL HEALTH COURT**



Verde Independent

home : opinions : editorials

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April 15, 2016

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4/14/2016 12:24:00 PM

Editorial: Being part of homeless problem makes finding solution a bigger dilemma

The biggest obstacle in finding a strategy to combat homelessness is finding the middle ground between dramatically conflicting philosophies.

Being the center for social services in the Verde Valley, Cottonwood is home to the lion's share of the Verde's homeless population. Further, being the commercial hub of the Verde Valley makes Cottonwood a magnet for panhandlers, although there is debate that all panhandlers should be considered homeless.

All of which leads to a school of thought that Cottonwood needs to enhance its social service offerings because homelessness is more a Cottonwood issue than it is a Verde Valley problem.

But another way of looking at it was expressed during last week's homeless coalition meeting by Cottonwood Police Chief Steve Gesell. He said, "Most cities have an 'enabling environment' and reducing that environment creates a better atmosphere."



Being the center for social services in the Verde Valley, Cottonwood is home to the lion's share of the Verde's homeless population.

Or, to put it bluntly, Cottonwood is partially at fault for the very problem it hopes to solve.

If you believe the region's most recent homeless count, Cottonwood has more homeless people than the rest of the Verde Valley combined. Camp Verde didn't register a single person who fit the definition of homelessness. Jerome and Clarkdale only had one each. Does that mean those communities do not have this problem, or does it mean Cottonwood has inherited it from them?

As with any community debate, there is merit to both of these philosophical extremes. Cottonwood, just being Cottonwood, will bear the brunt of the Verde Valley homelessness and so finding the solution becomes its responsibility.

But by the same token we need to carefully examine the degree to which we create this "enabling environment."

We will never get a handle on this problem, much less solve it, if we are part of the problem.

Related Stories:

- Study shows Cottonwood with highest number of Verde homeless
- The Props of Panhandling
- What a difference a year makes for one Verde Valley homeless man (with video)
- Commentary: How do we "qualify" right of someone to ask for help?
- Editorial: Escalation of panhandling in Cottonwood not always what it seems; buyer beware syndrome holds true

We want to hear from you
>>> Send us a news tip, letter or question



Currently



61°F
Overcast

Tomorrow



High 72°F
Low 44°F

Forecast provided by WU WEATHER
Click for weather forecast

Submission Links

- Submit your feedback about our site

← "Before" photo

TO: Mayor and City Council Members
FROM: Doug Bartosh, City Manager
DATE: September 9, 2016
SUBJECT: City Manager's Report - Week Ending - 09/09/16



Finance Department Update - Wednesday morning we closed on the City of Cottonwood, Arizona Pledged Revenue Funding Obligations, Series 2016. These obligations will be used to refund the Greater Arizona Development Authority (GADA) Loan. The amount of the obligation is \$12,350,000. The difference between the \$13,075,000 GADA balance and the \$12,350,000 borrowed (\$725,000) is the premium that investors were willing to pay to obtain our obligations. Overall it was a smooth closing and we are probably looking at about a \$1.8M savings over the term of the obligation. This just adds to the interest savings successes we have accomplished over the past two years.

Cottonwood Economic Development Council (CEDC) Update - The CEDC held their monthly meeting on Wednesday. Please see attached agenda and minutes from prior month's meeting.

There will be several Town Hall/Community Outreach Meetings that are free to attend. Please see attached flyers for additional information.

Arizona Association for Economic Development is presenting a regional symposium at the Cottonwood Public Safety building on October 26th. For more information please see attached flyer or visit their website - <http://www.aacd.com/events/EventDetails.aspx?id=832557&group=>

Historic Preservation Committee (HPC) Update - The HPC will hold their meeting on September 14th. Please see attached agenda and meeting minutes from July 13th.

Airport Update - Activity has started on the apron. Aircraft will need to be moved no later than Sunday, September 18th. The Apron and Taxiway Bravo will be closed from Monday, September 19th through Friday, November 25th.

We had a fun sight this week as a 1948 Cessna 190 utilized the airport. Please see attached photos.

Alternative Sentencing Program - You may recall that Chief Gesell developed an alternative sentencing program in coordination with the court, our prosecutor, Spectrum and Catholic Charities to deal with chronic offenders. One of the first offenders into the program was Jeff Wyborny who was also known as "Parka Man". Jeff has successfully completed the requirements of the program by pursuing the assistance he needed to develop a healthy lifestyle. Jeff is currently residing in an apartment, he has been reconnected with his son, and is under the care of a conservator. On behalf of the Mayor and City Council, Jeff was presented a Certificate of Accomplishment for successfully completing the program. The City Manager presented Jeff with the certificate and shared with him that many people in the community cared for his well-being and will be so pleased to see how well he is doing. Jeff represents one of the first couple of successes the program has developed and much thanks goes to Chief Gesell, Judge LaSota, our prosecutor Mik Jordahl, Spectrum, Catholic Charities, Darlene Boudreau and defense attorney Mike Shaw. Really a great team making a difference! Please find photo attached.



Fratticapi

Verde Independent

Saturday, October 8, 2016

Letter: Excellent job Cottonwood community! Thank you

Saturday, October 8, 2016

Editor:

Thank you, thank you for the article entitled "A New Life" that appeared in the Wed., Oct. 5th newspaper.

Jeff is such a part of the community that many were wondering what had happened to him, only to see the best possible news of all.

So many thanks go to the Old Town Mission and the wonderful friend he found in Darlene Boudreau, and the Alternative Sentencing Program and the many involved in developing this positive outcome.

It is wonderful to see Jeff smiling and healthy. Well done Cottonwood Community! Thank you!

Martha Lindsey

Cottonwood

Related Links:

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">Software © 1998-2016 Twp! Software, All Rights Reserved

Mary Jacobson

From: Doug Bartosh
Sent: Wednesday, October 05, 2016 9:30 AM
To: Mary Jacobson
Subject: FW: KUDOS!

Management Report.

From: Penny Cramer [mailto:Penny.Cramer@yavapai.us]
Sent: Wednesday, October 05, 2016 8:25 AM
To: Doug Bartosh <dbartosh@cottonwoodaz.gov>; Kyla Allen (kyla@twinwolfdesigns.com) <kyla@twinwolfdesigns.com>
Subject: KUDOS!

I found this story so touching that I'm crying with joy for Jeff at my desk. I struggle with people holding up signs/panhandling for money and handouts for a profit and are capable to those who TRULY need the help. I only hope and pray that the Prescott area does something like this! I wish Jeff all the best life has to offer.

<http://verdenews.com/main.asp?SectionID=1&SubsectionID=1&ArticleID=72102>

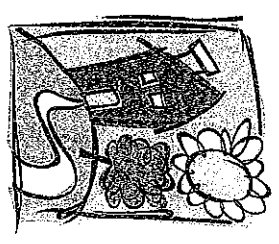
Penny Cramer, Administrative Assistant to:
Sheila Polk, Yavapai County Attorney
Dennis McGrane, Chief Deputy Yavapai County Attorney
255 E. Gurley Street
Prescott, AZ 86301
(928) 777-7352
(928) 771-3110 (Facsimile)

Confidentiality Footer: Privileged/confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to the addressee), you may not copy or deliver this message to anyone. In such case, you should destroy this message, and kindly notify the sender by reply email.

Debbie: Judge,

I know that I have
told you laster before
but I wanted to express
my heartfelt thanks
to you all for your
kindness and compassion
for me during a difficult
time in my life.
I am eternally grateful
for everything you have
done for me.

much love!
Q Debra Q



Your kindness
may seem
simple to you,
but it meant

everything to me.
Thanks Again!

Always,
Debra K.

Dear Sirs;

Hi! I'm not sure when my court date is, sometime this month.

So here I am in Flagstaff. The Alamo Club is only about 6 blocks away. Celebrate Recovery about a mile. Southwest Behavioral Health Services is only about a block - I'm all enrolled.

I'm doing good, I like it here. It's good to be closer to my mom. I'm still sober - I've got about 4½ months now.

Sincerely,

FILED

MAR 20 2017

COTTONWOOD MUNICIPAL COURT

Flagstaff Az. _____

COTTONWOOD MUN
665 EAST MINGUS A
COTTONWOOD, AZ 8

86326-376055

||||

April 25, 2017

Mayor Timothy Elinski
Cottonwood City Council
827 N. Main Street
Cottonwood, AZ 86326

Re: Re-Appointment of Cottonwood Municipal Court Judge A. Douglas LaSota

Dear Mayor and City Council Members:

This letter is sent regarding the re-appointment of Cottonwood Municipal Court Judge, Douglas A. LaSota. As you may know, I am the criminal defense attorney appointed by the Court to represent indigent defendants charged with various crimes in Cottonwood. In this capacity, I have appeared before Judge LaSota weekly in the Cottonwood Municipal Court, often on two days each week.

I have been very pleased with the performance of Judge LaSota. He has proven to be highly intelligent, and extremely fair to me and to my clients. He is also polite and respectful of those in his Courtroom.

Judge LaSota schedules routine administrative meetings with his staff, the attorneys that regularly appear in his Courtroom, and the law enforcement community to discuss new developments in the law and procedural rule changes, and get feedback from others at those meetings. He conducts legal research regularly and alerts the attorneys by e-mail of new cases and decisions that will affect cases in the Cottonwood Municipal Court. Many judges are not pro-active in this manner, and they wait for an attorney to bring new legal developments to them. Judge LaSota saves the tax payer time and money by addressing these issues as a group prior to waiting for the attorneys to file motions, responses and replies and litigating time consuming issues.

When motions are brought in his Court, and when trials are held, Judge LaSota's decisions are thoughtful and clearly articulated. Additionally, Judge LaSota will often conduct his own research related to the motions or trials, and find and cite important authority which had been missed by the attorneys. He is thorough in his analysis of each issue.

Additionally, it has come to my attention that the City Council has considered reducing the role of the City Magistrate to a part-time position. I do not believe that such a reduction would be in the interest of the City or the Court.

Mayor Timothy Elinski
Cottonwood City Council
April 25, 2017
Page Two

The Cottonwood Municipal Court is a busy court by comparison with other similar courts in Yavapai County. In fact, the Cottonwood Municipal Court handles significantly more cases than the Camp Verde Municipal Court, and the Magistrate in Camp Verde, Paul Schlegel, is requesting that his position be made full time due to his increased work load.

The Cottonwood Municipal Court has recently implemented a Mental Health and Homeless Treatment Court. It is the first of its kind in Yavapai County, and other municipal and city courts are beginning to copy what has been started in Cottonwood. The purpose of this Court is to get all the players in the justice system together to help those in the greatest need. The system has brought together the prosecutor, police department, defense attorneys, therapists and treatment providers, housing directors and potential employers. Judge LaSota has overseen the implementation of this program and has been instrumental in its success. Instead of focusing on punishment, the goal of this Court is to find solutions to the problems of local homeless and mentally ill persons through housing, treatment and resources. This program has worked remarkably well, with many successes to date.

As an attorney who represents many of these less fortunate people in our community, I have seen some of my clients completely turn their lives around. The successes we have had in the program significantly reduce the time and expense that the Court used to incur when homeless and mentally ill persons repeatedly violated the law and returned to Court time and again. Many of these violations were for low-level offenses like camping on private or public property, trespassing, littering or consuming alcohol in public. Many of these repeat offenses are no longer occurring.

Crucial to this program has been the availability of Judge LaSota and the staff of the Cottonwood Municipal Court. I have filed emergency motions, requesting quick orders and decisions, in an effort to help many of these homeless and mentally ill persons in crisis. If the Court were only open part-time, or if Judge LaSota's role was reduced to part-time, my clients could not obtain this relief, and their treatment and success may be seriously jeopardized.

Judge LaSota has been able to order the release of a seriously ill client of mine from jail to a treatment provider in a matter of hours in the past when that client's health was in great danger. The detention staff at the jail and the treatment staff at the counseling agency were all very grateful for our quick work at the release of that client into treatment.

Mayor Timothy Elinski
Cottonwood City Council
April 25, 2017
Page Three

Judge LaSota's availability five days per week is also essential for other emergency circumstances, such as requesting or contesting orders of protection and injunctions against harassment. Police officers often request warrants on an extremely expedited basis, and, in certain circumstances, I may need to request that a warrant be quashed in an emergency fashion.

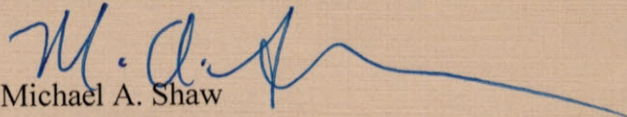
Put simply, I am able to accomplish much more in the Cottonwood Municipal Court for my clients than I can in the other local courts which are not open full time. My clients in the Cottonwood Municipal Court are able to receive a much higher level of service and justice than in these other courts. This is one of the primary reasons that the Camp Verde Magistrate is seeking full-time employment.

Please contact me at (928) 646-0369, if you have any questions regarding the retention of Judge LaSota's or the importance of having a full time Court in Cottonwood.

Thank you for your consideration.

Sincerely,

SHAW LAW FIRM, P.L.L.C.


Michael A. Shaw

MAS/s

EMPLOYMENT AGREEMENT
PRESIDING MAGISTRATE

This Agreement entered into as of the 13th day of April, 2015, by and between the City of Cottonwood, Arizona, hereinafter referred to as the "City" and A. Douglas LaSota, hereinafter referred to as "Mr. LaSota".

WHEREAS, the City Council of the City of Cottonwood desires to re-appoint Mr. LaSota as the presiding Magistrate of the City of Cottonwood, Arizona; and

WHEREAS, Mr. LaSota desires to be re-appointed as the presiding Magistrate of the City of Cottonwood, Arizona, under the terms and conditions outlined herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is hereby agreed between the parties as follows:

SECTION I. APPOINTMENT & ACCEPTANCE

The City Council hereby appoints Mr. LaSota as the presiding Magistrate pursuant to Section 2.36.010 of the Municipal Code for a two-year term beginning April 13, 2015, and ending April 13, 2017. Mr. LaSota hereby accepts this appointment according to the terms and conditions set forth herein.

SECTION II. POWERS AND DUTIES

The powers and duties of the presiding Magistrate shall be as set forth and conferred upon him under the provisions of the Constitution and general laws of the State of Arizona, and the Municipal Code of the City of Cottonwood.

SECTION III. COMPENSATION & BENEFITS

Mr. LaSota's compensation for his services rendered pursuant to his appointment shall be an annual base salary of \$110,189.35, payable at the same times and in the same manner as all other City employees. In addition, Mr. LaSota shall accrue sick leave and receive health and dental insurance benefits, paid holidays, retirement contributions, life and disability insurance, all in accordance with the City's personnel policies, except that Mr. LaSota shall accrue vacation leave at the rate of five weeks per year.

The City Council may also authorize Mr. LaSota to attend seminars and conferences, to subscribe to professional journals and publications, and to join professional organizations at City expense, in the City Council's sole discretion and subject to available resources.

SECTION IV. REIMBURSEMENT FOR MOVING EXPENSES

Mr. LaSota may be reimbursed for moving expenses up to the amount of \$1,000 after providing the City with receipts for such expenses.

SECTION V. NO OUTSIDE EMPLOYMENT

During the term of this agreement, Mr. LaSota shall refrain from providing professional legal or judicial services of any kind, including serving as a pro tem magistrate, justice of the peace, or judge for any other Arizona jurisdiction; provided, however, that this provision shall not be construed as preventing Mr. LaSota from earning compensation for outside activities performed on weekends, holidays and while on vacation, as long as such activities do not constitute the practice of law or the exercise of a judicial function for the State of Arizona or any of its agencies, instrumentalities or political subdivisions.

SECTION VI. REMOVAL

During his term of office Mr. LaSota may only be removed for cause.

SECTION VII. RESIGNATION

Nothing in this Agreement shall prevent, limit, or otherwise interfere with Mr. LaSota's right of to resign at any time from his position, provided however, that he shall make every reasonable effort to give the City at least 30 days written notice of his intent to do so.

SECTION VIII. EVALUATION

The City Council shall review and evaluate Mr. LaSota's performance as presiding Magistrate annually. These performance evaluations may or may not result in an adjustment to Mr. LaSota's base salary at the sole discretion of the City Council and subject to available resources.

SECTION IX. OTHER TERMS & CONDITIONS OF EMPLOYMENT

All other terms and conditions of Mr. LaSota's appointment as presiding Magistrate not expressly provided for herein shall be provided for by law and the City of Cottonwood's personnel policy.

SECTION X. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be cancelled at any time in accordance with the provisions of Arizona Revised Statutes 38-511, which is hereby incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the City Council of the City of Cottonwood, Arizona, has caused this Agreement to be signed and executed in its behalf by the Mayor and duly attested to by its City Clerk, and signed and executed by Mr. LaSota to be effective from and after the date first written above.

CITY OF COTTONWOOD:




Diane Joens, Mayor

ATTEST:




Marianne Jiménez, City Clerk

APPROVED AS TO FORM:



Steven B. Horton, Esq.
City Attorney

ACCEPTED:



A. Douglas LaSota

CLAIMS EXCEPTIONS REPORT OF May 02, 2017

FUND	VENDOR NAME	DESCRIPTION	TOTAL
All	City of Cottonwood	Payroll 04/21/2017	\$ 548,543.58
Utilities	Alliance Service & control Specialists	Hardware for alarms & Monitoring	\$ 6,324.00
All	APS	Electric utilities	\$ 11,626.97
Utilities	Arizona Department of Environmental Quality	Permits	\$ 9,810.05
All	City of Cottonwood	Water utilities	\$ 5,617.13
Gen	Cottonwood Chamber of Commerce	Bed Tax March	\$ 11,859.44
Utilities	HD Supply Waterworks	Materials	\$ 21,310.63
Utilities	KP Ventures Drilling	Injection Well Change order	\$ 11,526.57
Gen	Midway Chevrolet	Police Vehicles	\$ 77,563.04
All	SC Fuels	Fuel	\$ 10,096.20
Gen	Shums Coda Associates Inc	Plan Review	\$ 5,976.99
HURF	Southwestern Environmental Consultants	Design Mingus to 8th	\$ 9,004.50
CDBG	Douglas Stroh	Civic Center Improvements	\$ 8,135.09
Gen	Verde Valley Senior Center	3rd Quarter 2017	\$ 13,750.00
TOTAL			\$ 751,144.19